

# Morgan Lewis

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February 25, 2020

### VIA NLRB E-FILING AND ELECTRONIC MAIL

Marcia E. Adams  
Board Agent  
National Labor Relations Board, Region 29  
Two Metrotech Ctr Fl 5th  
Brooklyn, NY 11201-3846

Re: Amazon.com Services LLC, Case No. 29-CA-254766

Dear Ms. Adams:

Amazon.com Services LLC (formerly Amazon.com Services, Inc.) ("Amazon" or the "Company") provides this statement of position in response to the above-referenced Charge filed by (b) (6), (b) (7)(C) or "Charging Party").<sup>1</sup> Based on the February 3, 2020 request for evidence e-mail, the Company understands that (b) (6), (b) (7)(C) alleges the Company violated Section 8(a)(1) of the National Labor Relations Act (the "Act") by terminating (b) (6), (b) (7)(C) employment on (b) (6), (b) (7)(C) 2019.<sup>2</sup> Specifically, (b) (6), (b) (7)(C) contends Amazon terminated (b) (6), (b) (7)(C) employment in retaliation for (b) (6), (b) (7)(C) purported (i) union organizing activity and/or (ii) protected concerted activity, including allegedly collecting signatures for a November 25 employee letter to management and encouraging employees to attend a rally held on that same day.

(b) (6), (b) (7)(C) allegations that the Company terminated (b) (6), (b) (7)(C) employment in retaliation for (b) (6), (b) (7)(C) purported union organizing activity and/or protected concerted activity are without merit and the Board

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<sup>1</sup> The Company submits this position statement solely for the Board's use and requests that the Board treat it as confidential. To that end, the Company further requests that the Board not reveal any of this position statement's contents to any other person without the Company's prior written consent. Information and accompanying documentation contained herein designated confidential and/or containing confidential commercial or financial information, or trade secret information may not be disclosed to (b) (6), (b) (7)(C) without prior written authorization from Amazon. If any FOIA request is served to which this position statement is responsive, Amazon requests the opportunity to review, approve, and comment on all necessary redactions. In addition, the Company reserves the right to supplement or amend this position statement, including its attachments, as necessary.

<sup>2</sup> All dates herein are 2019, unless otherwise noted.

### Morgan, Lewis & Bockius LLP

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should dismiss the Charge, absent withdrawal. As explained in more detail below, Amazon terminated (b) (6), (b) (7)(C) employment because (b) (6), (b) (7)(C) was unjustifiably and completely unproductive for at least 2 hours and 45 minutes, which subjected (b) (6), (b) (7)(C) to immediate termination under the Company's Time Off Task Policy.

Specifically, in order to address significant periods during which a Fulfillment Associate's handheld scanner is dormant when the Associate is expected to be actively scanning product, Amazon maintains a Time Off Task Policy providing that Associates who have an unjustified total time off task greater than 2 hours for their entire shift will be reviewed for termination. On (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) scanner indicated that (b) (6), (b) (7)(C) had been inactive for 3 hours and 57 minutes of (b) (6), (b) (7)(C) entire shift. When given the opportunity to account for (b) (6), (b) (7)(C) inactivity, (b) (6), (b) (7)(C) only provided an explanation for approximately 72 minutes of inactive time. As such, (b) (6), (b) (7)(C) total time off task was reduced to 2 hours and 45 minutes, which was still well over the 2-hour limit. As such, on (b) (6), (b) (7)(C) the Company informed (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) employment was terminated pursuant to the Time Off Task Policy.

As an initial matter, the Company lacked knowledge of any union or protected activity engaged in by (b) (6), (b) (7)(C) including any purported collection of signatures for a letter to management or encouraging employees to participate in any rally. In this regard, (b) (6), (b) (7)(C) cannot establish a *prima facie* case that the Company violated Section 8(a)(1) of the Act with respect to decisions regarding (b) (6), (b) (7)(C) termination, and even if a *prima facie* case could be established, the facts indicate that the Company's decision would have occurred without regard to any purported union support, which satisfies the Company's burden under *Wright Line, Inc.*, 251 NLRB 1083, 1089 (1980), *enforced*, 662 F.2d 899 (1st Cir. 1981). More generally, the facts reveal that the Company harbored no animus toward (b) (6), (b) (7)(C) for any reason.

Moreover, the Act does not immunize employees from the consequences of their clear violation of Company policy even if they have allegedly engaged in union organizing or protected activity. The actions of the Company were lawful. The Board should dismiss the Charge, absent withdrawal.

## **I. FACTUAL BACKGROUND**

### **A. Amazon's Operations and Productivity Standards**

Amazon operates websites that sell various products, including books, home goods, toys, electronics, CDs, DVDs, and apparel. Amazon facilities receive and sort packages and ship assorted products from warehouses called Fulfillment Centers, including Amazon's Staten Island, New York facility (referred to internally as "JFK8") where (b) (6), (b) (7)(C) worked as a Fulfillment Associate in the Picking Department.

Amazon prides itself on providing quality and efficient service to its millions and millions of customers around the world. Once a customer places an online order, it is routed to the warehouse closest to the order delivery address for fulfillment. Associates receive the orders and must review and fulfill the order by locating all items on the order, scanning the items to ensure all items are accounted for on the order and place the items in a box or other shipping container for shipment to the customer. Associates must be detailed and efficient in processing each order.

Amazon measures Associate productivity through data collected by radio-frequency hand-held scanners that Associates use to scan each item they pick for a customer order. Associates sign into

their scanners using their personal logins. The scanner data is collected and analyzed by a computer program that identifies any Associates who have significant periods during which they are not using their scanners, indicating that the Associate is not, in fact, scanning items to fulfill customer orders as they are expected to do consistently throughout the day.

Amazon's system keeps track of these gaps in scanning and generates reports based on those breaks referred to as "Time Off Task" or "TOT." See JFK8 Accumulated TOT Guidelines ("JFK8 TOT Guidelines"), attached as Exhibit ("Ex.") A. Amazon's computer system generates a Time Off Task Report detailing each Associate's cumulative time off task for that day. The Company will address the Associate with the highest amount of cumulative TOT for the day and give that Associate the opportunity to explain why they were off task. *Id.* at 1. If there are true barriers,<sup>3</sup> the manager may have a seek-to-understand<sup>4</sup> ("STU") discussion with the next highest offender. *Id.*

During review of the Time Off Task Report, the Associate is provided an opportunity to explain any obstacles that prevented them from scanning for the relevant periods of time. If the Associate is able to justify certain periods of scanner inactivity, the Company only holds the Associate accountable for those periods for which there is no justification for their inactivity. If the employee does not identify true barriers warranting a sufficient deduction of time from the total TOT, the following performance management actions will take place, based *only* on the unjustified TOT:

**First Written Warning:** [The Associate] accumulated 30-59 minutes of TOT for first time in rolling 12-month period.

**Final Written Warning:** [The Associate] either accumulated 60-119 minutes of TOT in a single day OR is between 30-59 minutes of TOT and on a first written warning within the same 12-month period.

**Termination:** *[The Associate] has accumulated 2 or more hours of TOT in a single day* OR is on a final written warning for TOT and accumulate 30 minutes or more of TOT within the same 12-month period.

See Ex. A at 1 (emphasis added). JFK8 TOT Guidelines also provide that these behaviors are violations of Amazon's Standards of Conduct and Attendance policy providing that, "Failure to adhere to starting time, quitting time, or break time policies, or wasting time" is considered a Category 2 violation of the Standards of Conduct. *Id.* at 3; see also Owner's Manual Excerpt, attached as Ex. B at 30.

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<sup>3</sup> For example, an Associate could have been taken away from their scanner duties for a period of time due to a bathroom break or technical difficulties such as a bad barcode that needed to be addressed by another job function in the Fulfillment Center.

<sup>4</sup> In Amazon parlance, an investigatory discussion is known as a "seek-to-understand."

**B. (b) (6), (b) (7)(C) Employment**

Amazon hired (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) <sup>5</sup> as a JFK8 full time Associate, reporting to (b) (6), (b) (7)(C), (b) (6), (b) (7)(C). See (b) (6), (b) (7)(C) Workforce Job Summary, attached as Ex. C. In this role (b) (6), (b) (7)(C) was responsible for reading and deciphering customer orders, locating merchandise for orders, picking the merchandise from various locations in the warehouse, scanning the items and packing the items for shipping to customers.

Indeed, efficiency and productivity are the keys to success in this role. (b) (6), (b) (7)(C) acknowledged that the Company reminded (b) (6), (b) (7)(C) of the TOT policy requirements during the most recent (prior to (b) (6), (b) (7)(C) termination) daily team meeting before the start of a shift (known as a “stand-up meeting”) on (b) (6), (b) (7)(C). See Manager Termination Statement, attached as Ex. D.

**C. (b) (6), (b) (7)(C) Accumulated Three Hours and Fifty Seven Minutes of Time Off Task**

On (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) scanner data indicated inactivity for 3 hours and 57 minutes during periods for which (b) (6), (b) (7)(C) should have been actively scanning (i.e., not break periods or times during which (b) (6), (b) (7)(C) was attending a meeting). (b) (6), (b) (7)(C) was the Associate with the highest amount of cumulative TOT for the day. As such, on (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) addressed (b) (6), (b) (7)(C) TOT with (b) (6), (b) (7)(C) in a STU discussion and provided (b) (6), (b) (7)(C) with a print out of (b) (6), (b) (7)(C) TOT Report so that (b) (6), (b) (7)(C) could provide an explanation for any periods during which (b) (6), (b) (7)(C) felt (b) (6), (b) (7)(C) scanner inactivity was justified. See STU Discussion, attached as Ex. E.

Specifically, although (b) (6), (b) (7)(C) informed (b) (6), (b) (7)(C) that workstation issues caused (b) (6), (b) (7)(C) to begin scanning at the start of (b) (6), (b) (7)(C) shift 12 minutes late, the Company later learned that (b) (6), (b) (7)(C) was not at (b) (6), (b) (7)(C) workstation at all during this time. See Ex. E; see also Ex. D. As noted below, (b) (6), (b) (7)(C) deducted these 12 minutes from the total TOT based on (b) (6), (b) (7)(C) explanation during (b) (6), (b) (7)(C) STU discussion:

TOT No.	Gap Time	STU Discussion	Raw	Adjusted
1	7:25-7:37	Station issues	12:45	√

See Ex. E. Between 8:00 AM and 10:00 AM, (b) (6), (b) (7)(C) accumulated an additional 30 minutes, 41 seconds of TOT and failed to provide an explanation for this inactivity during (b) (6), (b) (7)(C) STU discussion.

TOT No.	Gap Time	STU Discussion	Raw	Adjusted
2	8:04-8:15		10:57	
3	8:43-8:49		6:08	
4	9:24-9:35		10:58	
5	9:57-10:00		2:38	

*Id.* (b) (6), (b) (7)(C) accrued another 30 minutes and 22 seconds of TOT but informed (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) was having workstation issues during this time. See Supportive Feedback Document, attached as

<sup>5</sup> (b) (6), (b) (7)(C) was a short-term employee, having only been employed for a month and a half prior to discharge.

Ex. F. Although video footage later showed that (b) (6), (b) (7)(C) account was inaccurate and (b) (6), (b) (7)(C) was not having workstation issues, (b) (6), (b) (7)(C) adjusted (b) (6), (b) (7)(C) TOT and deducted this time from (b) (6), (b) (7)(C) total TOT for the day.

TOT No.	Gap Time	STU Discussion	Raw	Adjusted
6	10:15-10:45	Switching stations	30:22	√

*Id.*; see also Ex. D. Between 11:00 AM and 1:53 PM, (b) (6), (b) (7)(C) accumulated another 35 minutes and 36 seconds of TOT without explanation.

TOT No.	Gap Time	STU Discussion	Raw	Adjusted
7	11:19-11:31		12:26	
8	12:55-13:10		15:26	
9	13:45-13:53		7:44	

*Id.* Between 1:54 PM and 2:24 PM, (b) (6), (b) (7)(C) accumulated another 30 minutes and 32 seconds of TOT. During the STU discussion, (b) (6), (b) (7)(C) informed (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) had been sick and spending time in the bathroom during this time. However, (b) (6), (b) (7)(C) agreed that (b) (6), (b) (7)(C) did not notify (b) (6), (b) (7)(C), another Area Manager or a Process Assistant. Nonetheless, (b) (6), (b) (7)(C) deducted 30 minutes and 32 seconds from (b) (6), (b) (7)(C) TOT.

TOT No.	Gap Time	STU Discussion	Raw	Adjusted
10	13:54-14:24	Bathroom	30:32	√

Finally, (b) (6), (b) (7)(C) accumulated 1 hour, 37 minutes, 58 seconds of TOT between 2:25 PM and 6:00 PM. Upon later reviewing Loss Prevention footage, the Company learned that, during this time, (b) (6), (b) (7)(C) was having a conversation with another Associate away from (b) (6), (b) (7)(C) workstation for approximately 17 minutes. Directly after the conversation, video footage showed (b) (6), (b) (7)(C) signing out of (b) (6), (b) (7)(C) workstation at 5:35 PM to leave for the day resulting in 10 minutes TOT.

TOT No.	Gap Time	STU Discussion	Raw	Adjusted
11	14:25-14:36		10:58	
12	14:36-14:53		16:52	
13	14:58-15:15		16:22	
14	15:30-15:40		10:36	
15	16:36-16:52		16:32	
16	17:18-17:34	Talking	16:52	
17	17:35-17:45	Left early	9:46	
<b>Total =</b>	<b>3:57 hours</b>			

After deducting 72 minutes<sup>6</sup> from (b) (6), (b) (7)(C) TOT to account for (b) (6), (b) (7)(C) purported barriers, the remaining amount of TOT was 2 hours 45 minutes.<sup>7</sup> Even with (b) (6), (b) (7)(C) adjustments to the 3 hours and 57 minutes of TOT, (b) (6), (b) (7)(C) fellow FC Associate's did not spend nearly as much time away from their workstations as (b) (6), (b) (7)(C) on that same day. Indeed, the Associate with nearest TOT over 2 hours only had 2 hours and 6 minutes of unadjusted TOT.

Employee Name	Time off Task
(b) (6), (b) (7)(C)	4:05:54 <sup>8</sup>
REDACTED	2:06:03
REDACTED	1:59:11

See TOT Top Offender Chart, attached as Ex. G. Since (b) (6), (b) (7)(C) was unable to account for (b) (6), (b) (7)(C) TOT during the STU Discussion, (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) met with (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) for a more formal STU Discussion. See HR Statement, attached as Ex. H. (b) (6), (b) (7)(C) was similarly unable to justify (b) (6), (b) (7)(C) TOT time to (b) (6), (b) (7)(C) during this meeting. As such, because Amazon's Time Off Task Report showed that (b) (6), (b) (7)(C) was inactive for well over two hours, even with adjustments, (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) advised (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) employment was terminated due to (b) (6), (b) (7)(C) violation of Amazon's Standards of Conduct and Attendance Policy which provide, "[f]ailure to adhere to starting time, quitting time, or break policies, or wasting time, is considered a Category 2 violation of the Standards of Conduct."<sup>9</sup> See Ex. F; see also Exs. B, D and H.

The Company's decision to terminate (b) (6), (b) (7)(C) for being inactive for over two hours is consistent with separations for JFK8 Associates who had similar violations. Indeed, from January 2019 through November 2019, JFK8 terminated the following individuals who similarly had TOT greater than two hours in a single shift:

	Employee	Termination Date	TOT
1	REDACTED	(b) (6), (b) (7)(C)	2 hours 11 minutes
2	REDACTED	(b) (6), (b) (7)(C)	3 hours 12 minutes
3	REDACTED	(b) (6), (b) (7)(C)	3 hours 32 minutes

6 (b) (6), (b) (7)(C) adjusted TOT is stated as 2 hours and 44 minutes based on deducting 72 minutes of time from the original TOT of 3 hours and 57 minutes. See Ex. F. However, this was a miscalculation and should have instead been 2 hours 45 minutes.

7 Upon reviewing Loss Prevention footage, the Company learned that (b) (6), (b) (7)(C) had mischaracterized (b) (6), (b) (7)(C) time away from (b) (6), (b) (7)(C) workstation and (b) (6), (b) (7)(C) explanations of inactivity were often inaccurate. See Ex. D. As such, the adjusted time of 2 hours and 45 minutes should have been higher.

8 After adjustments, the Company reduced this four hours and five minutes to 3 hours and 57 minutes of TOT.

9 (b) (6), (b) (7)(C) refused to sign the termination notice. See Ex. F.

	Employee	Termination Date	TOT
4	REDACTED	(b) (6), (b) (7)(C)	2 hours 33 minutes
5	REDACTED	(b) (6), (b) (7)(C)	2 hours
6	REDACTED	(b) (6), (b) (7)(C)	2 hours 0 minutes
7	REDACTED	(b) (6), (b) (7)(C)	4 hours 19 minutes
8	REDACTED	(b) (6), (b) (7)(C)	2 hours 46 minutes
9	REDACTED	(b) (6), (b) (7)	5 hours 20 minutes
10	REDACTED	(b) (6), (b) (7)	2 hours 2 minutes
11	REDACTED	(b) (6), (b) (7)	2 hours 36 minutes
12	REDACTED	(b) (6), (b) (7)	2 hours 10 minutes
13	REDACTED	(b) (6), (b) (7)	3 hours 21 minutes
14	REDACTED	(b) (6), (b) (7)	2 hours 2 minutes
15	REDACTED	(b) (6), (b) (7)(C)	2 hours 38 minutes
16	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	2 hours 44 minutes
17	REDACTED	(b) (6), (b) (7)(C)	3 hours 41 minutes
18	REDACTED	(b) (6), (b) (7)(C)	7 hours 17 minutes

See 2-Hour TOT Terminations Chart, attached as Exhibit I.

## II. LEGAL ANALYSIS

To make out a *prima facie* case under Section 8(a)(1), there must be, at a minimum, (i) protected activity, (ii) knowledge of that activity by the employer, and (iii) an adverse action motivated by animus or hostility toward that activity. *See Columbia Distrib. Servs., Inc.*, 320 NLRB 1068, 1071 (1996); *Wright Line, Inc.*, 251 NLRB 1083, 1089 (1980), *enforced*, 662 F.2d 899 (1st Cir. 1981); *see also Webb-Centric Const.*, 254 NLRB 1181, 1185 (1981) (applying the Board's *Wright Line* standard to alleged violations of Section 8(a)(1) turning on employer motivation). Additionally, a Section 8(a)(1) violation necessarily depends on a causal connection between employee protected activities and an adverse employment action. *See P.W. Supermarkets*, 269 NLRB 839, 840 (1984). Mere suspicion, surmise, and conjecture are insufficient to form the basis for a violation. *Cardinal Home Prods., Inc.*, 338 NLRB 1004, 1009 (2003).

If the General Counsel were somehow able to meet the above evidentiary burdens, the employer may still defend the Charge "[by] asserting a legitimate reason for its decision and showing by a

preponderance of the evidence that the legitimate reason would have brought about the same result even without the illegal motivation[.]” *Id.* at. 1008 (internal citation and quotation marks omitted). A demonstration by an employer that the termination would have “taken place even in the absence of protected conduct” provides a complete defense. *Wright Line*, 251 NLRB at 1089; *see also Allstate Power Vac., Inc.*, 357 NLRB 344, 346 (2011) (quoting *Donaldson Bros. Ready Mix, Inc.*, 341 NLRB 958, 961 (2004)); *see also Austal USA, LLC*, 356 NLRB 363, 364 (2010); *NLRB v. Transportation Management*, 462 U.S. 393, 401 (1983) (“the Board’s construction of the statute permits an employer to avoid being adjudged a violator by showing what his actions would have been regardless of his forbidden motivation”).

**A. [REDACTED] Cannot Establish a *Prima Facie* Case that the Company Violated Section 8(a)(1) of the Act by Terminating [REDACTED] Employment.**

Initially, while there are allegations that [REDACTED] engaged in “union activity” by (i) collecting signatures for a November 25 letter to management and (ii) encouraging employees to attend the November 25, the Company lacked knowledge of such activity by [REDACTED]. Indeed, [REDACTED] does not allege that anyone in management was aware of [REDACTED] collecting these signatures or encouraging [REDACTED] fellow employees to attend the November 25 rally.

Moreover, the chronology of events belies any inference of animus or hostility in Amazon’s decision to terminate [REDACTED] employment. In fact, Amazon’s termination of [REDACTED] employment occurred on [REDACTED] before the Company received any alleged letter to management and before the November 25 rally. Logically, therefore, there could be no causal connection between any protected activity and [REDACTED] termination.

For these reasons, the facts fail to support the existence of a *prima facie* case that a violation of Section 8(a)(1) has occurred in the instant case, which warrants dismissal of the Charge for this reason alone.

**B. Were a *Prima Facie* Case Found, Amazon Had a Legitimate Business Reason for Terminating [REDACTED] Employment.**

Even if [REDACTED] could make out a *prima facie* case under *Wright Line* (which [REDACTED] cannot), the Company would have discharged [REDACTED] even absent any alleged protected activity. Contrary to [REDACTED] completely unsupported claim of retaliation, the Company based [REDACTED] termination solely on the uniform application of the TOT Policy to any Associate’s accrual of more than two hours of TOT. Management provided [REDACTED] with the opportunity to explain why [REDACTED] had been inactive for such a long period of time during [REDACTED] shift, and [REDACTED] was only able to justify approximately 72 minutes of inactivity which left [REDACTED] remaining TOT well over the two-hour threshold for termination.

As detailed above, the decision to terminate [REDACTED] would have “taken place even in the absence of protected conduct,” which is a complete defense to an alleged Section 8(a)(1) violation. *Wright Line*, 251 NLRB at 1089. To prove discriminatory or retaliatory discharge, the General Counsel must establish “that the employee was discharged for his union activities or membership—that but for his union activities or membership, he would not have been discharged.” *Concepts & Designs, Inc.*, 101 F.3d at 1245 (quoting *Mead & Mount Constr.*, 411 F.2d at 1157); *see also Cardinal Home*, 338 NLRB at 1008 (stating respondent may defend the charge “[by] asserting a legitimate reason for its decision and showing by a preponderance of the evidence that the legitimate reason would have brought about the same result even without the illegal motivation.”).



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(b) (6), (b) (7)(C) did not dispute then, nor does (b) (6), (b) (7)(C) dispute now, that (b) (6), (b) (7)(C) remaining TOT, even after adjustments, was well over the two-hour threshold for termination. The actions taken by the Company against (b) (6), (b) (7)(C) were consistent with the TOT Policy and were necessary given the plain language of the TOT policy which provides for the termination of the Associate who is the top offender and "**accumulated 2 or more hours of TOT in a single day.**" See Ex. A (emphasis added). The Company's actions also were consistent with the discipline imposed on other employees for similar TOT Policy violations. Indeed, the Company has terminated 17 other JFK8 employees since January 1. See Ex. I and Section I(C) *supra*. These individuals worked under the same TOT Policy. Indeed, Amazon terminated (b) (6), (b) (7)(C) for violating the TOT Policy by failing to work during working time, and not for any protected activity.

### III. CONCLUSION

For the foregoing reasons, the Charge's allegations are meritless. The Company respectfully requests that the Region dismiss the Charge, absent withdrawal. Please do not hesitate to contact us if you wish to discuss this matter further.

Sincerely,

*/s/ Andriette A. Roberts*

Andriette A. Roberts

AAR  
Attachments

# **Exhibit A**

## Accumulated TOT Guidelines

Below I have outlined the Time off Task (TOT) standards that the site will be following effective immediately.

**Area Managers will be using the TOT tool with the following parameters to identify the top offender:**

**Standup:** 10 minutes

**Break Return:** 0 minutes

**Gap Time:** 5 minutes

*The time off task displayed using the tool is the amount of time that will be reviewed for feedback*

Each shift at the start of Q4 managers will use the TOT tool to identify and engage the top offender per manager. **(AM's should be using the tool though out the shift to identify and engage associates to prevent the possibility of feedback at EOS)** The AM may conduct the initial STU with the AA on the floor to determine if there were any true barriers that would warrant the deduction of time from the total Time off Task. If there are true barriers such as labor tracking issues, the manager may STU the next highest offender. If the amount of Time off Task would result in a Final Written Warning or a Termination, the AM is to partner with their HR counterpart to conduct an STU in an office and have the AA write a statement. AMs must partner with the HR counterpart prior to generating any TOT feedback.

**Feedback guidelines based on the amount of time off task using the TOT tool:**

**First Written Warning** – AA accumulated 30-59 minutes of TOT for first time in rolling 12 month period.

**Final Written Warning** – AA either accumulated 60-119 minutes of TOT in a single day **OR** is between 30-59 minutes of TOT and on a first written warning within the same 12 month period.

**Termination** – AA has accumulated 2 or more hours of TOT in a single day **OR** is on a final written warning for TOT and accumulate 30 minutes or more of TOT within the same 12 month period.

*Time off task feedback progress in a rolling 12 month period*

**The STU and Feedback delivery must occur by the end of the associates next scheduled shift**

## Time Off Task Tool:

It is key to set the **standup time to 10 minutes, break return to 0, and gap time to 5.** The gap time being set to five minutes means that any amount of time that an AA is not in direct process path for at least five minutes will roll up in this tool. This tool will indicate which AA's have the highest amount of TOT, without having to scrub through all of PPR to find time gaps, and the five minute gap time will catch gaps PPR will not.

Clear Report

- Print Summary Report
- Download Time off Task summary CSV
- Download Complete CSV

FILTER BY EMPLOYEE TYPE: All

SORT BY: Time Off Task

Giftwrap Pack [100055] x | Pack Support [100245] x | Pack [100054] x | Pick Support [100250] x | Pick [100008] x | Sort Induct [100147] x | Sort Rebin [100053] x | Sort Support [100280] x | Sortation [100124] x | Transfer-Out Pick [100115] x

PROCESS PRESETS: Inbound | Outbound | Inbound/Outbound | ICGA | DxD Sites | Fresh Sites | WHD | Vendor Returns | Customer Returns | iKindle | Clear

Single or Multiple Associate Logins: login:login

Single or Multiple Shift Codes: shift:shift

Single or Multiple Managers: manager:manager

Select FC: BDL2

Stand Up Time: 10

Break Return Time: 0

Gap time: 5

Other:

Outliers:

Shift: Days | **Nights** | Week | Intraday

Date Range: 2019-04-10

Group By Manager:

Include Non-ToT Associates:

Submit

## TOT Write Ups Per Shift

For the number of TOT write ups per shift, each **manager** is allotted **one** write up for TOT **top offender**. There are many factors outside of an associate's control that can generate TOT, a Seek to Understand (STU) conversation should be had with the associate. The STU conversation should be documented and clearly outline any gaps in timeline that the tool generates. The **TOT GAP STU template** must be used during the STU and well documented. The completed TOT Gap STU form to be provided to HR to review and download into associate Onbase file. **If the top offender is exempted from TOT feedback then the next top offender should be STUed, it is acceptable to STU 3 top offenders and not generate feedback as long as they are in standard.. To find the top offenders you will also need to sort the lists by Time Off Task, it is preset to No Filter, and must be set to Time Off Task after the tool is run.**

If an AA leaves early but is the top offender, a STU must happen no later than the next scheduled shift, or the AA cannot be held responsible for remembering their timeline. The snippet below shows what the TOT tool will pull, and what the documentation of the STU conversation should look like.

The screenshot shows a user interface for a time clock system. At the top, there is a header with a logo and some navigation options. Below that, there is a 'Time Clock Details' table with columns for 'Clock Out', 'Clock In', 'Clock Out', and 'Clock In', and corresponding dates and times. Below this is a 'Time Off Task' table with columns for 'Start', 'End', 'Duration', 'Date Time', 'Task', 'Process', and 'Quantity'.

Clock Out	Clock In	Clock Out	Clock In
	2019-3-17 18:00 EDT		2019-3-17 18:49 EDT
	2019-3-17 21:50 EDT		2019-3-17 22:20 EDT

Start	End	Duration	Date Time	Task	Process	Quantity
20:00:54	20:20:27	00:20:23	2019-3-17 20:20:27 EDT	Each Stowed	Transfer in Stow	1
00:13:10	00:21:42	00:08:31	2019-3-17 00:21:42 EDT	Each Stowed	Transfer in Stow	1
01:15:02	01:15:03	00:00:00	2019-3-17 01:15:03 EDT	Transfer in Stow	Transfer in Stow	0
01:45:00	01:51:22	00:06:15	2019-3-17 01:51:22 EDT	Each Stowed	Transfer in Stow	1

Example: TOT Gap STU Template:

Total of 46 mins valid TOT

Date	Gap Time	STU Discussion	Raw	Adjusted	Total
3/17/2019	18:22-18:37	AA went to floor 1 and was sent to floor 2	15 min		15 min
	20:30-20:40	AA was in the bathroom	10 min	-10 min	0
	20:00-20:05	AA had POD issue, verified with PA (time not counted into TOT)	5:00	-5 min	0
	21:13-21:23	AA was talking to another AA with no barriers identified	10 min		10
	23:04-23:15	AA does not remember	11 min		11
<b>Total</b>			<b>46 min</b>	<b>- 30 min</b>	<b>36 min</b>

STU'd with AA. AA stated he went to floor 1 to find a station. Coached AA if he is arriving late to work, the standard he needs to be following is checking the staffing board to see where we have available stations. Even though his team is on FL1, he needs to be going where we are directing late arrivals. AA understands the process. AA stated he was in the bathroom for the 10 TOT. Coached AA on the TOT policy. He is aware that 31-59 mins could be a first written, 60-1:59 mins could be a final, and anything over 2 hours could be a term. AA is aware that he is already on a first for TOT which is valid for a year and I'm recommending a final which is also valid for a year. Advised AA that we are running the report for each shift and STUing with top offenders for TOT and late breaks. AA did not have any questions and clearly understands the policy. Exempted a total of 10 minutes before and after break for walk time to and from the time clock/standup.

## Time Off Task Approval/ ADAPT Input

After conducting the STU, any feedback that is warranted should be generated using the following guidelines: If HR/Ops deems an AA's TOT warrants feedback, they will partner to the AM with verbiage to put into ADAPT to log an incident.

Select **Behavioral – Time Off Task**, under Incident Type and input the necessary Feedback Level.

#### **DETAILS OF CURRENT INCIDENT/SPECIFIC CONCERNS**

Your recent time-on-task performance has fallen below behavioral expectations. On [DATE] at various points throughout your scheduled shift you were observed to be off-task for a total of [total TOT minutes after subtraction]. This number was reached by calculating all of your TOT for the day which totaled [Total TOT without subtracting breaks/standup] minutes then subtracting 12 minutes for standups and 17 minutes for each of the paid breaks. During a 'Seek to understand' conversation you stated that you faced the following barriers [FINDINGS FROM STU]. These behaviors are violations of Amazon's Standards of Conduct and Attendance policy. "Failure to adhere to starting time, quitting time, or break time policies, or wasting time" is considered a Category 2 violation of the Standards of Conduct.

#### **AREAS OF IMPROVEMENT**

Associate commitment to completing assigned tasks is critical in order to be Earth's most customer-centric company. As owners, we count on you to help achieve this mission. Your customers and teammates count on you to remain on task and complete your assigned job duties. For every scheduled ten hour shift, Amazon provides two 15 minute breaks, a 30 minute lunch period, two meetings at the start of shift and after lunch, and account for travel time between work areas. However, failure to adhere to start times, quitting times, or break time policies, as well as wasting time, will be addressed through performance management using coaching or corrective actions. This is a violation of the Amazon Standards of Conduct policy. It is important for you to understand that meeting task standards is a critical component of your job. Please note that if an associate receives 2 finals or a total of 6 documented counseling write-ups in a rolling 12 months, their employment will end. Further Standard of Conduct violations may result in corrective action, up to and including termination.

### **Final Steps Before Delivery**

Almost there! Feedback must be delivered by next end of next scheduled shift. AM to complete STU with associate and complete TOT STU Template. AM to chime HRA to review TOT STU template and partner with AM on next steps and recommendation of documentation level. AM drafts feedback and notifies HRA client group of completion. HRA will approve, and the feedback will be able to be delivered in a timely manner.

### **Time Off Task Standard Work Conclusion**

With this set process for auditing, reporting, and reviewing Time Off Task, we will be able to coach and deliver feedback to AA's in a much more timely manner than we currently do. This process can be used across all departments and would require all shifts to be compliant with the process for it to be effective throughout JFK8. Ideally it will create a singular approach throughout the facility on how we handle TOT with our AA's and a standard work for management to be followed. The goal of auditing this TOT is to create an environment not where we are writing everyone up, but that associates know that we are auditing for TOT, and will own their own time to be within standard.

### **HR Final Steps**

If eligible, Appeals Process is a problem-solving system for qualified associates to challenge certain disciplinary actions with which they do not agree. The Appeals Program gives associates the choice to have their claims heard by a majority associate panel or the site leader.

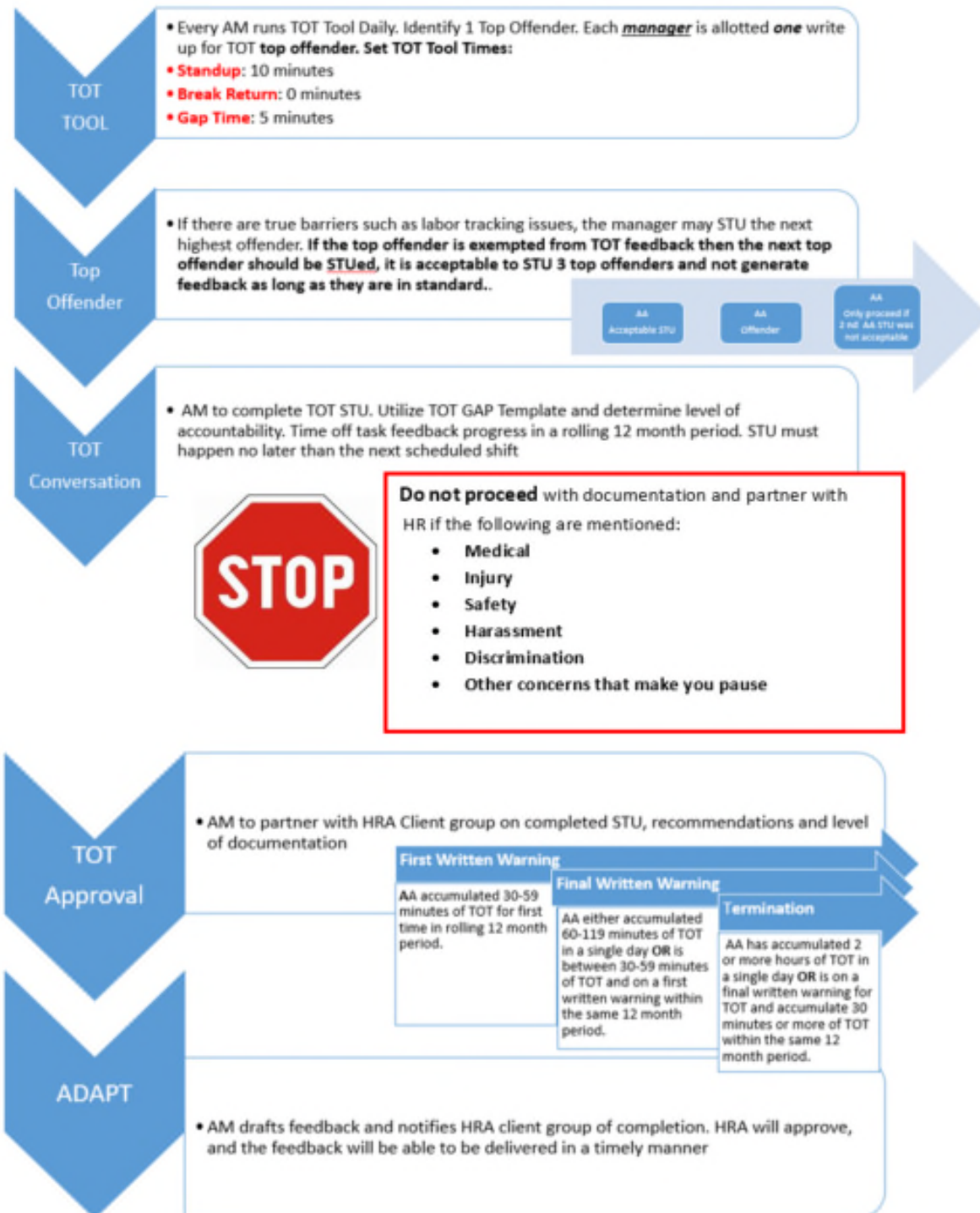
[https://inside.amazon.com/en/Employment/uspolicies/usfcpolicies/Pages/AppealsPolicy.aspx#amz\\_section01](https://inside.amazon.com/en/Employment/uspolicies/usfcpolicies/Pages/AppealsPolicy.aspx#amz_section01)

## Appeal Eligibility

This policy applies to all regular full-time and part-time Amazon blue badge hourly associates (including seasonal associates and associates hired through Workforce Staffing) who have reached 90 days of continuous employment with Amazon as of the date of the incident. This includes all tiers of hourly associates and hourly associates who work in support functions, except for associates in Loss Prevention, Human Resources, and Finance. Management and temporary agency staffing employees are not eligible to participate.

## Document Retention

HR to upload STU and all supporting documents into **OnBase** for document retention. Supporting documents will be required for an Appeal.

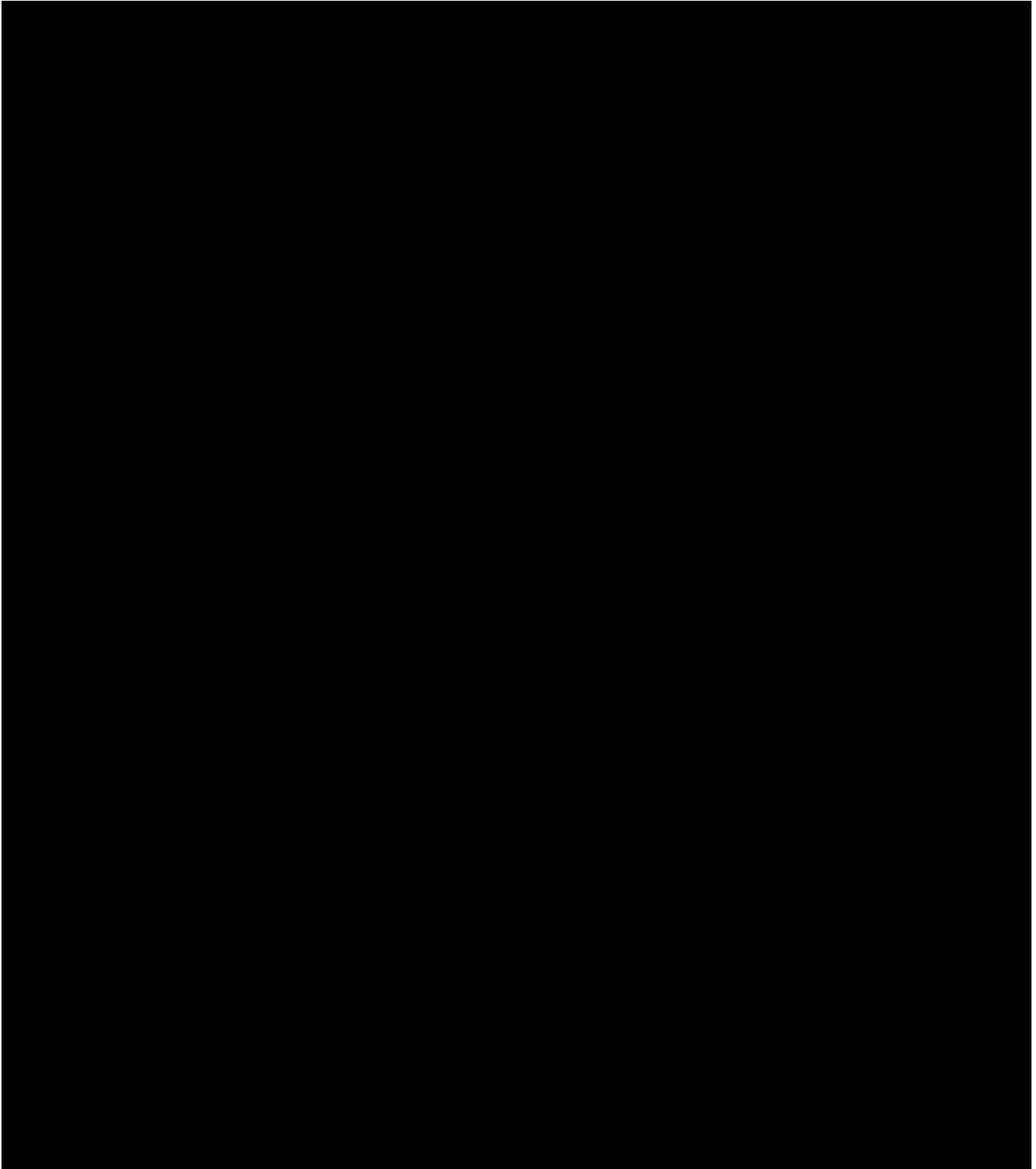


# **Exhibit B**



**Owner's Manual  
And Guide to Employment**





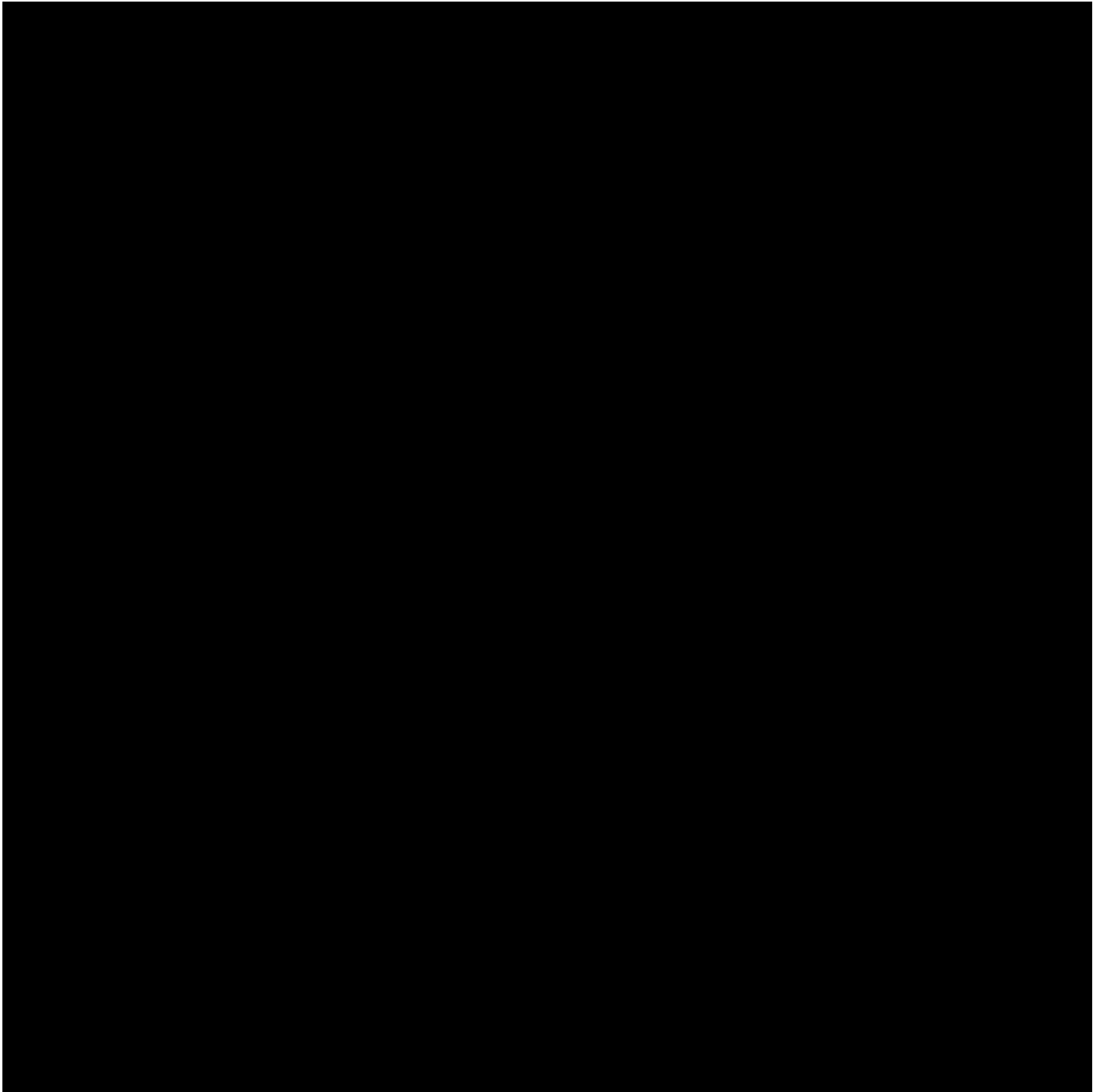
## Attendance and Punctuality

Regular attendance and punctuality are important parts of your obligations as an Amazon associate. You are to work the hours scheduled by your manager. If you are going to be absent or late to work, we expect to

hear from you before the start of your workday. Please be aware that unsatisfactory attendance may be a basis for disciplinary action, up to and including dismissal.

Individual sites or departments may establish specific guidelines for attendance and punctuality, based on the needs of the business. If your site or department has specific guidelines, your manager or Human Resources will review them with you, and it is expected that you will abide by them throughout your employment in that department.

In the event that we have not heard from you for three (3) consecutive workdays, you will be considered to have resigned from your employment.



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## Appendix - Standards of Conduct

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### Standards of Conduct

The Standards of Conduct are a list of examples of infractions that may result in corrective action, up to and including termination of employment. The Standards of Conduct are only guidelines. It is not possible to list all the forms of behavior that are considered unacceptable in the workplace, and the Standards of Conduct is not intended to be all-inclusive or exhaustive. As an at-will employer, Amazon reserves the right in all circumstances to apply any level of corrective action as appropriate, up to and including immediate termination of employment, without prior corrective action or notice for conduct in either category or for conduct not described in the Standards of Conduct. Employment with Amazon is at the mutual consent of Amazon and the associate, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice.

#### Category 1

The following work conduct infractions are regarded as extremely serious, and termination of employment may result following one offense:

- Disrespect or rudeness to an Amazon customer
- Theft or inappropriate removal or possession of property

- Assaulting, threatening, intimidating, coercing, or interfering with supervisors or fellow associates
- Making unauthorized statements on behalf of the company to the press or in any public forum (as only the company's authorized spokespersons may make authorized statements)
- Use or possession of dangerous or unauthorized materials such as hazardous chemicals or explosives, or use or possession of firearms, knives, explosive devices of any kind, or weapons of any kind
- Violation of the company's Health and Safety policy including possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty or on breaks, or while operating employer-owned or leased vehicles or equipment
- Fighting or threatening violence in the workplace
- Gross misconduct
- Gross negligence
- Sexual or other unlawful or unwelcome harassment
- Making, publishing, or repeating knowingly or maliciously false statements concerning an associate, the company, or its products
- Discriminating against a fellow associate or prospective associate on the basis of race, religion, creed, color, national origin, citizenship, marital status, sex, age, sexual orientation, gender identity<sup>[1]</sup>, veteran status, political ideology, ancestry, or the presence of any physical, sensory, or mental disabilities or other legally protected status
- Negligence or improper conduct leading to damage of employer-owned, employer-leased, or customer-owned property
- Insubordination or intentional disregard of instructions
- Falsification of personnel or other company documents/records, including employment application
- Unauthorized removal of company documents
- Unauthorized disclosure of business "secrets" or confidential information
- Intentionally making entries on another associate's time card/sheet, or falsely altering a timekeeping document
- Leaving company premises without permission during assigned work hours (unpaid meal periods are not "work hours" for purposes of this policy)
- Failure to fully cooperate with company investigations (except for questions regarding labor organizations or protected concerted activity)
- Violation of safety policies, procedures, standards, regulations, or laws
- Creating a hazardous or dangerous situation
- Engaging in any conduct that places the health and safety of any person at risk
- Violation of personnel policies
- Violation of security policies, procedures, processes, or instructions
- Violation of the Anti-Sex Buying Policy.

## Category 2

The following work conduct infractions are considered serious and generally result in corrective action:

- Unauthorized absence, excessive absenteeism, or any absence without notice
- Failure to carry out a work assignment in an efficient, responsible, and acceptable manner
- Abusive, vulgar, or harassing language to a supervisor, fellow associate, or vendor
- Failure to adhere to starting time, quitting time, or break time policies, or wasting time
- Unauthorized use, misuse, or abuse of equipment, products, material, or property belonging to other associates, belonging to the company, or in the company's custody
- Leaving a company-assigned work area during scheduled working hours without permission
- Violations of the no-solicitation, no-distribution policy
- Creating or contributing to disorderly or unsanitary conditions
- Failing to report or remedy any unsafe conditions, procedures, or behaviors
- Failure to immediately report an accident/injury, regardless of severity, when it occurs on company property, or while performing company business

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<sup>[1]</sup> Updated on 12.30.08 (EEO, Workplace Harassment, Other Harassment, Category 1 discrimination)

# **Exhibit C**

## Workforce Job Summary

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

EMP

Empl ID REDACTED

Go To Job Data

Job Information							Personalize	Find			First	1-4 of 4	Last
General	Job Information	Work Location	Salary Plan	Compensation									
Organizational Relationship	Empl Record	Effective Date	Seq	Action	Action Reason	Key Person							
EMP		0 (b) (6), (b) (7)(C) 2019	0	Terminatn	Involuntar	<input type="checkbox"/>							
EMP		0 10/13/2019	0	Pay Rt Chg	Across Brd	<input type="checkbox"/>							
EMP		0 10/07/2019	0	Data Chg	SupvChng	<input type="checkbox"/>							
EMP		0 (b) (6), (b) (7)(C)	10	Hire	FC - OBA	<input type="checkbox"/>							

# **Exhibit D**

Refused to sign by associate on (b) (6), (b) (7)(C) 2019, 6:22:10 PM - Delivered by (b) (6), (b) (7)(C)

Supportive Feedback Document  
Behavioral Time Off Task - Termination

amazon.com

Associate Name: (b) (6), (b) (7)(C)  
Manager Name: (b) (6), (b) (7)(C)  
Created On: (b) (6), (b) (7)(C) 2019, 6:22:10 PM

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

Summary

Your recent job performance is not meeting Behavioral Time Off Task expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations.

Communication History

The following is a summary of your behavioral time off task feedback:

Level	Count	Most Recent
-------	-------	-------------

After running the TOT macro the AA was found to have accrued approximately 4 hours of TOT. Because of the substantial amount of TOT, LP footage was pulled in order to evaluate what barriers the AA faced at their station. At SOS, following stand up and a 5 minute grace period, the associate arrived at station after 12 minutes. At different periods throughout the day the AA is witnessed sitting on their ladder to take a break, emptying their water bottle out into a trash can and leaving their station to fill it up again, having conversations with associates in indirect/direct roles, and leaving their station to use the restroom/extended breaks. The AA was observed leaving for 1<sup>st</sup> break at 9:57 and returning at 10:45 which resulted in a 48 minute first break. The AA was observed leaving for 2<sup>nd</sup> break at 14:58 and returning at 15:40 which resulted in a 41 minute break. The AA was observed having a conversation at their station for 17 minutes with another associate from 17:18 to 17:34. Directly after the conversation, the AA was observed signing out of their station at 17:35 to leave for the day resulting in 10 minutes TOT. The STU was completed with the assistance of HR and the associate stated that they were not feeling well and did not notify an AM or PA. They also stated that they did not pull a safety andon. When asked if they were aware of the TOT policy, they stated that they were aware of the policy. The AA was asked if they were present for stand up on the day when the TOT policy was announced as the standard work tip and the AA stated they were present. When reviewing the time gaps, the AA stated that they were in the bathroom from 13:54 to 14:24 for 30 minutes. This time was deducted from the TOT. During the conversation, the AA stated that they could not account for many of the time gaps but was not feeling well and had used the bathroom at different points. They also confirmed that they did talk to other associates at certain points throughout the day on station. The AA stated that they were switching stations from 10:15-10:45 for 30 minutes. This time was deducted from the TOT STU but was not confirmed by the video footage as accurate. The AA also stated that they were having station issues from 7:25 to 7:37. This time was deducted from the STU. Video footage showed this to be inaccurate though, as the AA had not yet arrived at their station during these times. After deducting 72 minutes from the associate's TOT, to account for their barriers, the remaining amount of TOT was 2 hours 45 minutes. After reading the adapt feedback to the AA and confirming the separation of employment, we explained to the AA that I would escort them out and badge them out of the building. As the AA was being escorted to security they ran ahead of me and when I asked the AA to wait for me (b) (6), (b) (7)(C) yelled "I am not talking to you, stop following me!" Security guards then helped walk the AA to their locker to



remove their belongings. The AA removed their things and then threw the locker lock which a security guard then brought to me. It is not clear if [REDACTED] threw the locker lock at me or the guard. The AA then darted past me to the turnstile doors and threw their badge at me. When facing the turnstile [REDACTED] yelled, "How am I supposed to get out now?" I then proceeded to badge the AA out. Following the termination, security asked that I notify them when I would be leaving the building that night so that I could have a security escort to my car.

# **Exhibit E**

Associate Name: (b) (6), (b) (7)(C)

Manager Name: (b) (6), (b) (7)(C)

Associate Login: [Redacted]

Date	Gap Time	STU Discussion	Raw	Adjusted	Total
(b) (6), (b) (7)(C)	7:25-7:37	station issues	12:45	✓	0
	8:04-8:15		10:57		
	8:43-8:49		6:08		
	9:24-9:35		10:58		
	9:57-10		2:38		
	10:15-10:45	switching stations	30:22	✓	0
	11:19-11:31		12:26		
	12:55-13:10		15:26		
	13:45-13:53		7:44		
	13:54-14:24	Bathroom	30:32	✓	0
	14:25-14:36		10:58		
	14:36-14:53		16:52		
	14:58-15:15		16:22		
	15:30-15:40		10:36		
	16:36-16:52		16:32		
	17:18-17:34	Talking	16:52		
	17:35-17:45	Left early	9:46		
	= 3:57 hours				
Total					

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

Associate Signature: X

Date: (b) (6), (b) (7)(C) 19

Manager Name: (b) (6), (b) (7)(C)

Date: (b) (6), (b) (7)(C) 19

# **Exhibit F**

Refused to sign by associate on (b) (6), (b) (7)(C) 2019, 6:22:10 PM - Delivered by (b) (6), (b) (7)(C)

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

### Supportive Feedback Document Behavioral Time Off Task - Termination



Associate Name: (b) (6), (b) (7)(C)  
Manager Name: (b) (6), (b) (7)(C)  
Created On: (b) (6), (b) (7)(C) 2019, 6:22:10 PM

#### Summary

Your recent job performance is not meeting Behavioral Time Off Task expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations.

#### Communication History

The following is a summary of your behavioral time off task feedback:

Level	Count	Most Recent
-------	-------	-------------

#### Details of Current Incident/Specific Concerns

Your recent time-on-task performance has fallen below behavioral expectations. On (b) (6), (b) (7)(C) 2019 at various points throughout your scheduled shift you were observed to be off-task for a total of 2 hours 44 minutes. This number was reached by calculating all of your TOT for the day which totaled 3 hour 57 minutes. During a 'Seek to understand' conversation you were having station issues and not feeling well during the shift. Due to these barriers, 72 minutes was deducted from your total 3 hour 57 minutes resulting in 2 hour 44 minutes total TOT for the shift. These behaviors are violations of Amazon's Standards of Conduct and Attendance policy. "Failure to adhere to starting time, quitting time, or break time policies, or wasting time" is considered a Category 2 violation of the Standards of Conduct.

#### Areas of Improvement Required by Associate

Associate commitment to completing assigned tasks is critical in order to be Earth's most customer-centric company. As owners, we count on you to help achieve this mission. Your customers and teammates count on you to remain on task and complete your assigned job duties. For every scheduled ten hour shift, Amazon provides two 15 minute breaks, a 30 minute lunch period, two meetings at the start of shift and after lunch, and account for travel time between work areas. However, failure to adhere to start times, quitting times, or break time policies, as well as wasting time, will be addressed through performance management using coaching or corrective actions. This is a violation of the Amazon Standards of Conduct policy. It is important for you to understand that meeting task standards is a critical component of your job. Your employment will now end.

#### Associate Comments

AA is not eligible to appeal as (b) (6), (b) (7)(C) has not been here for 90 days

Associate Signature: (b) (6), (b) (7) REFUSED TO SIGN

Date: (b) (6), (b) (7)(C) 2019, 6:22:10 PM

Manager Signature: Acknowledged by (b) (6), (b) (7)(C) BadgeID: REDACTED

Date: (b) (6), (b) (7)(C) 2019, 6:22:10 PM

# **Exhibit G**

**(b) (6), (b) (7)(C) 2019 Top Offender TOT**

Employee Name	Time off Task
(b) (6), (b) (7)(C)	4:05:54
REDACTED	2:06:03
REDACTED	1:59:11
REDACTED	1:58:33
REDACTED	1:39:30
REDACTED	1:37:22
REDACTED	1:35:49
REDACTED	1:35:21
REDACTED	1:34:33
REDACTED	1:25:50
REDACTED	1:19:34
REDACTED	1:19:23
REDACTED	1:17:08
REDACTED	1:09:39
REDACTED	1:06:12
REDACTED	1:04:42
REDACTED	1:04:23
REDACTED	1:03:19
REDACTED	1:00:23
REDACTED	0:59:38
REDACTED	0:56:29
REDACTED	0:53:01
REDACTED	0:48:39
REDACTED	0:43:33
REDACTED	0:42:37
REDACTED	0:39:45
REDACTED	0:38:42
REDACTED	0:38:28
REDACTED	0:36:03
REDACTED	0:35:43
REDACTED	0:33:59
REDACTED	0:32:20
REDACTED	0:29:39

# **Exhibit H**



On (b) (6), (b) (7)(C) /19, (b) (6), (b) (7)(C) reached out to me regarding an associate, (b) (6), (b) (7)(C), that was 4 hours of time off task. I asked (b) (6), (b) (7) if (b) (6), (b) (7) conducted a seek to understand at the associate's station to understand barriers throughout the shift. (b) (6), (b) (7) explained (b) (6), (b) (7) did and could not account for (b) (6), (b) (7) time. I asked (b) (6), (b) (7) to bring the associate down to the main office to conduct a formal seek to understand with a member of HR present about the duration of the shift. I asked (b) (6), (b) (7) what happened throughout the day and what barriers (b) (6), (b) (7) faced during the shift that had (b) (6), (b) (7) accrue almost 4 hours of time off task. (b) (6), (b) (7) explained that (b) (6), (b) (7) went off station to refill (b) (6), (b) (7) water bottle multiple times as (b) (6), (b) (7) only drinks cold water" and went to the bathroom when (b) (6), (b) (7) wasn't feeling well. I asked (b) (6), (b) (7) if (b) (6), (b) (7) went down to AMCARE or escalated (b) (6), (b) (7) issues to (b) (6), (b) (7) leadership team and (b) (6), (b) (7) said no. When asked why (b) (6), (b) (7) did not escalate, (b) (6), (b) (7) could not explain why (b) (6), (b) (7) did not escalate any of (b) (6), (b) (7) concerns during the shift.

I asked (b) (6), (b) (7) if (b) (6), (b) (7) was aware of the time off task policy and (b) (6), (b) (7) stated (b) (6), (b) (7) was. Going through the seek to understand template, (b) (6), (b) (7) marked off multiple times throughout the shift where (b) (6), (b) (7) went to the restroom or had station issues. (b) (6), (b) (7) time off task was then adjusted to 2 hours and 44 minutes, after accounting for station issues and time in the bathroom. There were multiple large gaps of time unaccounted for in the shift and when asked if (b) (6), (b) (7) could bridge this time, (b) (6), (b) (7) could not. I then again reiterated the time off task policy and explained any time off task over 2 hours would escalate to a termination of employment. I once again asked (b) (6), (b) (7) again if there were any points of the shift (b) (6), (b) (7) could remember where (b) (6), (b) (7) was to reduce (b) (6), (b) (7) total time off task. (b) (6), (b) (7) then stated (b) (6), (b) (7) could not.

I walked out of the room and escalated to my (b) (6), (b) (7)(C) to get a final approval of the time off task termination. I explained to (b) (6), (b) (7) the outcome of the seek to understand and (b) (6), (b) (7) adjusted time off task. Once approved by (b) (6), (b) (7)(C), (b) (6), (b) (7) uploaded the feedback into adapt and I approved it after final approval from HR leadership. (b) (6), (b) (7) and I reentered the room and (b) (6), (b) (7) read the formal feedback to (b) (6), (b) (7) then became visibly frustrated and upset with the outcome. I explained to (b) (6), (b) (7) the process that was followed and since (b) (6), (b) (7) could not account the large gaps of TOT throughout the day, we would have to hold (b) (6), (b) (7) accountable to the times of the shift where (b) (6), (b) (7) was not working. (b) (6), (b) (7) continued to make comments about the unfairness of the situation. I explained that this outcome would not change and to escalate (b) (6), (b) (7) concerns to the ERC if (b) (6), (b) (7) felt this termination was not fair and consistent with policy. (b) (6), (b) (7) was not eligible for an appeal as (b) (6), (b) (7) had only been with the company for less than 90 days.

(b) (6), (b) (7) escorted (b) (6), (b) (7) to the main entrance where (b) (6), (b) (7) started to become physically agitated. (b) (6), (b) (7) asked (b) (6), (b) (7) for (b) (6), (b) (7) badge and began to scream stating to "get away from (b) (6), (b) (7) and "to stop following (b) (6), (b) (7) (b) (6), (b) (7) ran to the locker room and emptied (b) (6), (b) (7) belongings from (b) (6), (b) (7) locker. (b) (6), (b) (7) took the physical lock from the locker at threw it at the ground. (b) (6), (b) (7) then threw (b) (6), (b) (7) badge at (b) (6), (b) (7) before security escorted (b) (6), (b) (7) out of the building.

# **Exhibit I**

Terminations for 2 or more hours of TOT in a single day  
 January 1, 2019 through November 30, 2019

	Employee	Termination Date	TOT
1	REDACTED	(b) (6), (b) (7)(C)	2 hours 11 minutes
2	REDACTED	(b) (6), (b) (7)(C)	3 hours 12 minutes
3	REDACTED	(b) (6), (b) (7)(C)	3 hours 32 minutes
4	REDACTED	(b) (6), (b) (7)(C)	2 hours 33 minutes
5	REDACTED	(b) (6), (b) (7)(C)	2 hours
6	REDACTED	(b) (6), (b) (7)(C)	2 hours 0 minutes
7	REDACTED	(b) (6), (b) (7)(C)	4 hours 19 minutes
8	REDACTED	(b) (6), (b) (7)(C)	2 hours 46 minutes
9	REDACTED	(b) (6), (b) (7)(C)	5 hours 20 minutes
10	REDACTED	(b) (6), (b) (7)(C)	2 hours 2 minutes
11	REDACTED	(b) (6), (b) (7)(C)	2 hours 36 minutes
12	REDACTED	(b) (6), (b) (7)(C)	2 hours 10 minutes
13	REDACTED	(b) (6), (b) (7)(C)	3 hours 21 minutes
14	REDACTED	(b) (6), (b) (7)(C)	2 hours 2 minutes
15	REDACTED	(b) (6), (b) (7)(C)	2 hours 38 minutes
16	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	2 hours 44 minutes
17	REDACTED	(b) (6), (b) (7)(C)	3 hours 41 minutes
18	REDACTED	(b) (6), (b) (7)(C)	7 hours 17 minutes