

BY EMAIL

September 26, 2025

Reply to: KAYLA BERGSSON

telephone direct: 604-319-9188
email: kbergsson@vslo.bc.ca

BC Labour Relations Board
Suite 600 – Oceanic Plaza
1066 West Hastings Street
Vancouver, BC V6E 3X1

Attention: Registrar

Dear Registrar:

Re: Amazon Canada Fulfillment Services, ULC (“Amazon”) -and- Unifor Local 114 (the “Union”) (Unfair Labour Practice Complaint)

We continue to represent the Union and have been authorized to file this complaint on its behalf.

I. NATURE OF COMPLAINT

The Union files this complaint to address Amazon’s withholding of regular annual wage increases from bargaining unit members post-Certification. This constitutes a breach of sections 6(1), 6(3)(a) and (d), 9, and 45(1)(b) of the [Labour Relations Code](#), (the “Code”).

II. PARTIES

Unifor Local 114
Attn: Justin Gniposky
326 – 12th Street, 2nd floor
New Westminster, BC V3M4H6
Phone: 416-275-6389
Email: Justin.Gniposky@unifor.org

Amazon Canada Fulfillment Services, ULC
Attn: Kurt Ellsay
510 West Georgia Street, 14th Floor
Vancouver, BC V6B0M3
Phone: 780-916-2358
Email: keellsay@amazon.com

Union Counsel

Victory Square Law Office
Attn: Kayla Bergsson
710 – 777 Hornby Street
Vancouver, BC V6Z 1S4
Phone: 604-319-9188
Email: kbergsson@vslo.bc.ca

Employer Counsel

Mathews, Dinsdale & Clark LLP
Attn: Keith Murray
Suite 1950 – 400 Burrard Street
Vancouver, BC V6C 3A6
Phone: 604-638-2041
Email: kmurray@mathewsdinsdale.com

III. FACTS

1. The Union relies on the following facts in support of its complaint.
2. Between early 2023 and May, 2024, the Union and employees at Amazon's warehouse ("FC") located at 450 Derwent Place, Delta BC ("YVR2") organized (the "Organizing Drive").
3. On May 21, 2024, the Union filed an application to certify the employees at YVR2 as a bargaining unit (case number 2024-000597) (the "Certification Application").
4. On July 10, 2025, further to a BC Labour Relations Board (the "Board") decision that Amazon had committed unfair labour practices (the "Original Decision"), remedial certification was granted to employees at YVR2 (the "Certification").
5. In the Original Decision, the Board also ordered that bargaining unit members be granted access to the Union by way of meetings at YVR2 and at the cost of the employer (the "Access Meetings"). The Access Meetings occurred at YVR2 on September 16, 18, and 20, 2025.
6. Amazon, without exception, has provided an annual wage increase to employees at YVR2 and other warehouses in the lower mainland (the "Annual Wage Increase"). The Annual Wage Increase helps address inflation and the rising costs of living for employees and constitutes "business as usual" for Amazon's operations. Every year since YVR2 started operations, including in 2023 during the Organizing Drive and in 2024 while the Certification Application was pending, Amazon has provided the Annual Wage Increase.
7. In 2022, the Annual Wage Increase provided in the first week of October was \$1.20 per hour.
8. In 2023, the Annual Wage Increase in the first week of October was \$1.30 per hour.
9. In 2024, the Annual Wage Increase in the last week of September was \$1.50 per hour.

10. In 2025, during the week of September 15 when the Access Meetings were occurring, Amazon announced to YVR2 employees that it was withholding the Annual Wage Increase this year, citing the “statutory freeze”, stating it was due to the Union “coming in” as the reason for withholding the raise.

11. The announcement was made by leadership verbally to all employees. For transportation department employees, transportation operations manager, Cameron Einarson made the announcement on at least two occasions: September 17 and September 18 or 19.

12. Meanwhile, also during the week of September 15, 2025, Amazon announced that employees at other fulfillment centres within its “YVR Node” — the facilities located in and around Greater Vancouver — would be receiving a higher-than-usual annual wage increase. Bargaining unit members at YVR2 are acutely aware of these announcements.

13. Typically, Amazon’s annual wage increases for employees at FCs in the YVR Node range from approximately \$1.00 to \$1.50 per hour. By contrast, Amazon advised that, effective September 28, 2025, employees at its New Westminster fulfillment centre (“YVR3”) would receive wage increases of \$2.05 for Tier 1 employees and \$2.85 for Tier 3 employees.

14. In contrast to the significant annual wage increases announced for employees at other FCs within the YVR Node, Amazon has withheld the annual wage increase from employees at YVR2.

15. Amazon’s decision to deny YVR2 employees the Annual Wage Increase, while providing unusually high increases at other facilities, is motivated by anti-union animus and is part of a calculated effort by Amazon to feed into employees’ sense of insecurity regarding the Union and to foster resentment toward the Union.

16. As stated in the Union’s other unfair labour practices complaint amendment filed on today’s date (the “Second Unfair Amendment”), Amazon has also made comments on its My Voice Board linking the withholding of the raise at YVR2 to the Union’s certification. These statements, when combined with Amazon’s discriminatory wage practices, reinforce the message that employees are being penalized due to unionization.

17. Amazon’s withholding of the annual wage increase has exacerbated employees’ sense of insecurity regarding the Union and has generated significant unrest and division among employees at YVR2.

IV. LEGAL SUBMISSION

18. Amazon’s decision to withhold the annual wage increase at YVR2 and simultaneously grant substantially higher increases at other YVR Node FCs is clearly not motivated by a desire to comply with the *Code*. During the statutory freeze period under section 32, while the certification application was pending, Amazon continued to provide

the annual wage increase. The *Code* does not prevent Amazon from maintaining this established practice.

19. On the contrary, by withholding the annual wage increase after certification, Amazon has done the following:

- (a) unilaterally altered a term and condition of employment that forms part of employees' contracts, in violation of section 45(1)(b) of the *Labour Relations Code*.
- (b) differentiated between employees at YVR2 and employees at neighbouring FCs on the basis of union certification, constituting discrimination against bargaining unit members contrary to section 5(1)(c) and 6(3)(a) of the *Code*.
- (c) created a sense of insecurity regarding the Union among the bargaining unit and fostered resentment toward the Union, constituting interference with the Union's formation, selection, and/or administration, contrary to section 6(1) of the *Code*;
- (d) imposed a term or condition in the YVR2 employees contracts of employment that seeks to restrain them from exercising their rights under the *Code*, contrary to section 6(3)(c);
- (e) attempted to compel and/or induce employees to refrain from participating in the Union and its activities through intimidation, threats, imposition of penalties, by a promise, by a wage increase, and/or by altering terms and conditions of employment, contrary to section 6(3)(d) of the *Code*;
- (f) coerced or intimidated employees in a manner that could reasonably have the effect of compelling or inducing them to refrain from becoming or to cease to be a member of a trade union, contrary to section 9 of the *Code*; and
- (g) breached the order in the Original Decision that Amazon cease and desist from committing further unfair labour practices.

V. REMEDIES

VI. The Union seeks the following remedies:

- (h) a declaration that the Employer contravened sections 5(1)(c), 6(1), 6(3)(a), 6(3)(c), 6(3)(d), 9, and 45(1)(b) of the *Code*;
- (i) a declaration that the Employer contravened the Board order in the Original Decision that Amazon cease and desist from committing further unfair labour practices;

- (j) an order that the Board file the cease and desist order in the BC Supreme Court;
- (k) an order directing the Employer to cease committing further breaches of the *Code*;
- (l) an order requiring the Employer to post a copy of the Board's decision at the workplace and circulate it to the employees at the workplace and by email at the Employer's expense;
- (m) an order allowing the Union an opportunity to meet with employees at the Employer's expense during working hours at a time directed by the Board; and
- (n) an order that Amazon immediately and retroactively provide the Annual Wage Increase to YVR2 employees in the same percentage increase provided to YVR3 employees;
- (o) an order making any employee whole for any loss;
- (p) an award of \$400,000 for loss of the union's reputation;
- (q) an order for costs; and,
- (r) such other orders that the Board may consider appropriate to ensure compliance with the *Code* and adequately remedy the *Code* breaches.

VII. SERVICE

20. A copy of this application is being served on the Employer via email to the Employer's counsel, with a copy to the Employer's email, concurrent with filing. Amazon's counsel has confirmed it will accept service in this manner.

VIII. FILING FEE

21. Please charge the filing fee to our firm's pre-approved account.

All of which is respectfully submitted.

Yours truly,

VICTORY SQUARE LAW OFFICE LLP

per:



Kayla Bergsson