Starbucks Corporation ("Employer") operates over 9,000 locations in the United States serving food and a wide variety of beverages, including specialty, made-to-order coffee drinks. These stores are staffed by baristas, the individuals who prepare the food and beverages, and shift supervisors, who perform the same tasks as baristas but also have additional responsibilities.

On January 7, 2022, Workers United ("Petitioner") filed the instant petition seeking to represent all full-time and regular part-time baristas, shift supervisors, and assistant store managers\(^1\) employed by the Employer at Store 22349, located at 2830 Willamette Street, in Eugene, Oregon ("Store 22349"). The petitioned-for unit consists of about 27 employees.

The Employer opposes the scope of the petitioned-for single-facility unit and contends that the only appropriate unit is a multi-facility unit consisting of all 11 stores in District 156, including Store 22349,\(^2\) the district within which Store 22349 is located, which consists of approximately 223 additional employees.\(^3\) Conversely, Petitioner contends that the petitioned-for employees employed at Store 22349 constitute a presumptively appropriate single-facility unit.

A Hearing Officer of the National Labor Relations Board ("Board") held a videoconference hearing on January 28 and 31 and February 1, 2022. The Hearing Officer, consistent with the parties’ request, also took administrative notice of record evidence introduced in several other

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\(^1\) The record shows that the Employer does not employ any assistant store managers at the petitioned-for store and does not contain any evidence that the Employer currently intends to hire an assistant store manager at Store 22349.

\(^2\) Although not argued on brief, at hearing the Employer contended that, in the alternative, the smallest appropriate unit consists of the stores within District 156 located in Eugene, Oregon.

\(^3\) District 156 includes the following stores: (1) Store 22349, located at 2830 Willamette St., Eugene, OR; (2) Store 60461, located at 94504 Highway 99E, Junction City, OR; (3) Store 02975, located at 3003 N. Delta Hwy, Eugene, OR; (4) Store 17920, located at 3110 W. 11th Ave., Eugene, OR; (5) Store 3367, located at 1115 Valley River Dr., Eugene, OR; (6) Store 25591, located at 1395 University St., Eugene, OR; (7) Store 3409, located at 495 W. 7th Ave., Eugene, OR; (8) Store 60983, located at 1270 N. Bayshore Dr., Bldg. H, Coos Bay, OR; (9) Store 449, located at 65 Oakway Ctr., Eugene, OR; (10) Store 27299, located at 1895 Franklin Blvd., Eugene, OR; (11) Store 65196, located at 1505 Franklin Blvd, #131, Eugene, OR.
hearings before the Board on separate petitions filed by Petitioner in Region 19 and in other Regional Offices. Petitioner and the Employer both filed post-hearing briefs.

As set forth below, based on the record, the parties’ briefs, and relevant Board law, I find that the record establishes that the petitioned-for baristas and shift supervisors at Store 22349 constitute an appropriate unit. Accordingly, I am directing a mail-ballot election.4

I. FACTS

A. Control Over Daily Operations, Labor Relations, and Local Autonomy

The Employer’s large, nationwide presence requires several layers of organization. Baristas and supervisors report to the store manager of their “home store,” their primary place of employment. Multiple stores are organized into a “district,” managed by a district manager, to whom the store managers of the stores within that district report. Multiple districts combine into an “area,” reporting to a regional director. Then multiple regions combine and fall under the umbrella of the regional vice president. At the corporate level, which for the purposes of this decision I define as decisions or materials originating above the district level, the Employer has specialized departments that address specific issues ranging from “Partner Relations,” which serves a traditional human resources function, to the “Seattle Support Center,” which provides updates on promotions and marketing in stores.

With respect to the petitioned-for employees, there is a store manager responsible for Store 22349, where the Employer employs about 19 baristas and 8 shift supervisors. In turn, the store manager for Store 22349 is part of District 156, overseen by a district manager (“district manager”).5 The composition of districts sometimes changes during a process known as realignment, in which particular stores may enter or leave a district. Currently, District 156 encompasses 9 stores located in Eugene, including stores on the University of Oregon campus, 1 store in Junction City, located about 30 minutes driving distance north of Eugene, and 1 store in Coos Bay, located over 2 hours driving distance southwest of Eugene. The Employer employs approximately 250 employees in the barista and shift supervisor classifications in District 156.

District 156 is grouped with 7 other districts located throughout Oregon into Area 40, which is overseen by a regional director. Of significance to the instant matter, Area 40 includes District 489, which includes the Employer’s stores located in Springfield, immediately east of and approximately a 10-minute drive from Eugene. Area 40 is in turn part of the Pacific Northwest Region, overseen by the regional vice president based out of Seattle, Washington.

1. Daily Operations

Store 22349 operates seven days a week, from 5:30 a.m. to 7 p.m. daily. Store 22349 is a drive-thru store with a café, although the café lobby closes at 6 p.m. Employees take orders either in-person in the café, via the drive-thru, or from a mobile ordering system; prepare food and drinks; and operate the register as needed. The Employer’s stores are designed to provide a consistent

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4 Both parties agreed to a mail-ballot election.
5 The district manager for District 156 did not testify in the instant proceeding.
experience for the customer across locations, with standardized menus, promotions, and store design.

The staff at Store 22349 typically includes approximately 19 baristas, 8 shift supervisors, and 1 store manager. The store manager is the primary “keyholder,” in that they have a key to the store and the cash tills, but the store manager may also designate shift supervisors as keyholders for certain shifts on the schedule. As discussed below, the store manager exercises authority over certain personnel-related functions, such as hiring and scheduling. According to the Employer’s Partner Guide for U.S. stores, the “store manager is ultimately in charge of all store operations and directs the work of the assistant store manager(s), […] shift supervisors, and baristas. The store manager is responsible for personnel decisions, scheduling, payroll, and fiscal decisions.” No assistant store managers work at Store 22349, and a total of 3 assistant store managers are employed in all of District 156. If the store manager is away for any extended period, such as on vacation, the Employer assigns a proxy store manager to come and work in the store to provide support.

The district manager for District 156 is in regular contact with the store manager of Store 22349, addressing not only Store 22349’s performance, but also operational issues over which the district manager has ultimate authority, such as hours of operation. The district manager for District 156 visits Store 22349 approximately twice per month, but the record does not detail any in-person contact with the petitioned-for employees either during these visits or on other occasions. The district manager for District 156 meets weekly with the store managers to review topics such as seasonal product promotions, future staffing needs, earnings, and customer trends.

The Employer maintains numerous corporate handbooks and guidelines that govern day-to-day operations, including, inter alia: a “Partner Guide” and “Store Operations Manual” covering terms and conditions of employment and daily practices; an “Ops Excellence Field Manual,” which identifies the roles and responsibilities of the various employees in the Employer’s stores; and the “Clean, Safe, and Ready” cards that instruct employees on how to maintain the health, cleanliness, and safety of the store. Additionally, the Employer utilizes corporate product management programs, such as its “Inventory Management System” and “Par Builder,” to handle most ordering and deliveries. It is undisputed that many aspects of Store 22349’s operations, from pricing and promotions to suppliers, are controlled by the Employer at the corporate level.

2. Day-to-Day Supervisory Functions

a. Hiring

To determine whether the Employer will need to hire more employees in District 156, the regional director for Area 40, the district manager for District 156, and the partner resources manager meet once a month to look at current staffing levels and forecast future needs. The district manager also discusses general staffing needs in the weekly meeting with the store managers in District 156. The store manager for Store 22349 testified that the initial indication that he needs to hire additional employees for his store is when he has a hard time scheduling enough employees on different shifts.
The Employer has a standardized hiring process involving an application and an interview, guided by corporate-level policies. Interested applicants apply online through the Employer’s website. Store managers, including the store manager for Store 22349, access the applicant pool through the Employer’s internal “Taleo” program. The store manager for Store 22349 decides who to interview and then conducts the interview with materials created at the corporate level. After the interview, the store manager answers questions about the applicant in the Taleo system and clicks on whether they recommend the applicant for hire. If the store manager does not have a position open for hire at their store, the store manager can send the candidate’s information to a different store manager. The store manager for Store 22349 has the authority to decide which barista he wants to hire and to offer a position to that barista, pending a background check. For shift supervisors, the regional director for Area 40 testified that store managers hire shift supervisors. Conversely, the store manager for Store 22349 testified that he has not hired externally for a shift supervisor position so is not sure if he has the authority to do so. As shift supervisor positions are generally filled by internal applicants through the promotion process, I discuss this in greater detail below. Thus, to the extent that the district manager may play a role in determining whether hiring will occur at Store 22349, the record is clear that the store manager decides who to hire at that store.

The store manager for Store 22349 testified that the district manager possessed the authority to override a hiring decision. As the sole example, the store manager for Store 22349 testified that he is aware of one instance involving a different store, where another store manager was planning on hiring an employee who had previously worked for the Employer at a separate location. However, per the store manager for Store 22349, the district manager recognized the name as someone who had major corrective action and said not to move forward with hiring. The record contains no other details about this example and no other examples of the district manager for District 156 overriding hiring decisions. Specifically, the record contains no examples of the district manager for District 156 overriding the hiring decisions of the store manager of Store 22349 with respect to the petitioned-for employees.

b. Promotion

The Employer posts available shift supervisor positions in its Taleo system, where interested baristas complete applications. Then, the store manager for Store 22349 and another store manager co-interview the applicant with the interview guide created at the corporate level. Two store managers must approve a barista to be promoted to shift supervisor. The store manager for Store 22349 testified that he needs approval from the district manager to promote a barista to shift supervisor. The record does not contain any evidence of a district manager deviating from the recommendation of the store managers who interviewed the shift supervisor applicant or conducting any independent review of the recommendation.

c. Transfer

In order to be eligible to permanently transfer between the Employer’s stores, corporate policy dictates that an employee must have worked in their role for at least six months and generally be in good standing. According to the regional director of Area 40 and the store manager for Store 22349, if a barista or shift supervisor wants to transfer, the employee fills out a “Transfer Request Form” that the store manager submits to the district manager for processing. However,
one barista and one shift supervisor each testified that they never completed a transfer request form or any written paperwork when they transferred from another of the Employer’s stores to work at Store 22349. The only other employee witness who transferred to Store 22349, a shift supervisor who transferred from an Employer store out of state, did complete written transfer paperwork prior to the transfer.

If the transfer request is internal within the district, the district manager handles the request. If the transfer request is for outside the district, the district manager for the current district sends the request to the district manager for the employee’s desired district. The store manager for Store 22349 testified that he does not have the authority to process a partner transfer without involving the district manager, who checks the employee’s work history to ensure that there is no history of corrective actions or workplace problems.

Per the store manager for Store 22349, the district manager for District 156 has rejected a transfer request. The sole example in the record arises from an employee who was employed at another store but worked at Store 22349 temporarily while their home store was closed due to the COVID-19 pandemic. This was done with the understanding that the employee would return to their home store when it reopened. While at Store 22349, the employee accrued several corrective actions. Although the store manager for the employee’s home store agreed to take the employee back, the district manager did not allow the transfer under the Employer’s corporate policy requiring employees to be in good standing in order to transfer.

d. **Training**

Upon hire new baristas complete standardized online training modules and are also trained on how to perform the duties of a barista by a “barista trainer.” Barista trainer is not a separate classification, but a designation that the store manager applies to certain employees that results in additional pay when a barista trainer completes the training of a newly hired barista. The store manager also decides which barista trainer oversees the training of each new barista.

The barista trainer utilizes a training plan created by the Employer at the corporate level that addresses the topics covered, the time allotted, and the substance of the training. The store manager ensures that the store has sufficient barista trainers to perform the training and arranges the schedule in a way that those directly involved in the training – the new barista and the barista trainer – have time to complete the program without impacting the normal operation of the store. The store manager also verifies that the new hire has received the mandated training. In certain circumstances, such as when a store has not yet opened, new employees may receive training at a different store from their home store.

New shift supervisors must complete online training created at the corporate level. Additionally, at Store 22349, new shift supervisors are paired either with the store manager or with an experienced shift supervisor for on-the-job, in-person training. The store manager for Store 22349 decides when new shift supervisors have completed training and may work independently as shift supervisors.
e. Scheduling and Paid Time Off

The store manager creates the schedule for employees at Store 22349. At the time of hire, employees complete partner availability forms and update those as necessary with the store manager. Based on this availability, the Employer’s Starbucks Partner Hours corporate scheduling software creates a draft weekly schedule. The store manager then takes this schedule and makes additional modifications, such as to reflect requests for time off or schedule changes already granted.

If there are gaps in the schedule resulting in insufficient coverage at Store 22349, the store manager for Store 22349 has several options available.

First, the store manager may contact employees already scheduled to work to see if they want to lengthen their shifts or contact employees who are not scheduled that day to see if they want to take on an additional shift.

If unsuccessful, next the store manager reaches out to other store managers and asks if they have employees willing to work shifts as “borrowed partners,” the Employer’s corporate terminology for employees working outside their home store. The store manager for Store 22349 testified that he will solicit assistance based on geographic proximity and his professional relationship with the store manager; noting he is more likely to reach out to a store manager in Springfield than the store manager in Coos Bay. Sometimes the store manager for Store 22349 reaches out directly to employees of Store 22349 to see if they have friends at other stores interested in working additional hours as borrowed partners. The store manager of Store 22349 can also post vacant shifts to a Facebook group entitled “Shift Coverage in the Eugene/Springfield Area,” for which they are one of the six store managers who serve as administrators. On this Facebook group both employees and store managers may post open shifts for stores located in District 156 or District 489.

The store manager for Store 22349 testified generally that only the store managers at the home and borrowing stores are involved in deciding whether a partner can be borrowed. As an apparent exception to this, the store manager of Store 22349 testified that a specific employee had emotional breakdowns when working at other stores, causing the employee to be unable to complete the borrowed partner shifts. After this happened on a few occasions, the district manager for District 156 said that the employee could not work as a borrowed partner for a certain period. Now that the underlying situation has been resolved, the employee can again work as a borrowed partner. The record reveals no other involvement of the district manager for District 156 in whether employees “borrow” into or out of Store 22349.

Finally, if the store manager for Store 22349 cannot fill the shift vacancy with employees from the store or with borrowed partners, they may pause mobile ordering or temporarily alter the store’s hours, both of which require approval from the district manager of District 156.

Employees may also request paid time off, change their schedule, or get coverage for their shift. If employees need to call in sick or have a last-minute emergency, they typically contact the shift supervisor on duty or the store manager. For all other schedule changes or absences,
employees may request a schedule change from the store manager or find someone to cover their shift, either by contacting coworkers directly or using the Eugene/Springfield Facebook group mentioned above. To request paid vacation time in advance or a change in a schedule, employees at Store 22349 may request time off on the Employer’s “MyPartner” availability website, using a paper form, or via in-person or text message conversations with the store manager for Store 22349. Some employees also noted that if they fill out the online request form they also discuss their request with the store manager as a best practice. Regardless of the method of the request, the store manager must approve or deny requests for paid vacation or schedule changes and has the authority to do so. To use approved paid vacation or sick time, employees record the paid time off in the “Punch Communications Log,” which is part of the “Daily Records Log” kept at Store 22349. The store manager then notes his approval in the Punch Communications Log and enters the paid time off into the system; the log does not require district manager approval for paid time off. The record contains no evidence of any involvement by the district manager for District 156 in requests for, or approval of, schedule changes or paid time off.

The store manager for Store 22349 must approve any overtime for employees whose home store is Store 22349. This approval is required even if the employee will start to incur overtime while working as a borrowed partner at another store.

f. Discipline

As with hiring, the Employer provides extensive materials produced at the corporate level to guide store managers in issuing discipline. The Employer’s “Virtual Coach” tool allows a store manager to select from topics such as “attendance and punctuality,” then use a series of drop-down menus to narrow the focus of the problem, ultimately reaching a “result.” For example, if the attendance and punctuality topic is selected, a menu then allows the store manager to choose from subtopics such as “no call/no show” or “tardiness.” If the tardiness option is selected, the Virtual Coach then asks five questions, including “if the partner arrived late to a scheduled shift, were there any extenuating circumstances?” and “has the partner mentioned an inability to comply with Starbucks Attendance and Punctuality policy due to religious or medical reasons?” If all five questions are answered in the negative, the Virtual Coach produces a result of “Documented Coaching is consistently recommended for a first-time policy violation.” Store managers have the discretion to reach out to partner relations or their district manager if for some reason they do not want to act in strict conformity with the Virtual Coach.

The Employer uses the same corrective action form in its U.S. stores, including in District 156. The corrective action form includes the name and signature of the store manager, but not the district manager. The corrective action form identifies three levels of pre-discharge discipline: “documented coaching,” “written warning,” and “final written warning.” The store manager for Store 22349 has the authority to issue the first two levels of discipline independently and has done so. Decisions regarding final written warnings and termination originate with the store manager, who observe the conduct warranting the higher-level discipline, but the store manager for Store 22349 testified that he does not have the authority to discharge employees without input from the district manager and that he discusses any final written warning or discharge with the district manager prior to issuance so that the district manager for District 156 can ensure consistency and
confirm the file contains the appropriate documentation. The store manager for Store 22349 delivers all levels of disciplinary action to the petitioned-for employees.

As an example of deviation from the Virtual Coach and consultation with the district manager, the store manager for Store 22349 testified that on one occasion within the past two years, he issued low-level discipline to an employee who consistently arrived late and then, after consultation with the district manager, issued the tardy employee a final written warning. When the employee arrived late yet again, at which point under the discipline policy they should have been discharged, the employee revealed to the store manager that they were the victim of ongoing domestic violence, which directly caused the tardiness. Upon learning this, the store manager consulted with the district manager and determined that a more appropriate response was a documented coaching for failing to be open and honest about things impacting the employee’s ability to work.

The store manager for Store 22349 testified that if he witnesses or otherwise becomes aware of a problem when acting as a proxy store manager that he could issue a verbal coaching or could inform the regular store manager of what was witnessed. The store manager for Store 22349 was not aware of any other store manager issuing discipline to the petitioned-for employees.

**g. Evaluation**

The Employer does not conduct performance reviews for the petitioned-for employees or any baristas or shift supervisors within District 156.

**h. Assigning and Directing Work**

The Employer’s corporate “Playbuilder” internet-based planning tool at all of its U.S. stores enables each store to maximize the efficiency of its staffing level on a given shift. Playbuilder allows store managers, assistant store managers, or shift supervisors, also referred to as “play callers,” to input the number of employees working at a particular moment, the day of the week, and the time, and then to receive an automated map of where those employees should be located on the “floor” of the store. The play caller can see a list of the employees working at that time and assign their names to a particular “play,” which is a job location or role within the store, in the Playbuilder system. The record primarily contains generalized testimony about Playbuilder from the regional director for Area 40 and does not include specific information about how Playbuilder is implemented at Store 22349.

**B. Employee Skills, Functions, and Working Conditions**

The skills and job functions of baristas and shift supervisors are essentially identical at all the Employer’s stores, including those stores located in District 156. Baristas make coffee and tea beverages, prepare food, take orders, clean, stock, and assist with other tasks, such as working in the drive-thru. Shift supervisors perform the same duties as baristas but are also in charge of “running the floor,” including ensuring that employees take breaks and documenting those breaks, overseeing the daily coverage report, planning the “floor” to determine which partners will work in different roles, such as the register, and distributing “Clean, Safe, and Ready” cards with
cleaning instructions to the appropriate roles. Shift supervisors may also be designated on the schedule by the store manager to act as a “keyholder” for a particular shift.

Each store is not identical, as some stores, like Store 22349, have a drive-thru or offer delivery, while others only have cafes or are kiosks. These differences change the volume of food and beverages employees need to prepare. Additionally, standardized equipment and menus make it possible that an employee can move from their home store to another location and prepare the Employer’s food and drinks with minimal difficulty.

In addition to preparing food and drinks, many other job duties, ranging from restocking merchandise to cash handling, are dictated by corporate policy. Workplace rules, such as those set forth in the “Partner Guide” and “First Sip,” are also established at the corporate level. However, employee testimony showed that a store manager may emphasize or relax specific corporate standards, such as whether to place sleeves on hot beverages.

Customer orders also vary between locations. For example, stores closer to the University of Oregon campus generally service younger clientele who often order more complicated drinks, whereas stores that cater to older customers often serve simpler drinks. One shift supervisor testified that Store 22349 usually services older customers in the mornings, which allows employees to keep drive-thru wait times shorter. Store 22349 also has certain “regular” customers who frequent the store; when employees see a regular customer approaching, they begin to prepare their drink order in advance, which again helps with speed of service. Borrowed employees can complete regulars’ orders but take more time doing so.

The Employer’s corporate compensation team determines wage scales for all hourly and salary employees throughout U.S., including the employees at issue in District 156. The corporate compensation team sets wage rates geographically in ways that do not necessarily correlate to the Employer’s district lines, as some districts located in Area 40 have different wage rates within the district. All of the stores in District 156 have the same wage rates. Thus, within District 156, differences in wage rates are based on skill and experiences on a uniform wage scale.

All stores in District 156 have tip pools among the baristas and the shift supervisors who worked in the store that week. Tips are pooled on a weekly basis, and some stores have better tips than other stores.

Fringe benefits, such as vacation, paid leave, and health insurance, are also determined at the corporate level and uniform across stores.

Eligible employees may also receive barista trainer bonuses or new partner referral bonuses. Store managers enter the type of bonus into the payroll system, but do not control the amount of money allocated for the bonus.

Store 22349 is open 5:30 a.m. to 7 p.m. every day. The record reveals that hours of operation differ among the stores in District 156 but does not specify the store hours for each location at issue. Store hours or the scope of store operations, such as mobile ordering and payment or the indoor café, sometimes change temporarily due to insufficient staffing or other store-specific issues.
C. Interchange

1. Temporary Interchange

Employees have a home store, but as noted above, it is relatively easy for employees to also work shifts at other stores as a “borrowed partner.”

The record contains no evidence showing the Employer has ever required employees to act as a borrowed partner. The regional director for Area 40 testified generally that the Employer could require or expect employees to work shifts at other stores, but this is speculative. Specific to the instant case, the record does not contain evidence showing that the Employer required employees from Store 22349 to work at other stores or required employees from other stores to work at Store 22349.

The record contains extensive evidence and analysis regarding borrowed partners working in District 156 for the period of July 1, 2019, through January 19, 2022.

The Employer’s expert witness noted that the data on borrowed partners includes all employees who worked at any stores in District 156, regardless of their home store or district. Moreover, the data in the record only shows partner borrowing for stores located within District 156 during the time period utilized by the Employer for its analysis. As noted above, stores enter and leave District 156 either through realignment or opening and closing. Accordingly, some of the Employer’s data shows interchange that occurred between 3 stores, Store 11201, Store 59312, and Store 2976, located in or near Springfield, during the time those stores fell within District 156, even though those stores are no longer part of District 156.

Per the Employer’s expert witness and charts, about 60.7 percent of employees in District 156 worked in only a single store, while the remaining 39.3 percent of employees worked at least one shift at more than one location within the district. Limiting the data to just Store 22349, only 29.2 percent of employees worked solely at Store 22349, while 70.8 percent worked at least one additional location; this limited data includes all employees who worked at Store 22349, both those for whom Store 22349 is their home store and those based elsewhere who merely worked one or more shifts at Store 22349. The Employer’s charts analyzing the number of stores in which employees worked during the time period used do not reveal how many shifts employees worked away from their home store, the frequency with which employees worked as borrowed partners, or which stores were involved.

The Employer’s charts also show that on approximately 21 percent of “store days,” or total number of days a store is open, Store 22349 utilizes at least one borrowed partner. However, this does not reflect the number of hours, shifts, or borrowed partners involved on each day.

According to the Employer’s graphs, the stores in District 156 averaged about 3.6 percent of “partner days borrowed,” which the expert witness calculated as the percent of borrowed shifts compared to total shifts for District 156; the Employer’s expert witness analysis does not reflect
percentage of shifts or hours worked on a given day or data specific to Store 22349. Petitioner presented a spreadsheet containing all shifts worked at Store 22349 for the same time period as addressed by the Employer showing that out of 8,725 shifts worked at Store 22349, 195 shifts were worked by borrowed partners. Accordingly, per Petitioner’s spreadsheet, borrowed partners worked only 2.2 percent of the total shifts worked at Store 22349 for the period of July 2019 through January 2022.

By day of the week, the Employer expert witness’s analysis of the data also shows that this is a fairly constant level of use during the week, with no particular day of the week representing a disproportionate amount of borrowed partner days.

Geographically, at least some amount of temporary interchange occurs between the 9 Eugene stores and the 1 store in Junction City. While the Employer presented a map with different thicknesses of arrows representing the number of borrowed partner days between locations, no chart or map created by the Employer reveals the number of days or shifts borrowed between specific stores in District 156. Regardless, the record is clear that no interchange occurred between Coos Bay Store 60983, over 100 miles away, and the Eugene and Junction City stores.

The Employer also provided different interpretations of the data controlling for the COVID-19 pandemic, stores that opened or closed, for employees who made permanent transfers, and for certain variables during the pre-COVID timeframe. Per the expert witness, the same patterns of temporary interchange still occur when controlling for these variables.

2. Permanent Interchange

As noted above in the section on transfers, employees may elect to permanently interchange between stores. The record does not reveal any evidence of permanent interchange mandated by the Employer involving the petitioned-for employees. With respect to voluntary permanent transfers, in summer 2020 one employee permanently transferred to Store 22349 from Junction City Store 60461 and another employee permanently transferred to Store 22349 from the since-closed Store 459 located on the University of Oregon campus that was included in District 156.

D. Distance Between Locations

Store 22349 is located anywhere from 2.5 miles to almost 6 miles from the 9 other Eugene stores within District 156. Additionally, District 156 includes Store 60641 in Junction City, about 17 miles north of Store 22349, and Store 60983 in Coos Bay, about 110 miles southwest of Store 22349.

6 The expert witness initially testified that this was the number of borrowed shifts relative to the total number of shifts. However, the chart in the record lists it as the percent of “partner-days borrowed” and on cross-examination the witness also referred to it as days.
E. Bargaining History

There is no prior history of collective bargaining involving Store 22349 or the other stores located in District 156.

II. ANALYSIS

A. The Board’s Legal Standard

The Board has long held that a petitioned-for single-facility unit is presumptively appropriate, unless it has been so effectively merged or so functionally integrated that it has lost its separate identity. Dixie Belle Mills, Inc., 139 NLRB 629, 631 (1962). The party opposing the single-facility unit has the heavy burden of rebutting its presumptive appropriateness. California Pacific Medical Center, 357 NLRB 197, 200 (2011); J&L Plate, Inc., 310 NLRB 429, 429 (1993); Renzetti’s Market, Inc., 238 NLRB 174, 175 (1978). To rebut the presumption, a party “must demonstrate integration so substantial as to negate the separate identity” of the single store unit. California Pacific, 357 NLRB at 200. To determine whether the single-facility presumption has been rebutted, the Board examines (1) central control over daily operations and labor relations, including the extent of local autonomy; (2) similarity of employee skills, functions, and working conditions; (3) the degree of employee interchange; (4) the distance between locations; and (5) bargaining history, if any exists. See, e.g., Trane, 339 NLRB 866 (2003); J&L Plate, Inc., 310 NLRB at 429.

The same presumption and the same factors apply in the retail chain setting. See, e.g., Red Lobster, 300 NLRB 908, 912 (1990); Foodland of Ravenswood, 323 NLRB 665, 666 (1997). At one time the Board applied a policy in the retail chain context of making unit determinations coextensive with the employer’s administrative division or the involved geographic area. Sav-On Drugs, 138 NLRB 1032 (1962); accord Frisch’s Big Boy Ill-Mar, Inc., 147 NLRB 551 (1964). However, the Board currently applies to retail chains “the same unit policy that it applies to multi-plant enterprises in general, that is . . . in the light of all the relevant circumstances of the particular case.” Frisch’s Big Boy, 147 NLRB at 551-52; Haag Drug Co., 169 NLRB 877, 877 (1968).

As in other contexts, there is nothing in the Act requiring that the unit found appropriate be the only appropriate unit, or the ultimate unit, or the most appropriate unit; the Act only requires that the unit be “appropriate.” Foodland Of Ravenswood, 323 NLRB at 666 (quoting Morand Bros. Beverage Co., 91 NLRB 409, 418 (1950)). It is not sufficient to merely show other combinations of employees may also constitute an appropriate unit; the issue is whether the employees at each petitioned-for store “alone constitute an appropriate unit.” Id.

B. Application

I find that the petitioned-for single store unit is presumptively appropriate. Starbucks Corp., 371 NLRB No. 71, slip op. at 1 (2022) (citing Haag Drug, 169 NLRB 877, 877 (1968)). “Accordingly, the central issue here is whether the Employer has met its ‘heavy burden’ to overcome the presumption that the single-store unit sought by the Petitioner is appropriate.” Id. (citing California Pacific Medical Center, 357 NLRB 197, 200 (2011)).
Based on the record evidence and for the reasons detailed below, I conclude that the Employer has failed to meet its heavy burden. The record contains specific evidence demonstrating the baristas and shift supervisors at Store 22349 perform their day-to-day work under the immediate supervision of the store manager for Store 22349 who is involved in hiring, scheduling, and disciplining employees, among other personnel functions. Further, the evidence of temporary interchange is relatively minor as a portion of total shifts worked. Overall, the majority of the factors considered by the Board in the single-facility presumption context either weigh in Petitioner’s favor or are neutral, and as such the Employer has failed to meet its burden.

1. Control Over Daily Operations, Labor Relations, and Local Autonomy

The Board has made clear that “the existence of even substantial centralized control over some labor relations policies and procedures is not inconsistent with a conclusion that sufficient local autonomy exists to support a single facility presumption.” California Pacific Medical Center, 357 NLRB at 199. Thus, “centralization, by itself, is not sufficient to rebut the single-facility presumption where there is significant local autonomy over labor relations. Instead, the Board puts emphasis on whether the employees perform their day-to-day work under the supervision of one who is involved in rating their performance and in affecting their job status and who is personally involved with the daily matters which make up their grievances and routine problems.” Hilander Foods, 348 NLRB 1200, 1203 (2006).

Accordingly, the primary focus of this control factor is the control that facility-level management exerts over employees’ day-to-day working lives. Red Lobster, 300 NLRB 908, 908 (1990); Renzetti’s Market, Inc., 238 NLRB at 175; Cargill, Inc., 336 NLRB 1114, 1114 (2001) (finding local autonomy when supervisors make assignments, supervise work, schedule maintenance inspections, impose discipline, handle initial employee complaints, and schedule vacations); Foodland of Ravenswood, 323 NLRB at 667 (“[R]esponsibility . . . to hire part-time employees, to schedule and assign employees, to approve overtime, to grant time off, to impose and recommend discipline, to evaluate employees and recommend their promotion, and to resolve and handle formal and informal employee grievances, constitutes significant evidence of local authority over employees’ status such that centralized control over other matters does not overcome the appropriateness of a single-store unit.”); Renzetti’s Mkt., 238 NLRB at 174 (finding merit to petitioner’s contention that such factors as centralized administrative control, uniform fringe benefits, and interdependence of the stores’ operations were outweighed by the “factor which is of chief concern to the employees,” the day-to-day working conditions, including discipline, scheduling, requests for leave, and handling routine grievances); Bud’s Thrift-T-Wise, 236 NLRB 1203, 1204 (1978) (finding that, though central labor policies circumscribed authority, store managers exercised autonomy in interviewing, scheduling, granting time-off, adjusting grievances, evaluating employees, and making effective recommendations for hiring, discipline, and firing); Lipman’s, 227 NLRB 1436, 1437 (1977) (“With regard to local autonomy, we find that supervisory personnel at the store level exercise considerable authority in personnel matters. While the personnel director makes final decisions as to discipline, schedules vacations, arranges for transfers, and handles grievances brought to her, in our opinion, the store manager and the personnel clerical at the downtown store also have and exercise substantial authority in the personnel area, in that the store manager evaluates and reprimands employees and the personnel clerical interviews, hires, schedules employee shifts, vacations, and overtime, and adjusts
grievances.”); *Haag Drug*, 169 NLRB at 879-80 (stating that store managers are generally autonomous in rating employee performance, hiring and firing, and handling routine grievances).

The Board recently examined the operational role of the Employer’s store managers in *Starbucks Corp.*, 357 NLRB No. 71 (2022). In *Starbucks*, the Board specifically addressed the Employer’s argument with respect to centralized operations and local autonomy that “its automated tools and company-wide policies limit store managers’ discretion over ‘the daily matters which make up [employees’] grievances and routine problems.’” *Id.* (citing *Haag Drug*, 169 NLRB at 878). The Board noted that in that case, petitioner adduced specific evidence that store managers “do, in fact, play a significant role in adjusting schedules, approving time off and overtime, evaluating employees, conducting interviews and hiring employees, and imposing discipline.” *Id.*, slip op. at 2. The Board acknowledged that while the Employer maintains nationwide tools and policies, the store managers “implement these tools and policies at the local level and make adjustments as needed in real time.” *Id.* The Board determined that given the Employer’s burden of proof, the Employer needed to “provide more than conclusory evidence to establish that store managers have little discretion in personnel matters, especially where there is specific evidence indicating otherwise.” *Id.*

Other recent decisions involving the Employer have reached the same conclusion with respect to local control. *Starbucks Corp.*, 2021 WL 5824335 (Dec. 7, 2021) (denying the Employer’s request for review and finding that the Employer failed “to rebut Petitioner’s specific evidence that store managers play a significant role in adjusting schedules, approving time off and overtime, evaluating employees, conducting interviews and hiring employees, and imposing discipline”). See also *Starbucks Corp.*, 01-RC-287618 and 01-RC-287639, Decision and Direction of Elections (March 3, 2022); *Starbucks Corp.*, 10-RC-288098, Decision and Direction of Election (Feb. 24, 2022); *Starbucks Corp.*, 19-RC-287954, Decision and Direction of Election (Feb. 18, 2022); *Starbucks Corp.*, 28-RC-289033, Decision and Direction of Election (Feb. 18, 2022); *Starbucks Corp.*, 03-RC-285929, Decision and Direction of Election (Jan. 14, 2022).

I find that this factor fails to support the Employer meeting its burden. As in the Board’s recent *Starbucks* decision, the record establishes that the store manager for Store 22349 plays a significant role in personnel matters regarding the petitioned-for employees.

For hiring, there is no dispute the store manager for Store 22349 selects an applicant and makes the hiring decision for baristas. While many aspects of the process may be centralized or shared – corporate level materials direct the interview, other store managers may attend or conduct an interview – the store manager of the applicant’s home store makes the hiring decision. For promotion to the shift supervisor position,⁷ while two store managers must interview and sign off on a promotion to shift supervisor, the store manager for the store in question selects and must approve of the candidate for them to be promoted at the store. Moreover, the Employer merely requires another store manager, not specifically a store manager from within the same

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⁷ To the extent the Employer argues on brief that the district manager’s authority over hiring or promoting assistant store managers favors a district-wide unit, this argument is misplaced, as the Employer currently does not employ an assistant store manager at Store 22349 and, as a result, assistant store managers are not included in the unit found to be appropriate.
administrative district, to co-interview and sign off on the promotion, undercutting the Employer’s argument that a unit must correspond with district lines.

The record contains no evidence that the district manager has played any role in hiring or promotion decisions at Store 22349. Contrary to the Employer’s argument, I do not find dispositive the limited record evidence regarding the district manager for District 156 telling another store manager not to rehire an applicant for a different store due to a history of corrective action. This example did not involve the store manager for Store 22349 or the petitioned-for employees, did not include testimony of anyone involved in the incident, and did not reveal whether the store manager in question was aware of the applicant’s disciplinary history when considering the hire; this simply fails to meet the Employer’s high burden. Even assuming arguendo the example did apply to Store 22349, which it does not, I nevertheless conclude that one instance of district manager oversight, especially without sufficient first-hand detail as to what occurred, fails to undermine the well-established local control of hiring demonstrated by years of the store manager for Store 22349 independently hiring applicants without involvement by the district manager for District 156. Although the district manager must approve promotions to shift supervisor, the record does not reveal that the district manager ever goes against the recommendation of the store manager for Store 22349, or in fact against the recommendation of any store manager in her district. Overall, hiring and promotion are both strong evidence of local authority at the store manager level.

For scheduling, the record demonstrates the store manager for Store 22349 independently approves leave requests, makes modifications to the schedule, covers gaps in the schedule, and approves overtime for any employee based out of Store 22349. While I acknowledge that the Employer’s corporate-level scheduling tool does assist in creating a basic schedule, the store manager’s clear discretion over alterations to the schedule, leave approval, and overtime weighs strongly in favor of local control.

The ways in which employees and the store manager fill gaps in the schedule, both with employees from the same store and with borrowed partners, also weigh against finding that the Employer met its burden. Both employees and the store manager look to fill schedule openings not based on whether someone is employed in District 156, but instead through personal connections to other store managers or employees regardless of district, due to geographic proximity, or through the Eugene/Springfield Facebook group containing stores and employees outside of District 156.

The District 156 district manager has a role in decisions that obviously impact scheduling, such as Store 22349’s hours of operation, but there is no evidence of direct involvement in scheduling. The fact that the district manager must approve any changes to store operations resulting from staffing issues, such as turning off mobile order or temporarily altering Store 22349’s hours of operation, serves as further example of local control since the store manager for Store 22349 first attempts to cover the staffing shortages independently and then determines whether it is necessary to make changes requiring the district manager’s approval. This also weighs in favor of local control.
Disciplinary matters also involve the store manager of Store 22349 exercising local autonomy. A store manager applies the Employer’s rules and guidelines and uses the Employer’s Virtual Coach tool, but the store manager of Store 22349 issues low level discipline independently and decides whether to use Virtual Coach in discretionary situations. The Employer contends the Virtual Coach eliminates the independent judgment of the store manager from the disciplinary process, but this is not supported by the evidence. The Employer references attendance problems as an example of the Virtual Coach in practice: a store manager inputs information by selecting from the proper menus and answering questions and the Virtual Coach outputs the proper discipline. In easy cases it may be this simple, if an employee does not report for work, for example. However, when the circumstances are more nuanced, for example if an employee is a few minutes late, it is the store manager that decides whether to consult the Virtual Coach at all. The Employer may strive for entirely uniform application of all policies across all stores, but when a store manager must initiate the process, and when the process requires answering questions such as “if the partner arrived late to a scheduled shift, were there any extenuating circumstances?” discretion cannot help but exist.

The Employer’s standardized Corrective Action Form further underscores the lack of involvement by the district manager in most discipline, as the form itself does not mention the district manager and notes that an employee should raise any disagreement regarding the discipline with the manager delivering the discipline.

In support of its argument regarding the lack of local control, the Employer cites to the example of an employee at Store 22349 who arrived late at work after receiving a final written warning for attendance and then revealed to the store manager that the employee was a victim of domestic violence, at which point the store manager and district manager conferred and changed the discipline. I do not find that this example in any way undercuts the store manager’s well-established discretion set forth above in beginning and executing the disciplinary process, particularly at the lower levels. Instead, it merely demonstrates, as I recognize, that in certain circumstances the store manager consults with the district manager.

To the extent that the Employer argues that the store manager for Store 22349 has the authority to verbally coach employees at other stores, the record is clear that the store manager for Store 22349 may only verbally coach employees at other stores while serving as a proxy store manager and is thus temporarily filling in as the supervisor for that store. The record fails to reveal how often this has occurred or where this has occurred, including whether the stores were located in District 156. Moreover, contrary to the Employer’s assertion, the store manager for Store 22349 testified that, to his knowledge, no other store managers had issued discipline to employees at Store 22349. Such vague and incomplete evidence is insufficient for the Employer to meet its burden.

For training, the store manager at Store 22349 also independently decides which employees may serve as a “barista trainer” and which barista trainer performs each new barista training and thus receives the barista trainer bonus. The store manager also creates the space in the schedule for this training to occur. Again, the Employer directs the substance of the training via the corporate level tools, but the store manager makes the decision regarding who will conduct the training and when it will take place. The district manager is not involved in this process.
The record evidence regarding transfer is conflicting, as Employer witnesses indicated that employees wishing to transfer must fill out a form processed through the district manager, but Petitioner witnesses testified that in certain circumstances transfers occur without the corporate form. I do not find authority regarding transfers to be dispositive in the instant matter.

Assignment and direction of work likewise fail to support the Employer meeting its burden. While the corporate Playbuilder tool offers standardized guidance on where employees within the store should work for a particular shift, the record is clear that the local play caller decides who works in each role, thus counterbalancing the Employer’s claim of centralized control. Moreover, the lack of specific evidence regarding the use of Playbuilder at Store 22349 further weighs against the Employer meeting its burden.

Contrary to the Employer’s assertion, the record does not demonstrate that employees’ workplace concerns are handled centrally at the district level and above. Instead, the record reveals that employees bring their workplace concerns directly to their store manager, who generally addresses them. While it is true that in certain circumstances a store manager may reach out to corporate Partner Relations or the district manager for guidance, I find that the store manager for Store 22349 possesses and exercises authority to handle a wide range of employee workplace concerns independently.

I agree with the Employer that the record contains evidence of extensive corporate standardization over non-personnel related matters, such as identical or nearly identical store layout, menus, pricing, merchandising, purchasing, supply chain usage, and central distribution. While the Employer argues this weighs against the single-facility presumption, the existence of these centralized features from the corporate level does not preclude a finding of local autonomy where the store manager retains significant discretion over other aspects of employment, as demonstrated above. This standardization also fails to establish any integration with other stores in District 156, as opposed to general similarities with all of the Employer’s other stores, including those in nearby Springfield.

Finally, the Employer argues the local authority exercised by store managers is mitigated because the store manager responsibilities are shared by assistant store managers and shift supervisors. As an initial matter, Store 22349 does not employ an assistant store manager, and as such there is no evidence of any authority vested in the store manager of Store 22349 being shared in this way. Regarding shift supervisors, even though they may serve as “keyholders,” the cases cited above make it clear that local autonomy in hiring, discipline, and other terms and conditions of employment are paramount, not the ability to physically control the space and resources of the store. In any event, the Employer argues against its own position, as even shared authority at the local level still demonstrates local authority.

For the reasons stated above, I find that the store manager of Store 22349 is vested with significant autonomy over daily operations, especially with respect to personnel matters and labor relations at the local level, notwithstanding the existence of centralized policies and procedures. Accordingly, this factor weighs against the Employer overcoming the single-facility presumption.
2. **Employee Skills, Functions, and Working Conditions**

I find that this factor supports the Employer meeting its burden but conclude that the “uniform skills, functions and working conditions” across District 156 “are outweighed by other factors, most significantly the lack of significant interchange and the Store Managers’ local autonomy over personnel functions.” *Starbucks Corp.*, 357 NLRB slip op. at 2.

The record reflects minimal differences in the basic skills and job functions associated with preparing and serving the Employer’s menu items at different stores. I acknowledge, as Petitioner notes, that these similarities relate to all employees in the U.S. not merely those in District 156.

Wages and benefits are established at the corporate level and are identical for all employees at issue in District 156, though tips vary by store. The same work rules and policies apply to all U.S. stores, albeit with minor variation in their application at the store level. The Board has long held that while the standardization of centrally established benefits is of some significance, it should not overshadow other important factors where the uniformity is not greater than is characteristic of retail chain store operations generally, *Haag Drug Co.*, 169 NLRB 877 (1968).

Petitioner argues each store has meaningful differences because of their different layouts, services offered, equipment used, and clientele served. The Board recently found differences in the Employer’s store layouts, such as the existence of a drive-thru, do not constitute a meaningful difference in working conditions. *Starbucks Corp.*, 357 NLRB slip op. at 2. Following the Board’s rationale, I likewise conclude, contrary to Petitioner, that store differences such as drive-thru, delivery, or small variations in equipment do not constitute meaningful differences in working conditions. Though clientele may impact tips, this small difference between stores does not counterbalance the other similarities in wages and working conditions.

In sum, although not all skills, functions, and working conditions are identical for employees in District 156, I find that the similarities outweigh the differences and conclude that this factor supports the Employer meeting its burden. However, I find that any uniform skills, functions, and working conditions across District 156 are outweighed by other factors, especially the store manager’s local autonomy over personnel decisions and the lack of significant interchange.

3. **Interchange**

Where a portion of the work force of one facility is involved in the work of another facility through temporary transfer or assignment of work the Board considers this temporary interchange. *New Britain Transportation Co.*, 330 NLRB 397, 398 (1999). However, a significant portion of the work force must be involved, and the work force must be actually supervised by the local branch to which they are not normally assigned in order to meet the burden of proof on the party opposing the single-facility unit. *Id.* For example, the Board found that interchange was established and significant where during a 1-year period there were approximately 400 to 425 temporary employee interchanges among three terminals in a workforce of 87 and the temporary employees were directly supervised by the terminal manager from the terminal where the work was being performed. *Dayton Transport Corp.* 270 NLRB 1114 (1984). On the other hand, where the amount
of interchange is unclear both as to scope and frequency because it is unclear how the total amount of interchange compares to the total amount of work performed, the burden of proof is not met, including where a party fails to support a claim of interchange with either documentation or specific testimony providing context. Cargill, Inc., 336 NLRB 1114 (2001); Courier Dispatch Group, 311 NLRB 728, 731 (1993). Employee interchange must be considered in the total context. Gray Drug Stores, Inc., 197 NLRB 924 (1972); Carter Camera Shops, 130 NLRB 276, 278 (1961).

In Starbucks Corp., 371 NLRB No. 71 (2022), a recent case involving another location of the Employer, the Board addressed interchange between the location sought by petitioner and the other stores in the Employer’s administrative district. The Board agreed with the Regional Director that the data provided by the Employer was “insufficient to rebut the presumption in favor of a single-store unit.” Id., slip op. at 1. The Board recognized that statistics on interchange “must be assessed in the context of the relevant legal test, where the key question is the nature and degree of interchange and its significance in the context of collective bargaining.” Id. The Board underscored that “although frequent and regular interchange supports finding a community of interest, it is well established that infrequent, limited, and one-way interchange do not require finding a shared community of interest.” Id. (citing, e.g., Casino Aztar, 349 NLRB 603, 605 (2007); MGM Mirage, 338 NLRB 529, 533-534 (2002); Foreman & Clark, 97 NLRB 1080, 1080 (1952)). In examining the data presented by the Employer purportedly showing that over 50 percent of the petitioned-for employees worked at two or more stores in the time period in question, the Board noted that the number did not reflect how often the petitioned-for employees worked at other locations or how often “borrowed” employees worked at the petitioned-for store. Id. The Board highlighted that, by contrast, the petitioner had cited to data reflecting that during the recent fiscal year fewer than 2 percent of shifts at the petitioned-for store were worked by borrowed partners. The Board determined that “the available statistics do not establish that the petitioned-for employees regularly or frequently interchange with employees” in the district “and instead indicate that any interchange is limited and infrequent.” Id. The Board further noted that the record failed to establish frequent contact between the petitioned-for employees and employees from other stores within the same district. Id. The Board thus reasoned that “this limited evidence of interchange and contact also reflects that employees at [the petitioned-for store] can operate with relative independence” and that, as such, “the nature and degree of interchange does not favor rebutting the single-store presumption because it does not negate the separate community of interest the [petitioned-for] employees are presumed to share.” Id.

Here, I find that interchange does not favor the Employer meeting its burden.

As a preliminary matter, I find, contrary to the Employer’s contention, that the examples of temporary interchange discussed herein are voluntary in nature, as the record fails to establish that the Employer mandated any of the temporary interchange entered into the record or analyzed by its expert witness. The Board has long placed less weight on voluntary interchange. See Starbucks Corp., 371 NLRB No. 71, slip op. 1, n.5 (citing New Britain Transp. Co., 330 NLRB 397, 398 (1999)); Red Lobster, 300 NLRB at 911. Generalized statements that the Employer may mandate interchange are insufficient for the Employer to meet its burden.

In the absence of a shift-level analysis for Store 22349 from the Employer, I rely on Petitioner’s data demonstrating that borrowed partners constituted only 2.2 percent of the total shifts worked at Store 22349 since July 2019, which I find to be comparable to the amount found
to be insufficient by the Board in Starbucks Corp., 371 NLRB No. 71, slip op. 1. This low level of interchange renders the cases cited by the Employer distinguishable, as they either involved a higher degree of interchange than that present here and that those cases reflect other factors not present here that favored rebutting the single-facility presumption. Starbucks, 371 NLRB No. 71, fn.6 (citing Budget Rent A Car Sys., Inc., 337 NLRB 884, 884-885 (2002); Kirlin’s Inc. of Cent. Ill., 227 NLRB 1120, 1220-21 (1977); Super X Drugs of Illinois, 233 NLRB 1114, 1115 (1977); Gray Drug Stores, Inc., 197 NLRB 924, 924-26 (1972); McDonald’s, 192 NLRB 878, 878-79 (1971); Twenty-First Restaurant of Nostrand Ave. Corp., 192 NLRB 881, 882 (1971)). Even assuming arguendo I relied on the Employer’s district-level analysis of borrowed shifts for District 156, I reach the same conclusion and find that 3.6 percent of borrowed shifts out of total shifts worked is insufficient to meet the Employer’s burden.

I disagree with the Employer’s arguments that the analysis presented by its expert witness allows it to overcome the single-facility presumption and to demonstrate that Store 22349 is so substantially integrated into District 156 as to lose its separate identity. For example, according to the Employer’s analysis and argument, 40 percent of employees who worked in District 156 worked at two or more stores, 70 percent of employees who worked in Store 22349 worked in two or more stores, and Store 22349 utilized a borrowed partner approximately 1 out of every 5 days. This simply fails to paint a complete picture of the frequency and nature of temporary interchange, as detailed below.

First, these numbers presented by the Employer do not reflect how often the petitioned-for employees worked at other locations or how often borrowed employees worked at the petitioned-for store. As a result, in examining an assertion that 70 percent of employees who worked at Store 22349 worked in more than one store, I have no way of gauging the percentage of employees’ shifts or of the total amount of hours worked at Store 22349. An employee counted as part of that 70 percent could have worked either a single shift at another store or hundreds or thousands of hours outside of their home store, without any meaningful distinction in the resulting analysis. Likewise, for the 1 out of every 5 days on which Store 22349 utilized a borrowed partner, that day could include any number of employees, and does not reflect whether 1 or 15 borrowed employees worked on a particular day. These comparisons are so distorted as to undermine the Employer’s arguments, and I find it runs counter to the Board’s directive to consider temporary interchange not in the abstract, but as a function of total hours.

Also undermining the Employer’s argument is the fact that the expert witness’s analysis does not distinguish between borrowed partners coming from within District 156 or from other districts and thus paints only a partial picture of interchange. I particularly note that when the 3 stores in or near Springfield were located within District 156, they experienced some interchange with the stores at issue in the instant matter. Now that these 3 stores are no longer located within District 156, the expert witness analysis presented does not allow me to consider whether the same level of interchange has continued either with those stores or with other stores in the Springfield area. As result, I am unable to compare whether there is a meaningful difference in the level of interchange within District 156 versus with neighboring districts. I find this lack of clear information to be particularly problematic given that the record establishes that borrowed partners work across districts, as demonstrated by the Facebook group encouraging employees to take
borrowed partner shifts in the Eugene/Springfield area regardless of district. Thus, while I am not
discounting the Employer’s data, it presents only a part of a larger picture.

The Employer’s maps demonstrating the use of borrowed partners within the district
further undercut its arguments regarding interchange. While the Employer argues that no stores
are isolated or excluded from borrowing or lending partners, even the more geographically
separated District 156 stores, such as Junction City Store 60451, this argument willfully ignores
the admitted lack of temporary transfers between Coos Bay Store 60983 and the other stores in
Eugene and Junction City that fall under District 156. Moreover, as with the other analyses of
interchange, the arrows between stores, even when shown with different thicknesses, do not reveal
the specific amount of interchange as a function of shifts or hours worked. This weighs against
the Employer meeting its burden.

The extremely limited evidence of voluntary permanent transfer is likewise insufficient for
the Employer to meet its burden.

In sum, while I acknowledge that many baristas and shift supervisors in District 156 work
outside of their home store, the nature and degree of interchange present in the instant case does
not favor rebutting the single-facility presumption since “it does not negate the separate
community of interest” that Store 22349 employees are presumed to share. Starbucks Corp., 371
NLRB No. 71, slip op. at 1-2.

4. Distance Between Locations

The Board has found varying distances to weigh in favor or against rebutting a single-
facility presumption, depending largely on what other factors are present. See, e.g., Allways East.
Transp., Inc., 365 NLRB No. 71 (2017) (finding 54 miles to be geographically distant); Exemplar,
Inc., 363 NLRB No. 157, slip op. at 6 (2016) (distance of 2.1 miles between two locations in
densely populated San Francisco not significant and favored a shared community of interest); Kroger Limited Partnership, 348 NLRB 1200 (2006) (Board found, in disagreement with the
Regional Director, that distances ranging from 8 miles to 13 or 14 miles did not favor a
multilocation unit and ultimately determined that employer did not rebut the single-facility
presumption); Bashas’, Inc., 337 NLRB 710, 711 (2002) (facilities within a 30-mile area, but
located within the same county, failed to establish geographic proximity); Waste Management of
42-mile distance between the two facilities); New Britain Transportation Co., 330 NLRB 397
(1999) (finding that geographic separation of 6 to 12 miles between facilities, while not
determinative, gain significance where other factors support the single-facility unit).

Distance weighs against the Employer meeting its burden.8

Significantly, Coos Bay Store 60983 is located about 110 miles from Store 22349 in
Eugene, well beyond the distances the Board has found to overcome the single-facility

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8 To the extent that the Employer argued at hearing that, in the alternative, I should only consider the Eugene-area
stores as part of the proposed larger unit, I do not find this to be persuasive. I agree that on its face, solely examining
the distance between Eugene stores is more favorable to the Employer. However, this undercuts the remainder of the
Employer’s arguments about the purported significance of the district in the Employer’s operations and control.
presumption. Junction City Store 22349 is located 17 miles from Store 22349 in Eugene, again weighing against the Employer meeting its burden. While the remaining stores in Eugene range in distance from 2.5 to 6 miles from Store 22349, when examined collectively as part of District 156, the distances clearly fail to support overcoming the single-facility presumption.

While I acknowledge, as the Employer notes, that in some cases the Board has found that other factors outweighed significant distance to support overcoming the single-facility presumption, the same is not true here, where most other factors fail to support the Employer meeting its burden.

5. Bargaining History

The absence of bargaining history is a neutral factor in the analysis of whether a single-facility unit is appropriate. *Trane*, 339 NLRB at 868, fn. 4. Thus, the fact that there is no bargaining history in this matter does not support nor does it negate the appropriateness of the unit sought by Petitioner.

Moreover, contrary to the Employer’s contentions on brief, I do not conclude that Petitioner’s efforts to represent a single store within District 156 are not conducive to stable labor relations, or that allowing employees in the petitioned-for single-facility unit to vote violates Section 9(c)(5) of the Act. Through these arguments, the Employer appears to be attacking the overall validity of the single-facility presumption, but to the extent that this is a well-established aspect of Board law, I am bound to apply the Board’s directives. Moreover, the cases cited by the Employer do not compel a different result as they either did not involve a single-facility presumption or the employers in those cases had met their burdens of showing that the petitioned-for stores constituted arbitrary groupings. Such is simply not the case here, as I have found that the Employer failed to meet its burden of overcoming the single-facility presumption.

III. CONCLUSION

For the reasons stated, and considering the record evidence, I find that the petitioned-for unit consisting of baristas and shift supervisors\(^9\) at Store 22349 is an appropriate unit. Present here is a degree of local autonomy and minimal temporary interchange that make a single-facility bargaining unit appropriate.

Under Section 3(b) of the Act, I have the authority to hear and decide this matter on behalf of the Board. Based on the foregoing and the record as a whole, I conclude as follows:

1. The hearing officer’s rulings made at the hearing are free from prejudicial error and are hereby affirmed.

\(^9\) No determination has been made regarding the eligibility of Assistant Store Managers as the evidence demonstrates none are employed at Store 22349 and there are no demonstrated plans to hire one. As such, it is not appropriate to include this classification in the petitioned-for unit or as a challenge.
2. The Employer is an employer as defined in Section 2(2) of the Act and is engaged in commerce within the meaning of Sections 2(6) and (7) of the Act, and it will effectuate the purposes of the Act to assert jurisdiction herein.\(^\text{10}\)

3. Petitioner is a labor organization as defined in Section 2(5) of the Act.

4. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.

5. The following employees of the Employer constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

   **INCLUDED:** All full-time and regular part-time baristas and shift supervisors employed by the Employer at its store #22349 located at 2830 Willamette St., Eugene, Oregon.

   **EXCLUDED:** Store Managers, office clerical employees, professional employees, and guards and supervisors as defined in the Act.

There are approximately 27 employees in the unit.

**IV. DIRECTION OF ELECTION**

The National Labor Relations Board will conduct a secret ballot election among the employees in the unit found appropriate above. Employees will vote whether or not they wish to be represented for purposes of collective bargaining by **Workers United**.

**A. Election Details**

The election will be conducted by United States mail.\(^\text{11}\)

The mail ballots will be mailed to employees employed in the appropriate collective-bargaining unit by a designated official of the National Labor Relations Board, Subregion 36, 1220 SW 3rd Avenue, Suite 605, Portland, OR 97204 on **Tuesday, March 22, 2022, at 4:30 p.m.** Voters must sign the outside of the envelope in which the ballot is returned. Any ballot received in an envelope that is not signed will be automatically void.

Those employees who believe that they are eligible to vote and did not receive a ballot in the mail by Thursday, March 31, 2022, should communicate immediately with the National Labor Relations Board.

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\(^\text{10}\) The Employer, a Washington corporation with its headquarters located in Seattle, Washington, and facilities located throughout the United States, is engaged in the retail operation of restaurants, including 9 facilities in Eugene, Oregon, 1 facility in Coos Bay, Oregon, and 1 facility in Junction City, Oregon. In the past 12 months, a representative period of time, the Employer derived gross revenues in excess of $500,000 and purchased and received at each of its District #156 facilities good valued in excess of $50,000, which goods were shipped to the Employer’s District #156 facilities directly from points outside the State of Oregon.

\(^\text{11}\) The parties stipulated to a mail ballot election.
Relations Board by either calling the Subregion 36 office at 503-326-3085 or our national toll-free line at 1-866-762-NLRB (1-866-762-6572).

Voters must return their mail ballots so that they will be received in the National Labor Relations Board, Subregion 36 office by **4:30 p.m. on Tuesday, April 12, 2022**. The mail ballots will be comingled and counted by an agent of Subregion 36 of the National Labor Relations Board on **Wednesday, April 13, 2022, at 2:00 p.m.** with participants being present via electronic means. No party may make a video or audio recording or save any image of the ballot count. If, at a later date, it is determined that a ballot count can be safely held in the Subregion 36 office, the Region will inform the parties with sufficient notice so that they may attend.

**B. Voting Eligibility**

Eligible to vote are those in the unit who were employed during the payroll period ending Sunday, February 27, 2022, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. In a mail ballot election, employees are eligible to vote if they are in the unit on both the payroll period ending date and on the date they mail in their ballots to the Board’s designated office.

Employees engaged in an economic strike, who have retained their status as strikers and who have not been permanently replaced, are also eligible to vote. In addition, in an economic strike that commenced less than 12 months before the election date, employees engaged in such strike who have retained their status as strikers but who have been permanently replaced, as well as their replacements, are eligible to vote. Unit employees in the military services of the United States may vote by mail as directed above.

Ineligible to vote are (1) employees who have quit or been discharged for cause since the designated payroll period, and, in a mail ballot election, before they mail in their ballots to the Board’s designated office; (2) striking employees who have been discharged for cause since the strike began and who have not been rehired or reinstated before the election date; and (3) employees who are engaged in an economic strike that began more than 12 months before the election date and who have been permanently replaced.

**C. Voter List**

As required by Section 102.67(l) of the Board’s Rules and Regulations, the Employer must provide the Regional Director and parties named in this decision a list of the full names, work locations, shifts, job classifications, and contact information (including home addresses, available personal email addresses, and available home and personal cell telephone numbers) of all eligible voters.

To be timely filed and served, the list must be received by the regional director and the parties by **March 15, 2022**. The list must be accompanied by a certificate of service showing service on all parties. The Region will no longer serve the voter list.

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12 Petitioner waived its 10 days with the voter eligibility list.
Unless the Employer certifies that it does not possess the capacity to produce the list in the required form, the list must be provided in a table in a Microsoft Word file (.doc or docx) or a file that is compatible with Microsoft Word (.doc or docx). The first column of the list must begin with each employee’s last name and the list must be alphabetized (overall or by department) by last name. Because the list will be used during the election, the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional form for the list is provided on the NLRB website at www.nlrb.gov/what-we-do/conduct-elections/representation-case-rules-effective-april-14-2015.

When feasible, the list shall be filed electronically with the Region and served electronically on the other parties named in this decision. The list may be electronically filed with the Region by using the E-filing system on the Agency’s website at www.nlrb.gov. Once the website is accessed, click on E-File Documents, enter the NLRB Case Number, and follow the detailed instructions.

Failure to comply with the above requirements will be grounds for setting aside the election whenever proper and timely objections are filed. However, the Employer may not object to the failure to file or serve the list within the specified time or in the proper format if it is responsible for the failure.

No party shall use the voter list for purposes other than the representation proceeding, Board proceedings arising from it, and related matters.

**D. Posting Notices of Election**

Pursuant to Section 102.67(k) of the Board’s Rules, the Employer must post copies of the Notice of Election accompanying this Decision in conspicuous places, including all places where notices to employees in the unit found appropriate are customarily posted. The Notice must be posted so all pages of the Notice are simultaneously visible. In addition, if the Employer customarily communicates electronically with some or all of the employees in the unit found appropriate, the Employer must also distribute the Notice of Election electronically to those employees. The Employer must post copies of the Notice at least 3 full working days prior to 12:01 a.m. of the day of the election and copies must remain posted until the end of the election. For purposes of posting, working day means an entire 24-hour period excluding Saturdays, Sundays, and holidays. However, a party shall be estopped from objecting to the nonposting of notices if it is responsible for the nonposting, and likewise shall be estopped from objecting to the nondistribution of notices if it is responsible for the nondistribution.

Failure to follow the posting requirements set forth above will be grounds for setting aside the election if proper and timely objections are filed.

**V. RIGHT TO REQUEST REVIEW**

Pursuant to Section 102.67 of the Board’s Rules and Regulations, a request for review may be filed with the Board at any time following the issuance of this Decision until 10 business days after a final disposition of the proceeding by the Regional Director. Accordingly, a party is not precluded from filing a request for review of this decision after the election on the grounds that it did not file a request for review of this Decision prior to the election. The request for review must conform to the requirements of Section 102.67 of the Board’s Rules and Regulations.
A request for review must be E-Filed through the Agency’s website and may not be filed by facsimile. To E-File the request for review, go to [www.nlrb.gov](http://www.nlrb.gov), select E-File Documents, enter the NLRB Case Number, and follow the detailed instructions. If not E-Filed, the request for review should be addressed to the Executive Secretary, National Labor Relations Board, 1015 Half Street SE, Washington, DC 20570-0001, and must be accompanied by a statement explaining the circumstances concerning not having access to the Agency’s E-Filing system or why filing electronically would impose an undue burden. A party filing a request for review must serve a copy of the request on the other parties and file a copy with the Regional Director. A certificate of service must be filed with the Board together with the request for review.

Neither the filing of a request for review nor the Board’s granting a request for review will stay the election in this matter unless specifically ordered by the Board. If a request for review of a pre-election decision and direction of election is filed within 10 business days after issuance of the decision and if the Board has not already ruled on the request and therefore the issue under review remains unresolved, all ballots will be impounded. Nonetheless, parties retain the right to file a request for review at any subsequent time until 10 business days following final disposition of the proceeding, but without automatic impoundment of ballots.

Dated at Seattle, Washington, this 11\(^{th}\) day of March, 2022.

Ronald K. Hooks, Regional Director  
National Labor Relations Board, Region 19  
915 Second Avenue, Suite 2948  
Seattle, Washington 98174