Starbucks Corporation (the Employer) operates a chain of coffee shops with locations throughout the world. Workers United (the Petitioner) has filed four separate petitions seeking to represent four separate bargaining units at four individual stores.  

In Case 01-RC-289055, the Petitioner seeks to represent the following unit of approximately 10 employees at the “Allston Continuum Store:”

All full-time and regular part-time baristas, shift managers, and assistant store managers performing work at the Employer’s store #52691 located at 217 Western Avenue, Boston, MA 02134, excluding all store managers, office clericals, guards, and supervisors as defined in the Act.

In Case 01-RC-289077, the Petitioner seeks to represent the following unit of approximately 20 employees at the “Cleveland Circle Store:”

All full-time and regular part-time baristas, shift managers, and assistant store managers performing work at the Employer’s store #16439 located at 1948 Beacon Street, Brighton, MA 02135, excluding all store managers, office clericals, guards, and supervisors as defined in the Act.

The petitions in these cases were filed under Section 9(c) of the Act. The parties were provided opportunity to present evidence on the issues raised by the petitions at a hearing held via videoconference before a hearing officer of the National Labor Relations Board (the Board), except where precluded as discussed below. I have the authority to hear and decide these matters on behalf of the Board under Section 3(b) of the Act. I find that the hearing officer's rulings are free from prejudicial error and are affirmed; that the Petitioner is a labor organization within the meaning of the Act; that there is no contract bar or other bar to election in this matter; and that a question affecting commerce exists concerning the representation of certain employees of the Employer. The parties were given an opportunity to file post-hearing briefs, and both parties did so.

On March 3, 2022, I issued a Decision and Direction of Elections in two other cases involving these parties, 01-RC-287618 and 01-RC-287639. Three further cases involving these parties remain pending in the Region: 01-RC-290850, 01-RC-290847, and 01-RC-290851.
In Case 01-RC-289330, the Petitioner seeks to represent the following unit of approximately 24 employees at the “Watertown Store:”

All full-time and regular part-time baristas, shift managers, and assistant store managers performing work at the Employer’s store #7382 located at 75 Mt. Auburn Street, Watertown, MA 02472, excluding all store managers, office clericals, guards, and supervisors as defined in the Act.

In Case 01-RC-289350, the Petitioner seeks to represent the following unit of approximately 18 employees at the “Beth Israel Store:”

All full-time and regular part-time baristas, shift managers, and assistant store managers performing work at the Employer’s store #7224 located at 364 Brookline Avenue, Boston, MA 02215, excluding all store managers, office clericals, guards, and supervisors as defined in the Act.

The Employer takes the position that the petitioned-for shift managers and assistant store managers are supervisors within the meaning of Section 2(11) of the Act. The Employer also contends that the smallest appropriate units are district-wide multi-facility units. The Employer’s proposed District 3105 unit would include approximately 224 employees at eleven stores, while the Employer’s proposed District 729 unit would include approximately 250 employees at ten stores. The petitioned-for Allston Continuum, Cleveland Circle and Watertown stores would be a part of the Employer’s proposed District 3105 unit along with the two stores which were the subjects of my previously-issued Decision and Direction of Elections in 01-RC-287618 and 01-RC-287639. The petitioned-for Beth Israel store would be a part of the Employer’s proposed District 729 unit.

---

3 The District 3105 facilities include Store #22253 (1304 Commonwealth Ave., Allston, MA 02134); Store #867 (277 Harvard St., Brookline, MA 02446); Store #16439 (1948 Beacon St., Brighton, MA 02135); Store #7382 (75 Mt Auburn St., Watertown, MA 02472); Store #7686 (1660-1670 Soldiers Field Rd., Brighton, MA 02135); Store #7823 (470 Washington St., Brighton, MA 02135); Store #7481 (15 Harvard St., Brookline, MA 02445); Store #51917 (110 Trapelo Rd., Belmont, MA 02478); Store #7702 (874 Commonwealth Ave., Boston, MA 02215); Store #10155 (259 Centre St., Newton, MA 02458) and Store #52691 (217 Western Ave., Allston, MA 02134).

4 The District 729 facilities include Store # 7224 (364 Brookline Avenue, Boston, MA 012215); Store # 830 (443 Boylston Street, Boston, MA 02116); Store # 11726 (142-148 Brookline Avenue, Boston, MA 02215); Store # 7544 (755 Boylston Street, Boston, MA 02116); Store # 7551 (627 Tremont Street, Boston, MA 02118); Store # 822 (185 Dartmouth Street, Boston, MA 02116); Store# 49088 (110 Huntington Avenue, Boston, MA 02116); Store # 7804 (283 Longwood Avenue, Boston MA 02115); Store # 872 (350 Newbury Street, Boston, MA 02116); and Store# 29352 (64 Arlington Street, Boston, MA 02116).
I have deferred litigation of whether assistant store managers are supervisors until after the election because the issue relates to the eligibility of a portion of the unit(s) involved which does not significantly impact the size or character of the unit(s).

Having considered the parties’ positions, the evidence, and the entire record, I find that the Employer has not met its burden of demonstrating the supervisory status of the shift managers. I further find that the petitioned-for single facility units are appropriate, and I am directing elections in the petitioned-for units.

FACTS

The Single Facility Presumption

The Employer operates roughly 9,000 retail locations in the United States alone. Its North American stores are divided into twelve retail regions. All stores at issue here are located in the Northeast Region. Area 72 of the Northeast Region includes the Employer’s 87 to 89 Boston-area stores. Area 72 is further divided into districts; there are nine districts in the greater Boston area.

Three of the petitioned-for stores, like the two stores at issue in Cases 01-RC-287618 and 01-RC-287639, are among the eleven stores in District 3105. The parties fully litigated the matter of whether individual stores in District 3105 can form appropriate units for collective bargaining in the hearing for Cases 01-RC-287618 and 01-RC-287639. The hearing in the instant matter adduced no further evidence with respect to the integration of the stores in District 3105.

- Control Over Daily Operations and Labor Relations

In District 729 and District 3105, and throughout Massachusetts, the Employer’s chain of command is as follows: barista, shift manager, assistant store manager, store manager, district manager, regional director, and regional vice president. Once per week, the district manager meets with the store managers and discusses the stores within the district and throughout the company. Succession planning is done on a district-wide basis.

The Employer’s job descriptions indicate that while district managers are responsible for store managers (“The majority of [a district manager’s] time is spent staffing, coaching, developing and managing the performance of store managers”), store managers are responsible for their own

---

5 I have taken administrative notice of the records, including transcripts and exhibits, in Cases in 01-RC-287618 and 01-RC-287639. The parties stipulated that the witness testimony and exhibits from Case Nos. 03-RC-282115, 03-RC-282127 and 03-RC-282139 (collectively, “Buffalo I”), Case Nos. 03-RC-285929, 03-RC-285986 and 03-RC-285989 (collectively, “Buffalo II”), Case No. 28-RC-286556 (“Mesa I”), Case No. 10-RC-288098 (“Knoxville”), and Case No. 28-RC-289033 (“Mesa II”) are incorporated by reference into the record to the extent described in Board Exhibit 2.
stores’ workforces (“a majority of [a store manager’s] time is spent supervising and directing the workforce, making staffing decisions (i.e., hiring, training, evaluating, disciplining, discharging, staffing and scheduling), ensuring customer satisfaction and product quality, managing the store’s financial performance, and managing safety and security within the store.”)

The district managers visit stores in their districts weekly, conduct weekly meetings with all store managers within their districts, and hold promotional planning meetings with all of the store managers in their districts. Interactions between district managers and store employees are unusual and generally limited to casual greetings. More substantive conversations take place between district managers and store managers or between store managers and store employees.

Store managers in District 729 and District 3105 have no control over decisions to open, close, remodel, or relocate their stores. Store managers do not have any input into store layout, equipment, products, pricing, or supplies. Approximately six times per year, the Employer issues a national planning guide, which includes promotions to be implemented and special food or drink items to be offered at all stores. Individual store managers cannot choose to ignore the planning guide’s instructions at their stores. Additionally, a tool called Siren’s Eye identifies and dictates exactly how and where each store should display its merchandise. Store managers do not participate in the creation of the Siren’s Eye.

Seasonal items are shipped to stores automatically without any input from the store managers. The automated ordering system does take an individual store’s expected needs (par) into consideration, and store managers may adjust their pars as they see fit. Stores order products not covered by automated shipment using a national inventory management system which suggests order quantities for each store and requires little human input.

Store maintenance is also centralized at the district level. Stores submit maintenance requests to the Facilities Manager assigned to the area, and the District Manager consults with the Facilities Manager to determine the priority of requests.

New employees apply to work for the Employer through the Employer’s website; regardless of the store or stores at which the applicants wish to work, the job application remains the same. New employee background checks are processed by the Employer outside the district. If a store manager wishes to hire an applicant, but the applicant fails the background check, the applicant may not be offered employment. District managers do not conduct hiring interviews for new store level employees; rather, the hiring process is handled at the store level.

Officially, district managers must approve employee rehires and transfers; however, testimony revealed that store managers generally discuss and agree to transfers amongst themselves, and that the role of the district manager is administrative in nature.
A new employee’s orientation is handled by a store manager or an assistant store manager. Sometimes a store manager asks another store-level employee to help with an orientation. Store employees—including store managers and barista trainers—are responsible for a new employee’s training.

Store managers select employees for promotion, approve promotions, and inform employees that they have been promoted. Some testimony suggested that store managers consult shift managers when choosing baristas to promote to barista trainer or shift manager. No testimony suggested that district managers are in any way involved in this process, although employees formally apply for promotion through a centralized website.

All employees in District 729 and District 3105 (and throughout the country) are subject to the same policies, including those found in the Partner Guide and the Operations Manual. The Employer also uses other tools to enforce its standardized policies across multiple locations. The Play Builder calculates how many employees should be assigned to various stations based upon the product mix and time of day and determines what tasks those employees should perform. The Virtual Coach offers guidance on the appropriate disciplinary action to take when a manager inputs data regarding an employee’s policy violation. The Partner Contact Center acts as a call center to handle employee complaints and questions, such as questions about harassment or ethics, regardless of the employee’s home store; however, the Employer’s policies also instruct employees to approach store managers with questions of all kinds.

The District Manager reviews the staffing for each store in the district weekly through information generated by the Partner Hours tool. The Employer’s Partner Hours tool helps forecast customer demand on a store-by-store basis and determine each store’s scheduling and hiring needs. Store managers do not have access to this information. Overtime must be approved by district managers rather than store managers, and employees who wish to work more hours may seek hours in stores other than their “home stores.” However, actual day-to-day scheduling within a store is handled by a store manager or a shift manager. The Employer’s policies direct employees to discuss their availability with store managers. Store managers also verify hours worked, approve requests for time off, communicate with employees on pay-related matters, and post work schedules.

Discipline is also handled at the store level. The Employer’s Corrective Action Forms specifically state that employee should talk over concerns with their managers, and there is no space on the form for the approval of a district manager. Testimony confirmed that store managers and shift managers do not need a district manager’s approval to issue discipline. While the Employer does not issue regular employee performance evaluations, all coaching and informal evaluations are handled by store managers and shift managers.
Employee Skills, Functions, and Working Conditions

The employees’ skills and functions are largely the same at the ten stores which comprise District 729, at the eleven stores which comprise District 3105, and, indeed, at the Employer’s stores throughout Massachusetts. They perform the same tasks, such as preparing drinks and cleaning, and sell the same products to consumers. They are subject to the same operating and policy manuals and the same training programs.

All employees also receive the same wages and benefits, which are determined by the Employer’s corporate office. Individual store managers cannot alter wages or benefits, or provide wage increases. Benefits include medical coverage, disability coverage, life insurance, parental leave, free access to the Headspace meditation app, free coffee and food while working, DACA filing fees, and bachelor’s degrees through Arizona State University.

There is some small, unavoidable variation in working conditions between the various stores in District 729 and District 3105, as the stores have different operating hours and serve different clientele. The Employer’s Play Builder tool, which calculates how many employees should be assigned to various stations based upon the product mix and time of day, is specifically calibrated for each individual store.

Employee Interchange

The Employer does not require employees to work in stores other than the specific stores in which they were hired to work. However, employees are permitted to work in other stores. The Employer provided detailed data about employees working shifts at locations other than their home stores between July 2020 and January 2022 in District 729.

The Employer emphasizes that only 26% of the non-managerial employees at the Beth Israel store worked solely in the Beth Israel store between July 2020 and January 2022; and that all District 729 stores borrow from and lend employees to other stores within the district.

The Petitioner, meanwhile, emphasizes the daily rate of interchange in District 729 is less than two percent.

There is a particularly high rate of interchange between the Beth Israel Store and a nearby store known as the Longwood Avenue Store (Store # 7804). The two stores are only one block apart and were periodically jointly managed during the period of time covered by the data set due to a store manager’s medical emergency. The Employer’s data set does not reveal to what extent

---

6 As is discussed below, shift managers are unique to Massachusetts and differ somewhat from the shift supervisors found in other states.
the unusual circumstances surrounding the Beth Israel Store and the Longwood Avenue Store may have skewed the overall statistics regarding the amount of interchange in District 729 as a whole.

With respect to District 3105, the Employer provided data in the previous hearing about employees working shifts at locations other than their home stores between July 2020 and December 2021. The data does not control for the effect Covid-19 has had on the retail industry because District 3105 was realigned in July 2020, and the district’s store composition changed significantly. As a result of the realignment, there exists no data that would allow for a comparison of interchange pre- and post-Covid.

The Employer emphasizes the following statistics from its datasets:

- Between July 1, 2020 and December 26, 2021, approximately 53% of employees in both the Allston and Brookline stores worked in two or more stores, while only 47% of employees working in these stores worked in only a single store during the data period.
- Approximately 21.2% of baristas worked in more than one store in District 3105, including 42.6% of the baristas at the Brookline store and 43.1% of the baristas at the Allston store.
- There are no stores that are isolated or excluded from borrowing or lending employees; all District 3105 stores borrow from and lend employees to other stores within the district. There are no smaller clusters of stores which share employees only amongst themselves; rather, all District 3105 stores share employees.

The Petitioner emphasizes the following:

- The data set incorporates the inflated number of hours “borrowed” on Christmas days 2020 and 2021 when not all stores were open and working was strictly voluntary.
- The average daily rate of interchange within District 3105 generally was only 1.2% when assistant store managers and shift managers are included and only 1% when assistant store managers and shift managers are excluded.

**Distance Between Locations**

The ten District 729 stores are all located in Boston, Massachusetts. All fall within a 1.7 mile radius. As discussed above, the Beth Israel Store and the Longwood Avenue Store are one block apart. The Petitioner notes that Boston is a city of neighborhoods, and while the Beth Israel store and the Longwood Avenue store are in the Longwood Medical area, the other stores are

---

7 The following statistics were cited in my earlier decision, and no new data regarding interchange for District 3105 was provided in the litigation of the instant cases. I repeat the information here now simply for continuity because three of the petitions involved in the instant cases are located in District 3105.
spread across very different neighborhoods including Fenway, Back Bay, Park Square, and the South End.

The eleven District 3105 stores are located in seven communities in the Greater Boston area. Three stores are located in Brighton; two in Allston; two in Brookline; and one each in Watertown, Belmont, Boston, and Newton. They are spread across a geographic area with a radius of roughly four miles and range from approximately .7 miles to approximately six miles apart. Some of the Employer’s stores share a municipality with one or more stores within District 3105, but also outside of District 3105. The Petitioner emphasizes that many employees do not have cars and must rely on public transportation. Even between geographically close stores, public transportation times range from 20 minutes to upwards of 40 minutes.8

- **Bargaining History**

The Employer has no bargaining history with any store in District 729 or District 3105.

**Supervisory Status of Shift Managers**

- **The Creation of the Shift Manager Position**

The Employer currently employs three shift managers at the petitioned-for Allston Continuum Store; five shift managers at the petitioned-for Cleveland Circle Store; three shift managers at the petitioned-for Watertown Store; and five shift managers at the petitioned-for Beth Israel Store.

There are approximately 44 shift managers in the Employer’s proposed district-wide unit for District 3105, while there are approximately 47 shift managers in the Employer’s proposed district-wide unit for District 729.

In 2012, the U.S. Court of Appeals for the First Circuit ruled that the Employer’s shift supervisors could not participate with baristas in tip pools based on tips left in counter-top jars.9 Accordingly, the Employer eliminated the shift supervisor classification in its Massachusetts stores and created a new classification called shift manager. There have been no shift supervisors at the Employer’s Massachusetts locations since 2012, although shift supervisors are commonly employed throughout the rest of the United States.

Strategy Manager Emily Shook testified that the creation of the shift manager position entailed a new job code, job title, pay range, and system access for the affected employees. She

---

8 District 729 is more geographically compact than District 3105.

testified that, while shift supervisors execute a plan set forth by store managers, shift managers actively participate in the operational leadership of the store. Current Store Manager Nicole D’Amato, who in 2012 was a shift supervisor converted to a shift manager, testified that at the time of the title change she became involved in interviewing job candidates and writing work schedules. She also testified that she received a pay raise of $3 to $4 at the time of the conversion.

The present chain of command—barista, shift manager, assistant store manager, store manager, district manager, regional director, regional vice president—is unique to stores located in Massachusetts.

Shift managers have been included in the Employer’s Retail Management Incentive Plan (RIMP) since September 2021. RIMP members are eligible to receive RIMP bonuses, which are linked to the financial performance of the region. Baristas are not included in the RIMP.

The Employer’s written job description for shift managers states:

This job contributes to Starbucks success by leading a team of store partners to create and maintain the Starbucks Experience for our customers and partners. The shift manager provides guidance and oversight of store operations with direction from the store manager during his/her assigned shift. The majority of time is spent ensuring customer satisfaction and product quality. The incumbent is responsible for modeling and acting in accordance with Starbucks guiding principles.

The written job description further states that key responsibilities include communicating goals for the work group; demonstrating a calm demeanor; delivering customer service; implementing company plans to meet organizational objectives; delegating appropriate responsibilities to other employees; coaching and directing other employees; identifying problems; and providing input to the store manager regarding opportunities to achieve operational goals.

The majority of shift managers’ hours worked are on the floor serving customers. They generally spend one to three hours per week off the floor performing administrative tasks. Shift managers are the most senior employees in a store 70 to 80 percent of the time.

---

10 D’Amato is the store manager at store #22253 located at 1304 Commonwealth Ave., Allston, MA. Store #22253 is the subject of Case 01-RC-287618 rather than any of the instant petitions.

11 Shift supervisors were invited to apply to become shift managers when the Employer eliminated the shift supervisor position. Not all applicants successfully became shift managers, but many did. Likewise, not all shift supervisors who transfer to Massachusetts stores from other regions of the country are qualified to become shift managers.

12 They were notified of their future inclusion in July 2021.
Shift managers have greater access to the Employer’s electronic systems than baristas. For example, they have access to Decision Center, in which the Employer stores financial information including profit and loss statements; access to Workplace, an internal social media system; and enhanced access to Partner Hub, including access to corrective action forms.\textsuperscript{13} In addition, shift managers, unlike baristas, have email accounts.

Neither the Employer nor the Petitioner is willing to stipulate that shift managers share the same duties within stores or among stores. Accordingly, the supervisory status of shift managers at the Allston Continuum Store, the Cleveland Circle Store, the Watertown Store, and the Beth Israel Store must be evaluated separately.

- **Shift Managers’ Role in Assignment and Responsible Direction**

Each shift manager at a store generally has an area of specialization called a “bucket.” Buckets include staffing and scheduling; sales and inventory; teaching and training;\textsuperscript{14} and standards and continuous improvement. The Employer measures shift managers on levels of proficiency within the buckets. The three bucket levels are learning, owning, and advising. Nancy J. Goedhart, District Manager for District 854, testified that not all shift managers reach the “advising” level on their first rotation through a given bucket, and accordingly do not work independently within that bucket.

In addition to their bucket work, shift managers are “play callers” who “deploy” baristas to positions within the store. The Employer’s Play Builder app is specifically calibrated for each individual store and calculates how many employees should be assigned to various stations based upon on the product mix and time of day. Shift managers sometimes use Play Builder and sometimes do not. Adrianna Ross, a Watertown barista, testified that shift managers, when assigning positions to employees (“calling plays”), accommodate employees who are uncomfortable performing certain tasks. Neither Ross nor any other witness offered a specific example of a shift manager making such an adjustment based on a barista’s comfort level. Ross further testified that she once witnessed a shift manager, in conjunction with a store manager, sending an employee home because the employee refused instruction from the play caller. Regardless of whether an employee is initially assigned to a station by a shift manager or by the Play Builder, the Play Builder sets out the specific duties of the employee assigned to that station.

\textsuperscript{13} Partner Hub is the Employer’s internal internet-based system where employees may communicate or seek out information.

\textsuperscript{14} A shift manager whose bucket is training may draft training plans, schedule training, designate trainers, and train baristas to become barista trainers. Additionally, a shift manager who specializes in cleaning may train baristas to clean equipment more effectively.
Shift managers may send employees home early if business is slow; call for help from other stores if business is heavier than expected; direct employees from one station to another; turn off Mobile Order\(^{15}\) to allow employees to focus on customers in the store; create schedules; lead training; and handle inventory. Shift managers may also ask employees to remain past the ends of their shifts if the store is unusually busy, as long as this change would not result in the employees accruing overtime.\(^ {16}\) Throughout the shift, shift managers make certain that employees take breaks on schedule and in accordance with applicable laws. Allston Continuum Shift Manager Beck Green testified that breaks are based upon the daily coverage report, which is a shift schedule showing employee breaks and hours.\(^ {17}\)

The record reveals no evidence that a shift manager has ever been held accountable for the actions of a subordinate.

Because scheduling is one of the shift manager “buckets,” shift managers create employee schedules in some stores. In other stores, scheduling is handled entirely by a store manager or assistant store manager.

Andrew Gagne, a shift manager, creates the schedule for the Allston Continuum Store. He creates the schedule by assigning employees to shifts after comparing the hours allotted to the store, the employees who are available, and the number of employees the Employer’s system recommends being on the floor. Gagne testified that employees may change their availability when, for example, their class schedules change with the advent of a new semester at their schools. While Gagne testified that he approves a requested change in availability, no testimony suggests that he may refuse to approve a requested change; rather, Gagne testified that he cannot schedule an employee when that employee is not available. Jongbun “JB” Park, the store manager at the Allston Continuum Store, testified that while he rarely alters the schedule created by Gagne, he does review it. With respect to requests for time off, Gagne testified that he independently approves small, isolated requests but consults with his store manager when employees request long absences or when multiple employees request the same days off.

Cleveland Circle Store Manager Marvin Harris testified that Shift Manager Joshua Nelson is responsible for creating the employee schedule at the Cleveland Circle Store. Harris testified that Nelson writes the schedule, approves time off requests, and approves availability changes. Harris testified that he is available to Nelson if Nelson requires help, but that Nelson generally handles scheduling duties independently. Nelson did not testify at the hearing.

---

\(^ {15}\) Mobile Order allows customers to order from an app on their phones before arriving at the store.

\(^ {16}\) Only district managers, not shift managers or store managers, may authorize overtime.

\(^ {17}\) The record is unclear as to who generates the daily coverage report, or how it is generated.
Someidy Francisco, a shift manager, testified that a store manager creates the employee schedule at the Beth Israel Store.

Adrianna Ross, a barista, testified that the store manager and assistant store manager create the employee schedule at the Watertown Store.

- **Shift Managers’ Role in Promotion**

While it is undisputed that shift managers do not possess the independent authority to promote other employees, as they do not have the necessary access to the Employer’s computer system, the Employer argues that shift managers effectively recommend the promotion of baristas to shift manager or barista trainer.

Cleveland Circle Shift Manager Willow Montana testified that, while her store manager has approved her recommendations for barista trainer, he has also promoted other employees to barista trainer without her knowledge. She did not know to what extent the store manager conducted his own evaluations of the employees or whether he relied exclusively on her recommendations in some instances.

Beth Israel Shift Manager Someidy Francisco testified that she thinks that when she was a barista, shift managers told her store manager that she should be considered for the barista trainer position, a promotion she eventually received.

The record reveals no evidence of shift managers having a role in promotion at the Allston Continuum Store or the Watertown Store.

- **Shift Managers’ Role in Discipline**

The Employer’s disciplinary policy includes documented (written) coaching, written warnings, final written warnings, and termination. “In the moment” verbal coaching may precede documented coaching, but does not become part of an employee’s file. All other levels of discipline do become part of an employee’s file. Store Manager D’Amato testified that the disciplinary system is generally progressive but “it depends on the situation.” The Employer’s *Shift Manager Approach*, a document intended to help shift managers perform their duties, states that “When necessary, [a shift manager] documents performance conversations using corrective action.” Multiple store managers testified that shift managers are authorized to issue discipline.

Allston Continuum Store Manager Park testified that shift managers at the Allston Continuum Store are authorized to issue discipline; however, no discipline has been required during his tenure as store manager.\(^\text{18}\) Shift Manager Gagne testified that he issued a written

---

\(^{18}\) He became store manager in December 2021.
coaching “with [a former store manager]” but did not testify to the nature of the disciplined employee’s conduct or the extent to which Gagne consulted with the former store manager before issuing the written coaching. There is no copy of the discipline discussed by Gagne in the record; the record reveals no other evidence of discipline at the Allston Continuum Store.

Cleveland Circle Store Manager Harris testified that shift managers at the Cleveland Circle Store are authorized to issue discipline. Manager Harris further testified that shift managers have issued discipline, but did not offer specific examples. Likewise, Yaakov Horwath, a barista at the Cleveland Circle Store, testified that he has observed shift managers issuing discipline without first consulting with store managers but did not offer specific examples. No shift manager currently employed at the Cleveland Circle Store testified, and there are no written copies of the discipline discussed by Harris and Horwath (or other written discipline relating to the Cleveland Circle Store) in the record.

The Beth Israel Store Manager did not testify. Someidy Francisco, a shift manager at the Beth Israel Store, testified that she has issued verbal warnings before consulting with a store manager but would not issue a written warning without consulting with a store manager. She further testified that a former shift manager, who left the store in January 2021, issued a written warning, but that that warning was also signed by a store manager. Francisco did not testify to the details of the verbal warnings she issued or the written warning issued by the former shift manager.

Watertown Store Manager Julia Wilkins testified that Watertown shift managers have the authority to issue discipline without first consulting her. The Employer entered into evidence several examples of discipline issued at the Watertown Store by two former shift managers, Aaron Hunt and Cherilyn Gordon. The discipline is as follows:

- Written warning issued by Gordon in September 2017 for attendance violations (no-call no-show)
- Documented coaching issued by Hunt on September 4, 2021 for health concerns (placing tongs on counters)
- Documented coaching issued by Gordon on August 20, 2021 for violations of standard procedures (made a drink while not on a break)
- Documented coaching issued by Gordon on July 24, 2021 for dress code violations (leggings)

Hunt did not testify. Gordon, who is now an assistant manager, testified during a related proceeding that she issued discipline during her time as a shift manager. Gordon specifically testified only to the July 24, 2021 documented coaching, which she had not discussed with her manager prior to issuance. Wilkins testified that Gordon and Hunt had the authority to issue the discipline independently.
The Employer has long utilized detailed written policies relating to dress code and attendance. All stores are equipped with posters which demonstrate the dress code.

The Employer also has specific, written policies regarding drinks to be consumed during breaks in its *Starbucks Partner Guide*:

A store partner may consume—free of charge—one food item and any coffee, tea or blended beverages while on break during the partner’s scheduled shift or during the 30 minutes prior to or after the partner’s scheduled shift. The food benefit of one item per shift includes bakery, breakfast sandwiches, oatmeal and lunch items such as bistro boxes, salads and sandwiches.

The store partner food and beverage benefit is available at the store in which the partner is working for the partner’s personal consumption only; partners may not give away their partner food items or beverages to any other individuals. A partner may not receive more than one free beverage at a time, and may not order multiple free beverages after the shift ends. The partner beverage may not be consumed while the partner is actually working, but only while on a rest or meal break. Additionally, partners are required to wait in line with other customers to receive their partner food items or beverages, and another partner should ring out each partner’s item(s).

The Employer’s Attendance and Punctuality policy, which applies nationally, reads as follows:

A partner’s reliability in reporting to work when scheduled and on time is essential to a store’s efficient operations and in providing customers with the Starbucks Experience. If a partner cannot report to work as scheduled or will be late to work, the partner must call and speak directly with the store manager or assistant store manager with as much advance notice as possible prior to the beginning of the shift. If a manager is not in the store, the partner should notify the partner leading the shift. Leaving a message or note without first making reasonable attempts to directly contact a manager or the partner leading the shift is not acceptable. Sending an email or a text message is not an acceptable form of providing notice.

Responsibility for Finding a Substitute: Planned time off, such as for a vacation day, must be approved in advance by the manager. If a partner will be unable to report to work for a scheduled shift and knows in advance, it is the partner’s responsibility to notify the store manager or assistant store manager and for the partner to arrange for another partner to substitute.

In the event of an unplanned absence, e.g., the sudden onset of illness, injury or emergency, or when the partner is using paid sick leave allowable by law, the partner will not be held
responsible for finding a substitute. The partner is still responsible for notifying the store manager or assistant store manager (or partner leading the shift if the manager is not in the store) of the absence prior to the beginning of the shift so coverage can be arranged if needed.

Failure to abide by this policy may result in corrective action, up to and including separation from employment. Some examples of failure to follow this policy include irregular attendance, one or more instances of failing to provide advance notice of an absence or late arrival, or one or more instances of tardiness.

The Employer also uses a tool called Virtual Coach, which offers guidance on the appropriate action to take when a store manager or shift manager inputs data regarding an employee’s policy violation. When an employee violates the attendance policy, a shift manager can push the “attendance and punctuality” button on the Employer’s Virtual Coach. The Virtual Coach offers a menu of options including no call/no show, calling out, irregular attendance, tardiness, and walking off shift.

Should a shift manager select tardiness, the Virtual Coach will ask a series of questions, including whether there were extenuating circumstances, whether the employee is unable to comply with the attendance policy due to religious or medical concerns, whether the employee has been issued a final written warning for previous failures to comply with the attendance policy, and whether the employee has previously received coaching for tardiness. The Virtual Coach then
recommends an outcome. For example, it recommends documented coaching for a first-time violation of the tardiness policy.\(^{19}\)

There is mixed evidence regarding whether store managers or shift managers are expected to abide by the recommendations of the Virtual Coach rather than exercising their own discretion. Samantha Polivy, the Employer’s Regional Director of Operations in Boston, stated that she had taken part in discussions regarding whether the Virtual Coach’s recommendation is always appropriate. However, during a more in-depth examination of the Virtual Coach in the hearing in Cases 03-RC-282115 et al, Partner Resource Manager Emily Filc testified that lower level managers are expected to comply with the Virtual Coach at all times:

Q And what is Starbucks’ expectation as to what occurs once the virtual coach sets out the level of discipline?

A The expectation is that it's followed.

Q Can a store manager refuse to issue the discipline that the virtual coach sets forth?

A Anything is possible. But that would not be to standard of our expectation. So no.

Q Now, is the virtual coach an important tool for Starbucks, and if so, why?

A It is an important tool. And the reason it’s important is because it creates consistency for all of our partners across the County as to how they are performance managed. It also creates consistency due to the amount of partners that we have working across stores. And this creates consistency, so that each manager is managing each partner the same when there are violations in policy or behavioral issues that don't meet our standards-- or behavioral gaps, I should say.\(^{20}\)

\(^{19}\) The record is unclear as to what extent shift managers are generally aware of employees’ previous disciplinary history. Allston Continuum Store Manager Park testified that only he has access to employee files, which contain employee disciplinary history. Likewise, Shift Manager Francisco testified that Beth Israel shift managers do not have access to employee files. The record reveals no evidence with respect to access to employee files at the Cleveland Circle Store. Only at the Watertown Store did Store Manager Julia Wilkins testify that shift managers have access to the personnel files.

\(^{20}\) Tr. 280, 03-RC-282115 et al.
• Shift Managers’ Role in Hiring

The Employer’s Shift Manager Training module states that shift managers are “responsible for making hiring decisions and understanding how to use our applicant tracking system for hiring,” while the job description for shift managers states that a shift manager should “lead with trust, honesty and commitment to hire, coach and develop partners to achieve their potential.” The Employer’s policies also suggest that store managers are responsible for hiring. Indeed, a store manager must perform the actual steps of entering the new hire into the Employer’s computer system because shift managers do not have access to the appropriate screens. Strategy Manager Emily Shook, when asked whether shift managers assume hiring responsibilities, testified that, while shift managers can certainly conduct prescreens and interviews, the Employer “would hope hiring decisions are made in consultation with the management team.”

A prescreen is a preliminary interview. Candidates do not move forward in the hiring process if the prescreen reveals that, for example, the potential employee’s schedule is not compatible with the store’s schedule. The prescreen form directs the interviewer to describe the dress code, ask whether the candidate has any questions, and confirm the candidate’s availability. The form also directs the interviewer to ask the candidate one of several questions relating to customer service. On the bottom of the prescreen form, the interviewer checks a box reading “verbally decline” or a box reading “schedule for interview.”

Interviews, which take place after successful prescreens, are also framed by an Employer-provided document. Some testimony suggests that interviewers may stray from the Employer’s guidelines if they so choose.

Former Watertown Store Shift Manager Cher Gordon interviewed at least four employees that were ultimately hired, generally the day after she made her recommendation to the store manager. Gordon testified that no one else interviewed the candidates after she made her recommendation to hire them. Watertown Store Manager Julia Wilkins testified that she accepts hiring recommendations in three out of five cases when a new shift manager is making the recommendations, and in five out of five cases when an experienced shift manager is making the recommendations. Store Manager Wilkins did not elaborate as to why she would not accept specific recommendations. None of the current Watertown Store shift managers testified, and the record reveals no evidence that any of the current Watertown Store shift managers have ever effectively recommended the hire of any employee.

21 Gordon is currently an assistant manager, but she was promoted from shift manager only ten days before she testified in the hearing in 01-RC-287618 and 01-RC-287639.

22 In this context, an experienced shift manager is one who has reached the “advising” stage in the appropriate “bucket.” However, District Manager Goedhart testified that not all shift managers reach the advising stage in a given bucket during their first rotation through that bucket.
The Beth Israel Store Manager did not testify. Beth Israel Shift Manager Francisco testified that shift managers are not involved in hiring, and multiple Beth Israel Store employees testified that they were interviewed by store managers rather than shift managers. The record reveals no evidence that any of the Beth Israel Store shift managers have ever effectively recommended the hire of any employee.

Cleveland Circle Store Manager Harris testified that Shift Manager Joshua Nelson may hire employees without Harris’ independent review. Nelson did not testify. Harris did not offer the name of a specific employee who has been hired by Nelson, nor does the record contain any specific evidence that Nelson or any other Cleveland Circle Store shift manager has effectively recommended the hire of any employee.

Allston Continuum Store Manager Park testified that he currently handles hiring himself, although he expects shift managers to be responsible for hiring in the future. Nicole D’Amato, a former Allston Continuum store manager, testified that shift managers were responsible for hiring during her time as store manager there. However, D’Amato did not offer specific examples of employees hired by shift managers or shift managers who did the hiring, and the record otherwise reveal evidence that Allston Continuum Store shift managers, past or present, have ever effectively recommended the hire of employees.

ANALYSIS

The Single Facility Presumption

It is well-established that a petitioned-for single-facility unit is presumptively appropriate unless it has been so effectively merged or is so functionally integrated with other facilities that it has lost its separate identity. Dixie Belle Mills, Inc., 139 NLRB 629, 631 (1962). When a party takes the position that a single-facility unit is not appropriate, that party bears the “heavy burden of overcoming the presumption.” California Pacific Medical Center, 357 NLRB 197, 200 (2011). To rebut this presumption, the Employer “must demonstrate integration so substantial as to negate the separate identity” of the single store units. Id.

The Board examines several factors when it determines whether the single-facility presumption has been rebutted. These factors include: (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, 867 (2003); J & L Plate, Inc., 310 NLRB 429, 429 (1993). These 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).
In *Sav-On Drugs*, 138 NLRB 1032 (1962), the Board abandoned its prior policy of making unit determinations coextensive with the employer’s administrative division or the involved geographic area in the retail chain context. The Board decided that it would “apply to retail chain operations 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 Ill-Mar, Inc.*, 147 NLRB 551 (1964).

The Board expanded upon this policy in *Haag Drug*, stating, “[o]ur experience has led us to conclude that a single store in a retail chain, like single locations in multilocation enterprises in other industries, is *presumptively* an appropriate unit for bargaining.” 169 NLRB 877, 877 (1968) (emphasis in original). It elaborated:

Absent a bargaining history in a more comprehensive unit or functional integration of a sufficient degree to obliterate separate identity, the employees’ ‘fullest freedom’ is maximized, we believe, by treating the employees in a single store … as normally constituting an appropriate unit for collective bargaining purposes. *Id.* at 877.

However, as in other contexts, the single-facility presumption is rebuttable. The Board explained:

…(W)here an individual store lacks meaningful identity as a self-contained economic unit, or the actual day-to-day supervision is done solely by central office officials, or where there is substantial employee interchange destructive of homogeneity, these circumstances militate against the appropriateness of a single-store unit. *Id.* at 879.

Here, the Employer has failed to carry its burden that the units must consist of the ten stores in its District 729 and the eleven stores in its District 3105. In so finding, I note that the unit sought by a petitioner is always a relevant consideration. *Lundy Packing Co.*, 314 NLRB 1042, 1043 (1994). “Although other combinations of employees here may also constitute an appropriate unit,” the issue is only whether the employees at each petitioned-for store “alone constitute an appropriate unit.” *Foodland Of Ravenswood*, 323 NLRB at 666. “There is nothing in the statute which requires that the unit for bargaining be the *only* appropriate unit, or the *ultimate* unit, or the most appropriate unit; the Act only requires that the unit be ‘appropriate.’” *Id.* (quoting *Morand Bros. Beverage Co.*, 91 NLRB 409, 418 (1950)); see also *Haag Drug*, 169 NLRB at 877 (“It is elementary that more than one unit may be appropriate among the employees of a particular enterprise.”).

As detailed below, based on the parties’ arguments and the record as a whole, I find that the petitioned-for single-facility units are appropriate.
Control Over Daily Operations and Labor Relations

The Board has long recognized that it “is common in retail chain operations, and particularly in food chains, [for there to be] a considerable degree of centralized administration in the functioning of ... stores.” *Angeli’s Super Valu*, 197 NLRB 85, 85 (1972). It has noted that, “though chainwide uniformity may be advantageous to the employer administratively, it is not a sufficient reason in itself for denying the right of a separate, homogeneous group of employees, possessing a clear community of interest, to express their wishes concerning collective representation.” *Haag Drug*, 169 NLRB at 878.

The Employer operates a highly centralized national retail chain operation and takes great care and pride in executing a standardized customer experience across its locations. To accomplish this, it relies heavily on its centralized operating procedures, including distribution channels, store design, and product offerings, placement, marketing, and promotions, as evidence of functional integration. Notwithstanding the Employer’s evidence of centralized operations, such a circumstance is not considered a primary factor in the consideration of single-store units in the retail industry. *Id.*

The functional integration of two or more plants in substantial respects may weigh heavily in favor of a more comprehensive unit, but it is not a conclusive factor. See *Dixie Belle Mills, Inc.*, 139 NLRB 629, 632 (1962); *J&L Plate*, 310 NLRB 429 (1993). The Board has held that a single facility could constitute a separate appropriate unit if the requested facility retained a substantial degree of autonomy, even where there was substantial centralization of authority and considerable product integration between facilities, *The Black and Decker Manufacturing Company*, 147 NLRB 825 (1964).

In this regard, I find that the stores’ standardization is outweighed by other evidence of local autonomy in operations and labor relations.

The Board views evidence of local autonomy in daily operations and labor relations as key considerations in assessing the appropriateness of single-store units in retail chain operations. For example, in *Haag Drug*, the Board found that one of eleven restaurants operated by an employer in a geographic area was an appropriate unit despite a “high degree of centralized administration,” including central profit-and-loss records, payroll functions, and chainwide handling of purchasing, vendor payments, and merchandising. 169 NLRB at 878. In finding the single-facility unit appropriate, the Board noted that the centralized operations bore “no direct relation to the employees’ day-to-day work and employee interests in the conditions of their employment.” *Id.* at 879. The Board explained:

More significant is whether or not the employees perform their day-to-day work under the immediate supervision of a local store manager who is involved in rating employee performance, or in performing a significant portion of the hiring and firing of the
employees, and is personally involved with the daily matters which make up their grievances and routine problems. It is in this framework that the community of interest of the employees in a single store takes on significance, for the handling of the day-to-day problems has relevance for all the employees in the store, but not necessarily for employees of the other stores. Id. at 878.

In the instant matter, the evidence demonstrates that store managers exercise discretion over many daily operational and labor relations matters. Store managers are responsible for interviewing, hiring, and training employees. They schedule employees to work and issue discipline as needed. They determine which employees should be promoted and are the usual point of contact when employees have a question or concern. There is no evidence that district managers take part in any of these activities, which help form the core of labor relations, on a regular basis. Indeed, district managers are rarely present in any given store in order to directly supervise the baristas. See Red Lobster, 300 NLRB at 908, fn.4 (finding local autonomy in case where upper level supervisors were present in any given store for a full day about once each week and possibly also on store managers’ days off in part because “there is insufficient staffing for persons in these two positions to be present in all restaurants at all times”); Renzetti’s Mkt., Inc., 238 NLRB 174, 175-76 (1978) (emphasizing that daily supervisor is “better able to comment on the job performance of employees over whom he has constant supervision”). See also Haag Drug, 169 NLRB 877, 878 where “the employees perform their day-to-day work under the immediate supervision of a local store manager who is involved in rating employee performance, or in performing a significant portion of the hiring and firing of the employees and is personally involved with the daily matters which make up their grievances and routine problems.”

The Board has often reached a finding of local autonomy in similar situations. In Cargill, Inc., 336 NLRB 1114, 1114 (2001), the Board found local autonomy where supervisors made assignments, supervised work, scheduled maintenance inspections, handled employee complaints, and scheduled vacations. Likewise, in Eschenbach-Boysa Co., 268 NLRB 550, 551 (1984), the Board found local autonomy where store managers conducted interviews, hired employees, granted time off, and resolved employee problems and complaints even though an upper-level manager “reserved for himself many management prerogatives [because] he necessarily must leave many of the day-to-day decisions… to his managers.” In Foodland of Ravenswood, 323 NLRB at 667, the Board noted that “responsibility… 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.” In Renzetti’s Mkt., 238 NLRB at 174, the Board found 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. See also Bud’s Thrift-
Accordingly, I find that store managers are vested with significant autonomy in handling a range of operational and labor relations matters at the local level, notwithstanding the existence of centralized policies and procedures.

- **Employee Skills, Functions, and Working Conditions**

The employees’ skills, functions, wages, and benefits are virtually identical throughout District 3105 and District 729. Additionally, employees’ skills, functions, wages, and benefits are also virtually identical across the Employer’s 9000 nationwide locations, as is to be expected in a large retail chain. There are, however, some differences in working conditions between the individual stores due to the stores’ sizes, locations, and customer needs.

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).

Although few differences in job functions and working conditions exist within District 3105 and District 729, I give minimal weight to the significance of the Employer’s standardized wages, benefits, and skills that are to be expected in a national retail chain.

- **Employee Interchange**

It is undisputed that all interchange in the instant matter is voluntary. The Board has held that voluntary interchange should be afforded less weight in rebutting the single-facility presumption, *New Britain Transp. Co.*, 330 NLRB 397, 398 (1999) (“[V]oluntary interchange is
given less weight in determining if employees from different locations share a common identity.”); *Red Lobster*, 300 NLRB 908 (1990) (noting that “the significance of that interchange is diminished because the interchange occurs largely as a matter of employee convenience, i.e., it is voluntary”).

The data in the record reveals that the hours worked by borrowed baristas at any of the petitioned-for stores amounted to only a small percentage of total hours worked. Such minimal numbers are not sufficient to demonstrate that a single facility’s homogeneity of employees has been destroyed or to rebut the single-facility presumption.

Accordingly, I find that the level of employee interchange supports the petitioned-for single-facility units. While the Employer has established that a majority of employees worked at least one shift at another store between July 2020 and January 2022\(^23\) in District 729, this is not evidence of regular interchange sufficient to rebut the single-facility presumption, especially because the data provided by the Employer indicate that the petitioned-for stores “borrow” only a very small percentage of their labor from other stores.\(^24\) In order for employee interchange to overcome the single-facility presumption, it must be “substantial” and “destructive of homogeneity” in a petitioned-for unit, *Haag Drug Co.*, 169 NLRB 877 (1968). See also *Cargill, Inc.*, 336 NLRB 1114, 1114 (2001) (13-14 interchanges between two facilities employing a combined 23 employees in an 8-month period not sufficient to rebut single facility presumption).

- **Distance Between Locations**

The stores in District 3105 range from less than one mile apart to six miles apart. The stores in District 729 fall within a 1.7 mile radius; two of the ten stores are a mere city block apart.

The Board has found single-facility units to be appropriate in cases where geographic proximity is similar to that in District 3105. In *Lipman’s*, 227 NLRB at fn.7 (1977), the Board found that stores located two miles apart were appropriate single-facility units; in *Red Lobster*, 300 NLRB at 908, 912, the Board found that stores an average distance of seven miles apart and all within a 22-mile radius were appropriate single-facility units. I find that the same conclusion is warranted here. I further find that the close proximity of the District 729 stores is insufficient to offset the other factors which must be considered by the Board’s single facility test.

- **Bargaining History**

---

\(^23\) December 2021 with respect to District 3105.

\(^24\) The percentage may be larger with respect to the Beth Israel Store and the Longwood Avenue Store, which are only one block apart and were briefly jointly managed due to a store manager’s medical emergency. The unusual circumstances which led to a temporarily high rate of interchange between two of the ten stores in District 729 cannot reasonably be relied upon to combine all ten stores in a single unit on a permanent basis.
The lack of bargaining history at any store in District 3105 or District 729 weighs in favor of the petitioned-for single store units. In Lipman’s, 227 NLRB 1436, 1438 (1977), the Board held that single-store units were appropriate in a retail chain, emphasizing “the fact that there is no bargaining history for any of these employees, and the fact that no labor organization seeks to represent the employees on a broader basis.”

- **Related Cases**

At issue here are four of over 150 petitions filed in recent months by Workers United for a Starbucks single-store unit. Eight Regional Directors have issued seventeen decisions and directions of elections. On multiple occasions, the Board has denied review. In each instance, the Regional Director has ordered election(s) in the petitioned-for single store unit(s).

Further, in *Starbucks Corporation* 371 NLRB No. 71 (February 23, 2022), the Board reaffirmed that a petitioned-for single store unit is presumptively appropriate and agreed with the Regional Director in finding that several factors under the Board’s single-facility test—similarity of employee skills, functions, and working conditions; geographic proximity; and bargaining history—were not sufficient to rebut the single-facility presumption in the context of the Board’s multi-factor analysis where store managers exercised significant autonomy over certain personnel matters in the day-to-day operation of individual stores.25

- **Conclusion**

Based upon the record and in accordance with the discussion above, I find that the Petitioner’s petitioned-for units limited to Store 52691, Store 16439, Store 7382, and Store 7224 are appropriate. I further find that, as in *Starbucks Corporation*, the similarity of employee skills, functions, and working conditions throughout Districts 3105 and 729, and the Districts 3105 and 729 stores’ geographic proximity are not sufficient to rebut the single-facility presumption given the lack of centralized control and employee interchange.

**Supervisory Status of Shift Managers**

Pursuant to Section 2(11) of the Act, the term “supervisor” means any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively recommend such action, where the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. To qualify as

---

25 With respect to the factor of interchange, the Board held that the degree of interchange present did not favor rebutting the single-store presumption because it did not negate the separate community of interest the employees of an individual store are presumed to share.
a supervisor, it is not necessary that an individual possess all of the powers specified in Section 2(11) of the Act. Rather, possession of any one of them is sufficient to confer supervisory status, *Chicago Metallic Corp.*, 273 NLRB 1677, 1689 (1985). The authority to effectively recommend generally means that “the recommended action is taken without independent investigation by superiors, not simply that the recommendation is ultimately followed.” *Children's Farm Home*, 324 NLRB 61, 61 (1997).


The status of a supervisor under the Act is determined by an individual’s duties, not by his title or job classification, *New Fern Restorium Co.*, 175 NLRB 871 (1969). The Board will refrain from construing supervisory status too broadly, because the inevitable consequence of such a construction is to remove individuals from the protection of the Act, *Quadrex Environmental Co.*, 308 NLRB 101, 102 (1992). The fact that an individual is “in charge” during a period of time will not establish supervisory authority in the absence of evidence that the putative supervisor’s actions involve independent judgment. *Dean & Deluca New York, Inc.*, 338 NLRB 1046, 1047 (2003).

The Employer argues that the shift managers are statutory supervisors because they assign work, responsibly direct other employees, effectively recommend the promotion of other employees, effectively recommend the discipline of other employees, and effectively recommend the hiring of other employees.

- **Shift Managers’ Role in Assignment and Responsible Direction**

In *Oakwood Healthcare, Inc.*, 348 NLRB 686 (2006), the Board refined its analysis of the terms “assign,” “responsibly direct,” and “independent judgment” in assessing supervisory status. The Board announced that it construes the term “assign” to refer to “the act of designating an employee to a place (such as a location, department, or wing), appointing an employee to a time (such as a shift or overtime period), or giving significant overall duties, i.e., tasks, to an employee.” *Id.* at 689.

As regards “responsible direction,” the Board explained in *Oakwood* that, if a person has “men under him” and if that person decides what job shall be undertaken next or who shall do it, that person is a supervisor, provided that the direction is both “responsible” and carried out with independent judgment. For direction to be “responsible,” the person directing the oversight of the
employee must be accountable for the performance of the task by the other. To establish accountability, it must be shown that the employer delegated to the putative supervisor’s authority to direct the work and take corrective action, if necessary. It also must be shown that there is a prospect of adverse consequences for the putative supervisors if they do not take these steps. Id. at 689-692.

Finally, the Board held in Oakwood that to establish that an individual possesses supervisory authority with respect to any of the statutory functions, the individual must also exercise independent judgment in exercising that authority, which depends on the degree of discretion with which the function is exercised. “[T]o exercise independent judgment, an individual must at a minimum act, or effectively recommend action, free of the control of others and form an opinion or evaluation by discerning and comparing data.” Id. at 693. “[A] judgment is not independent if it is dictated or controlled by detailed instructions, whether set forth in company policies or rules, the verbal instructions of a higher authority, or in the provisions of a collective-bargaining agreement.” Id. The Board also stated that the degree of discretion exercised must rise above the “routine or clerical.” Id.

With respect to designating employees to a time, it is undisputed that creating schedules is one of the “buckets” typically assigned to shift managers. However, at two of the four stores at issue here, scheduling is currently handled exclusively by store managers or assistant store managers. While Shift Manager Joshua Nelson creates the schedule at the Cleveland Circle Store, Nelson did not testify and the record lacks evidence to establish how much independent judgment Nelson may exercise in drafting the schedule.

The schedule at the final store, Allston Continuum, is drafted by Shift Manager Andrew Gagne. He creates the schedule by assigning employees to shifts after comparing the hours allotted to the store, the employees who are available, and the number of employees the Employer’s system recommends being on the floor. Testimony indicates that Gagne cannot refuse to adopt an employee’s requested schedule change and that Gagne discusses complex leave requests with his store manager. Indeed, the Employer’s Partner Guide holds store managers ultimately responsible for scheduling.

The Board has held that an individual’s role in scheduling employees does not necessarily establish that the individual is a statutory supervisor, often finding this to be a clerical function in the absence of evidence that the scheduling requires independent judgment. Dean and DeLuca New York, Inc., 338 NLRB 1046, 1048 fn. 15 (2003); Boston Medical Center, 330 NLRB 152, 203 fn. 153 (1999); Sav-On Drugs, Inc., 243 NLRB 859, 861 (1979). Here, the record shows only that each shift must be staffed by a predetermined number of employees. The record is devoid of any evidence concerning the types of judgments Gagne or other shift managers make in assigning available employees to their shifts. Any lack of evidence in the record is construed against the party asserting supervisory status, The Wackenhut Corp., 345 NLRB 850, 854 (2005). Thus, the
Employer has failed to demonstrate that Gagne’s, or other shift managers’, preparation of the schedules demonstrates supervisory status.

The record reflects that throughout the shift, shift managers make certain that employees take breaks on schedule and in accordance with applicable laws. The Board has found that assignment of breaks and lunch periods are routine and do not require the use of independent judgment. *Springfield Terrace LTD*, 355 NLRB No. 168, slip op. at 6 (2010); *Regal Health & Rehab Center*, 354 NLRB No. 71, slip op. at 9 (2009); *Los Angeles Water & Power Employees Assn.*, 340 NLRB 1232, 1234 (2003).

The record further reflects that a shift manager may ask an employee to stay past the end of his scheduled shift if the store is unexpectedly busy, as long as this does not result in the accrual of overtime. It is well established that the party seeking to establish supervisory authority must show that the putative supervisor has the ability to *require* that a certain action be taken; supervisory authority is not established where the putative supervisor has the authority merely to *request* that a certain action be taken, *Golden Crest Healthcare Center*, 348 NLRB 727 (2006).

With respect to designating employees to a place and assigning overall duties, shift managers, as the Employer’s “Play Callers,” are expected to “deploy” their fellow employees to positions within the store. The Employer’s “Play Builder” tool can perform this task as well. The fact that the Play Builder assigns employees to their work stations without regard to factors such as personality conflicts or ability to work well in particular situations, suggests that these types of considerations are not overly important; thus, a shift manager need not exercise independent judgement when he performs the job otherwise performed automatically by a computer. It also appears that many assignments are made to equalize workloads. The Board has held that assignments made solely on the basis of equalizing workloads do not implicate independent judgment, *Oakwood Healthcare*, supra.

With respect to responsible direction, the record reveals no evidence that a shift manager has ever been held accountable for the actions of a subordinate.

The Employer emphasizes that training is the designated “bucket” for some shift managers. A shift manager may draft training plans, schedule training, designate trainers, and train baristas to become barista trainers. Additionally, a shift manager who specializes in cleaning may train baristas to clean equipment more effectively. The Employer characterizes this training as indicative of shift managers’ authority to assign and direct other employees. However, it is well-established that coaching and training employees is not a supervisory function, *Sears, Roebuck and Co.* 292 NLRB 753, 754 (1989) (senior experienced employee who instructs new workers is not a supervisor); *F.A. Bartlett Tree Expert Co., Inc.* 325 NLRB 243 fn. 1 (1997) (crew foremen who provide on-the-job training to trimmers are not supervisors).
I conclude that the Employer has not met its burden of establishing that shift managers have the authority to assign work to other employees, or reasonably to direct them.

• Shift Managers’ Role in Promotion

The record reveals no evidence that shift managers have a role in promotion at Allston Continuum Store or the Watertown Store.

The sole indication that shift managers have a role in promotion at the Cleveland Circle Store stems from Willow Montana’s testimony that her store manager has sometimes approved her recommendations for barista trainer. Montana explicitly testified that she did not know to what extent her store manager conducted his own evaluations of the employees or whether he relied exclusively on her recommendations in some instances. Therefore, the record does not establish whether Montana’s promotional recommendations constituted effective recommendations for promotion. The fact that shift managers may recommend promotion, and that their recommendations are sometimes followed, does not confer supervisory status where there has been no demonstration that store managers rely exclusively on the shift managers’ recommendation in determining whom to promote without conducting an independent investigation. See Consolidated Services, Inc., 321 NLRB 845, 845 (1996) (no evidence that the facility manager follows senior cooks’ promotional recommendations without making an independent investigation).

The sole indication that shift managers have a role in promotion at the Beth Israel Store stems from Someidy Francisco’s testimony that she “thinks” that when she was a barista, shift managers told her store manager that she should be considered for the barista trainer position, a promotion she eventually received. Francisco’s testimony was speculative; she either did not recall or did not know for certain whether the shift managers spoke to the store manager about her promotion. Further, Francisco could not testify to what extent her store manager conducted an independent evaluation of her work or whether the store manager relied exclusively on the possible recommendations of shift managers.

I conclude that the Employer has not met its burden of establishing that shift managers have the authority to promote other employees.

• Shift Managers’ Role in Discipline

It is well established that, in order for discipline by an individual to confer supervisory status, the discipline must lead to personnel action without independent investigation or review by other management personnel. Franklin Home Health Agency, 337 NLRB 826, 830 (2002); Beverly Health and Rehabilitation Services, 335 NLRB 635, 664 (2001), enf’d. in pertinent part, 317 F.3d 316 (D.C. Cir. 2003).
To the extent that the Employer relies upon the statement in *Shift Manager Approach* that shift managers should use corrective action when necessary, it is well-settled that job descriptions, job titles, employee handbooks, and similar items that constitute “paper authority” do not, without more, demonstrate actual supervisory authority. *Golden Crest Healthcare Center*, supra; *Chi Lake-Wood Health*, 365 NLRB No. 10 at fn. 1 (2016); *Peacock Productions of NBC Universal Media*, 364 NLRB No. 104, slip op. at 2-3 and fn. 6 (2016). Likewise, conclusory statements by store managers that shift managers have the authority to issue discipline are insufficient to establish supervisory authority, *Alternate Concepts, Inc.*, 358 NLRB 292 (2012). Rather, the statute requires evidence of actual supervisory authority visibly translated into tangible examples demonstrating the existence of such authority, rather than unsupported assertions that supervisory authority has been conferred on a particular person. *Golden Crest Healthcare Center*, supra at 731.

It is clear that the verbal coachings sometimes issued by shift managers are not disciplinary under the Employer’s progressive discipline policy and are, therefore, too minor to constitute discipline under the Act, *Vencor Hospital-Los Angeles*, 328 NLRB 1136, 1139 (1999). The authority to “point out and correct deficiencies in the job performance of other employees does not establish the authority to discipline.” *Regal Health and Rehab Center, Inc.*, 354 NLRB 466, 473 (2009), citing *Franklin Hospital Medical Center*, 337 NLRB 826, 830 (2002); *Crittenton Hospital*, 320 NLRB 879 (1999), citing *Passavant Health Center*, 284 NLRB 887, 889 (1987).

Further, any examples of discipline issued by shift managers, which were previously discussed with store managers, are insufficient to, on their own, confer supervisory status. Mere involvement in the disciplinary process, where an admitted supervisor has reviewed the situation prior to the issuance of discipline, does not render the shift managers supervisors within the meaning of the Act. See, for example, *Green Acres Country Care Center*, 327 NLRB 257 (1998) (no independent judgment where putative supervisor sent employee home pursuant to management instruction).

With respect to the Allston Continuum Store, the only evidence that a shift manager has issued discipline comes from the testimony of Shift Manager Gagne, who issued a written coaching “with [a former store manager].” The extent of the former store manager’s involvement in the disciplinary process is not clear, nor is the extent to which Gagne may have exercised independent judgment to determine that the discipline was warranted.

With respect to the Cleveland Circle Store, Store Manager Harris testified that shift managers have issued discipline but offered no specific examples. Yaakov Horwath, a barista at the Cleveland Circle Store, testified that he observed shift managers issuing discipline without first consulting with store managers. However, Horwath did not testify to the nature of the discipline or how he knew that the shift managers had not previously spoken with store managers. The record reveals no documentary evidence of discipline issued by Cleveland Circle Store shift managers, and no shift managers employed at the Cleveland Circle Store testified during the hearing.
With respect to the Beth Israel Store, Someidy Francisco, a shift manager, testified that she has issued verbal warnings before consulting with a store manager but would not issue a written warning without consulting with a store manager. As discussed above, verbal warnings do not constitute discipline. Francisco’s further testimony that a former shift manager jointly issued a written warning with a store manager likewise does not establish that shift managers independently issue discipline at the Beth Israel Store. The store manager assigned to the Beth Israel Store did not testify, nor did any shift managers other than Francisco. The record includes no documentary evidence of discipline issued by shift managers at the Beth Israel Store.

Only at the Watertown Store does the record reveal specific evidence of shift managers’ involvement in the disciplinary process. However, in three of the four examples proffered by the Employer, the former shift managers who issued the discipline did not testify to how or whether they independently determined that discipline was needed. Store Manager Wilkins testified that the former shift managers had the authority to issue the discipline without consulting with her, but not that they actually did so. There is no evidence to suggest that any current shift manager at the Watertown Store has ever independently issued discipline. Shift managers may not have the opportunity to rotate through the appropriate “bucket,” or may not have reached the “advising” stage if they did rotate through the bucket in question. It would be arbitrary to confer supervisory status upon an entire class of employees because one former employee may have exercised the independent authority to issue discipline.

Further, the record suggests that the Employer’s written policy and Virtual Coach may have eliminated any need for independent judgment in such particularly straightforward matters, therefore rendering the shift managers’ role clerical in nature. See, e.g., G4S Regulated Security Solutions, 362 NLRB No. 134, slip op. at 2 (2015) (disciplinary notices in evidence showed putative supervisory authority was “both routine and significantly limited by detailed instructions”).

I find that the Employer has failed to adduce sufficient evidence to establish that the shift managers are independently responsible for determining whether or to what extent other employees should be disciplined. Any lack of evidence in the record is construed against the party asserting supervisory status, The Wackenhut Corp., supra.

- Shift Managers’ Role in Hiring

The shift managers cannot finalize the hire of a new employee because they do not have the necessary access within the Employer’s computer system. However, the Employer submits that shift managers have the authority to effectively recommend the hire of new employees. A hiring recommendation is “effective” where the Employer relies upon the recommendation without further inquiries.
The record reveals that shift managers’ hiring responsibilities vary widely throughout Employer’s District 3105 and District 729 stores. In some situations, store managers conduct their own interviews; in other situations, store managers process shift managers’ recommendations without further review. The likelihood of a particular shift manager effectively recommending the hire of a new barista at a particular time may depend on the shift manager’s experience, the shift manager’s assigned bucket, and the familiarity of the store manager with the store and its staff.

The record reveals no evidence that shift managers are in any way involved in the hiring process at the Beth Israel Store.

While conclusory testimony suggests that shift managers may have been involved in the hiring process at the Cleveland Circle Store and the Allston Continuum Store in the past, no witness was able to offer a specific example of an employee whose hire was effectively recommended by a shift manager at either location. In addition, no shift manager at either location testified to having effectively recommended the hire of an employee. The Board has long recognized that purely conclusory evidence is not sufficient to establish supervisory status. *Golden Crest Healthcare Center*, supra; *Volair Contractors, Inc.*, 341 NLRB 673, 675 (2004); *Sears, Roebuck & Co.*, 304 NLRB 193, 194 (1991).

The Employer has demonstrated that a former shift manager at the Watertown Store did exercise the authority to effectively recommend the hiring of new employees on multiple occasions.26 However, the Watertown Store Manager testified that she accepts hiring recommendations in only “three out of five” cases when a new shift manager is making the recommendations. This suggests that the present Watertown shift managers, who did not testify, do not enjoy the unfettered ability to recommend the hire of new employees without oversight; rather, the Store Manager chose to stop independently reviewing candidates when one particular former shift manager made recommendations. There is no evidence to suggest that any current shift manager at the Watertown Store has ever effectively recommended the hire of an employee. As was discussed above, not all shift managers have the opportunity to rotate through every “bucket,” and not all shift managers reach the “advising” stage at which a store manager might choose to permit them independence in the hiring process. Additionally, many store managers choose to handle the hiring process themselves, although the current Watertown Store Manager is not among them. It would be arbitrary to confer supervisory status upon all of the present shift managers, none of whom have ever effectively recommended the hire of new employees, because a single former shift manager effectively recommended the hire of new employees.

To the extent that the current Watertown Store shift managers may participate in the hiring process, the Board has held that mere participation in the interview process does not confer supervisory status, where others who are admitted supervisors also participate and thus independently investigate the suitability of the candidates. *J.C. Penney Corp.* 347 NLRB 127, 129

---

26 The same former shift manager, Cher Gordon, was also presented by the Employer as having independently issued discipline, as described above.
Starbucks Corporation
Cases 01-RC-289055
01-RC-289077
01-RC-289330
01-RC-289350

(2006); Los Angeles Water and Power Employees’ Association 340 NLRB 1232, 1233, 1234-1235 (2003); Ryder Truck Rental, Inc. 326 NLRB 1386, 1387-1388 fn. 9 (1998); California Beverage Co. 283 NLRB 328, 329 (1987).

The Employer relies on Fred Meyer Alaska, Inc., 334 NLRB 646 (2001) in arguing the shift managers possess the authority to effectively recommend hiring even if current shift managers have not yet exercised it. I find this case distinguishable. In Fred Meyer Alaska, the Employer argued the petitioned-for managers possessed the same authority, duties and responsibilities as the managers found by the Regional Director to be statutory supervisors in the Employer’s other stores. The Board found the Employer had provided sufficient evidence of specific instances of hiring to meet its burden of establishing that the meat and seafood department managers in the Juneau and Fairbanks stores possess the authority to hire and/or make effective recommendations with regard to hiring. Based on the records in that case, the Board found that the role of the Juneau and Fairbanks meat and seafood managers in the Employer’s hiring process was consistent with that of the Anchorage meat managers found by the Regional Director to be statutory supervisors in an earlier case. Id at 649. Contrary to Fred Meyer Alaska, Inc., the Employer in the instant case has failed to provide specific examples of the current shift managers exercising authority to effectively recommend hiring. 27

I find that the Employer has not carried its burden of establishing that shift managers have the authority to effectively recommend hiring.

• Conclusion

I conclude that the shift managers at the Allston Continuum Store, the Cleveland Circle Store, the Watertown Store, and the Beth Israel Store are not statutory supervisors and should be included in the petitioned-for units.

In concluding that the Employer has failed to meet its burden of establishing the shift managers’ supervisory status, I acknowledge that the shift managers’ possess some secondary indicia of supervisory status. Shift managers are compensated at a higher rate of pay than baristas and have recently been added to a management-level incentive plan. They also attend management meetings; have access to internal systems and tools not granted to baristas; have email addresses; and are often the highest-ranking employees in the store.

The Board has long held, however, that secondary indicia are insufficient by themselves to establish supervisory status when there is no evidence presented that an individual possesses any one of the several primary Section 2(11) indicia. Golden Crest Healthcare Center, supra at fn. 10 (2006); Ken-Crest Services, 335 NLRB 777, 779 (2001).

27 To the extent the Employer relies on specific examples from former shift managers, or from other stores within a district, I note the parties have been unwilling to stipulate the shift managers exercise the same authority at each store. Further, the evidence establishes significant variation among the stores.
DIRECTION OF ELECTIONS

The following employees of the Employer constitute units appropriate for the purpose of collective bargaining within the meaning of Section 9(b) of the Act:

In Case 01-RC-289055:

All full-time and regular part-time baristas and shift managers performing work at the Employer’s store #52691 located at 217 Western Avenue, Boston, MA 02134, excluding all store managers, office clericals, guards, and supervisors as defined in the Act.

In Case 01-RC-289077:

All full-time and regular part-time baristas and shift managers performing work at the Employer’s store #16439 located at 1948 Beacon Street, Brighton, MA 02135, excluding all store managers, office clericals, guards, and supervisors as defined in the Act.

In Case 01-RC-289330:

All full-time and regular part-time baristas and shift managers performing work at the Employer’s store #7382 located at 75 Mt. Auburn Street, Watertown, MA 02472, excluding all store managers, office clericals, guards, and supervisors as defined in the Act.

In Case 01-RC-289350:

All full-time and regular part-time baristas and shift managers performing work at the Employer’s store #7224 located at 364 Brookline Avenue, Boston, MA 02215, excluding all store managers, office clericals, guards, and supervisors as defined in the Act.

No determination has been made concerning the eligibility of the Assistant Store Managers, as such the employees in this classification, if any, are allowed to vote subject to challenge, with a decision on the eligibility of these individuals to be resolved in a post-election proceeding, if necessary.

The National Labor Relations Board will conduct secret ballot elections among the employees in the units 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

All four elections will be conducted by United States mail. The mail ballots will be mailed to employees employed in the appropriate collective-bargaining units. On **Monday, April 11, 2022**, ballots will be mailed to voters by National Labor Relations Board, Region 1. 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.

Voters must return their mail ballots so that they will be received in the National Labor Relations Board, Region 1 office by close of business on **Monday, May 2, 2022**.

Those employees who believe that they are eligible to vote and did not receive a ballot in the mail by **Monday, April 18, 2022**, should communicate immediately with the National Labor Relations Board by either calling the Region 1 Office at (617) 565-6700 or our national toll-free line at 1-844-762-NLRB (1-844-762-6572).

I further direct that the ballot count will take place virtually, on a platform (such as Zoom, Skype, WebEx, etc.) to be determined by the Regional Director, beginning at **1:00 p.m.** on **Tuesday, May 3, 2022**. Each party will be allowed to have observers attend the virtual ballot count.

B. Voting Eligibility

Eligible to vote are those in the unit who were employed during the payroll period ending immediately preceding the date of this Decision, 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 if they appear in person at the polls.

---

28 Both parties agree that a mail ballot election is appropriate in this matter.
Also eligible to vote using the Board’s challenged ballot procedure are those individuals employed in the classifications whose eligibility remains unresolved as specified above and in the Notice of Election.

Ineligible to vote are (1) employees who have quit or been discharged for cause since the designated payroll period; (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 Lists

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 lists 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 in each of the units.

To be timely filed and served, the lists must be received by the regional director and the parties by Tuesday, March 29, 2022. The lists must be accompanied by a certificate of service showing service on all parties. The region will no longer serve the voter lists.

Unless the Employer certifies that it does not possess the capacity to produce the lists in the required form, the lists 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 lists must begin with each employee’s last name and the lists must be alphabetized (overall or by department) by last name. Because the lists will be used during the election, the font size of the lists 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.

Pursuant to Section 102.5 of the Board’s Rules and Regulations, the lists must be filed electronically by submitting (E-Filing) it through the Agency’s website (www.nlrb.gov), unless the Employer provides a written statement explaining why electronic submission is not possible or feasible. The Employer must also electronically serve the lists on the other parties. To file electronically, go to www.nlrb.gov, click on E-File Documents, enter the NLRB case number, and follow the detailed instructions. The burden of establishing the timely filing and receipt of the lists is on the sending party.

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 lists within the specified time or in the proper format if it is responsible for the failure.

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

D. Posting of 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, and distribute the Notice by 12:01 a.m. April 6, 2022 and copies must remain posted until the end of the election. 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.

Please be advised that in a mail ballot election, the election begins when the mail ballots are deposited by the Region in the mail.

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, 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: March 25, 2022

LAURA A. SACKS
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 01
Thomas P. O'Neill Jr. Federal Building
10 Causeway St, Room 601
Boston, MA 02222-1001
NOTICE OF ELECTION

PURPOSE OF ELECTION: This election is to determine the representative, if any, desired by the eligible employees for purposes of collective bargaining with their employer. (See VOTING UNIT in this Notice of Election for description of eligible employees.) A majority of the valid ballots cast will determine the results of the election. Only one valid representation election may be held in a 12-month period.

SECRET BALLOT: The election will be by secret ballot carried out through the U.S. mail under the supervision of the Regional Director of the National Labor Relations Board (NLRB). A sample of the official ballot is shown on the next page of this Notice. Voters will be allowed to vote without interference, restraint, or coercion. Employees eligible to vote will receive in the mail Instructions to Employees Voting by United States Mail, a ballot, a blue envelope, and a yellow self-addressed envelope needing no postage.

ELIGIBILITY RULES: Employees eligible to vote are those described under the VOTING UNIT on the next page and include employees who did not work during the designated payroll period because they were ill or on vacation or temporarily laid off. In a mail ballot election, employees are eligible if they are in the VOTING UNIT during both the designated payroll period and on the date they mail in their ballots. Employees who have quit or been discharged for cause since the designated payroll period and who have not been rehired or reinstated prior to the date of this election, or, in a mail ballot election, before the date they mail in their ballots, are not eligible to vote.

CHALLENGE OF VOTERS: An agent of the Board or an authorized observer may question the eligibility of a voter. Such challenge must be made at the time the ballots are counted.

AUTHORIZED OBSERVERS: Each party may designate an equal number of observers, this number to be determined by the NLRB. These observers (a) act as checkers at the counting of ballots; (b) assist in identifying voters; (c) challenge voters and ballots; and (d) otherwise assist the NLRB.

METHOD AND DATE OF ELECTION

The election will be conducted by United States mail. The mail ballots will be mailed to employees employed in the appropriate collective-bargaining unit. At 4:30 p.m. on Monday, April 11, 2022, ballots will be mailed to voters from the National Labor Relations Board, Region 01, Thomas P. O'Neill Jr. Federal Building, 10 Causeway St, Room 601, Boston, MA 02222-1001. 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 Monday, April 18, 2022, should communicate immediately with the National Labor Relations Board by either calling the Region 01 Office at (617)565-6700 or our national toll-free line at 1-844-762-NLRB (1-844-762-6572).

All ballots will be commingled and counted at the Region 01 Office on Tuesday, May 3, 2022 at 1:00 p.m. In order to be valid and counted, the returned ballots must be received in the Region 01 Office prior to the counting of the ballots.

WARNING: This is the only official notice of this election and must not be defaced by anyone. Any markings that you may see on any sample ballot or anywhere on this notice have been made by someone other than the National Labor Relations Board, and have not been put there by the National Labor Relations Board. The National Labor Relations Board is an agency of the United States Government, and does not endorse any choice in the election.
United States of America  
National Labor Relations Board  

NOTICE OF ELECTION

VOTING UNIT

EMPLOYEES ELIGIBLE TO VOTE:
Those eligible to vote are: All full-time and regular part-time baristas and shift managers performing work at the Employer’s store #52691 located at 217 Western Avenue, Boston, MA 02134, who were employed by the Employer during the payroll period ending March 20, 2022.

EMPLOYEES NOT ELIGIBLE TO VOTE:
Those not eligible to vote are: All store managers, office clericals, guards, and supervisors as defined in the Act.

Others permitted to vote: At this time, no decision has been made regarding whether Assistant Store Managers are included in, or excluded from, the bargaining unit, and individuals in those classifications may vote in the election but their ballots shall be challenged since their eligibility has not been determined. The eligibility or inclusion of these individuals will be resolved, if necessary, following the election.
UNITED STATES OF AMERICA
National Labor Relations Board
01-RC-289055
OFFICIAL SECRET BALLOT
For certain employees of
STARBUCKS CORPORATION

Do you wish to be represented for purposes of collective bargaining by
WORKERS UNITED?

MARK AN "X" IN THE SQUARE OF YOUR CHOICE

YES       NO

DO NOT SIGN OR WRITE YOUR NAME OR INCLUDE OTHER MARKINGS THAT WOULD
REVEAL YOUR IDENTITY. MARK AN “X” IN THE SQUARE OF YOUR CHOICE ONLY. If you
make markings inside, or anywhere around, more than one square, you may request a new
ballot by referring to the enclosed instructions. If you submit a ballot with markings inside,
or anywhere around, more than one square, your ballot will not be counted.

The National Labor Relations Board does not endorse any choice in this election. Any markings that you may see on any sample ballot have not been put there by the National Labor Relations Board.
Form NLRB-4910
(4-2015)

United States of America
National Labor Relations Board

NOTICE OF ELECTION

RIGHTS OF EMPLOYEES - FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union
- Choose representatives to bargain with your employer on your behalf
- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities
- In a State where such agreements are permitted, the Union and Employer may enter into a lawful union-security agreement requiring employees to pay periodic dues and initiation fees. Nonmembers who inform the Union that they object to the use of their payments for nonrepresentational purposes may be required to pay only their share of the Union's costs of representational activities (such as collective bargaining, contract administration, and grievance adjustment).

It is the responsibility of the National Labor Relations Board to protect employees in the exercise of these rights.

The Board wants all eligible voters to be fully informed about their rights under Federal law and wants both Employers and Unions to know what is expected of them when it holds an election.

If agents of either Unions or Employers interfere with your right to a free, fair, and honest election the election can be set aside by the Board. When appropriate, the Board provides other remedies, such as reinstatement for employees fired for exercising their rights, including backpay from the party responsible for their discharge.

The following are examples of conduct that interfere with the rights of employees and may result in setting aside of the election:

- Threatening loss of jobs or benefits by an Employer or a Union
- Promising or granting promotions, pay raises, or other benefits, to influence an employee's vote by a party capable of carrying out such promises
- An Employer firing employees to discourage or encourage union activity or a Union causing them to be fired to encourage union activity
- Making campaign speeches to assembled groups of employees on company time where attendance is mandatory, within the 24-hour period before the mail ballots are dispatched
- Incitement by either an Employer or a Union of racial or religious prejudice by inflammatory appeals
- Threatening physical force or violence to employees by a Union or an Employer to influence their votes

The National Labor Relations Board protects your right to a free choice.

Improper conduct will not be permitted. All parties are expected to cooperate fully with this Agency in maintaining basic principles of a fair election as required by law.

Anyone with a question about the election may contact the NLRB Office at (617)565-6700 or visit the NLRB website www.nlrb.gov for assistance.
United States of America
National Labor Relations Board

Instructions to Eligible Employees Voting
By United States Mail

INSTRUCTIONS

1. MARK YOUR BALLOT IN SECRET BY PLACING AN X IN THE APPROPRIATE BOX. DO NOT SIGN OR WRITE YOUR NAME OR INCLUDE OTHER MARKINGS THAT WOULD REVEAL YOUR IDENTITY.

2. IF YOU SUBMIT A BALLOT WITH MARKINGS INSIDE, OR ANYWHERE AROUND, MORE THAN ONE SQUARE, YOUR BALLOT WILL NOT BE COUNTED. YOU MAY REQUEST A NEW BALLOT BY CALLING THE REGIONAL OFFICE AT THE NUMBER BELOW.

3. IT IS IMPORTANT TO MAINTAIN THE SECRECY OF YOUR BALLOT. DO NOT SHOW YOUR BALLOT TO ANYONE AFTER YOU HAVE MARKED IT.

4. PUT YOUR BALLOT IN THE BLUE ENVELOPE AND SEAL THE ENVELOPE.

5. PUT THE BLUE ENVELOPE CONTAINING THE BALLOT INTO THE YELLOW ADDRESSED RETURN ENVELOPE.

6. SIGN THE BACK OF THE YELLOW RETURN ENVELOPE IN THE SPACE PROVIDED. TO BE COUNTED, THE YELLOW RETURN ENVELOPE MUST BE SIGNED.

7. DO NOT PERMIT ANY PARTY – THE EMPLOYER, THE UNION(S), OR THEIR REPRESENTATIVES, OR AN EMPLOYEE-PETITIONER – TO HANDLE, COLLECT, OR MAIL YOUR BALLOT.

8. MAIL THE BALLOT IMMEDIATELY. NO POSTAGE IS NECESSARY. For further information, call the Regional Office at: 617-565-6700 or by contacting Essie Ablavsky at essie.ablavsky@nlrb.gov

TO BE COUNTED, YOUR BALLOT MUST REACH THE REGIONAL OFFICE

BY 5/2/2022
RIGHTS OF EMPLOYEES

Under the National Labor Relations Act, employees have the right:

- To self-organization
- To form, join, or assist labor organizations
- To bargain collectively through representatives of their own choosing
- To act together for the purposes of collective bargaining or other mutual aid or protection
- To refuse to do any or all of these things unless the union and employer, in a state where such agreements are permitted, enter into a lawful union-security agreement requiring employees to pay periodic dues and initiation fees. Nonmembers who inform the union that they object to the use of their payments for non representational purposes may be required to pay only their share of the union's costs of representational activities (such as collective bargaining, contract administration, and grievance adjustment).

It is the responsibility of the National Labor Relations Board to protect employees in the exercise of these rights.

The Board wants all eligible voters to be fully informed about their rights under Federal law and wants both employers and unions to know what is expected of them when it holds an election.

If agents of either unions or employers interfere with your right to a free, fair, and honest election, the election can be set aside by the Board. Where appropriate, the Board provides other remedies, such as reinstatement for employees fired for exercising their rights, including backpay from the party responsible for their discharge.

The following are examples of conduct that interfere with the rights of employees and may result in the setting aside of the election:

- Threatening loss of jobs or benefits by an employer or a union
- Promising or granting promotions, pay raises, or other benefits to influence an employee's vote by a party capable of carrying out such promises
- An employer firing employees to discourage or encourage union activity or a union causing them to be fired to encourage union activity
- Incitement by either an employer or a union of racial or religious prejudice by inflammatory appeals
- Threatening physical force or violence to employees by a union or an employer to influence their votes.

The National Labor Relations Board protects your right to a free choice

Improper conduct will not be permitted. All parties are expected to cooperate fully with this Agency in maintaining basic principles of a fair election as required by law. The National Labor Relations Board as an agency of the United States Government does not endorse any choice in the election.

NATIONAL LABOR RELATIONS BOARD
an agency of the
UNITED STATES GOVERNMENT
NOTICE OF ELECTION

PURPOSE OF ELECTION: This election is to determine the representative, if any, desired by the eligible employees for purposes of collective bargaining with their employer. (See VOTING UNIT in this Notice of Election for description of eligible employees.) A majority of the valid ballots cast will determine the results of the election. Only one valid representation election may be held in a 12-month period.

SECRET BALLOT: The election will be by secret ballot carried out through the U.S. mail under the supervision of the Regional Director of the National Labor Relations Board (NLRB). A sample of the official ballot is shown on the next page of this Notice. Voters will be allowed to vote without interference, restraint, or coercion. Employees eligible to vote will receive in the mail Instructions to Employees Voting by United States Mail, a ballot, a blue envelope, and a yellow self-addressed envelope needing no postage.

ELIGIBILITY RULES: Employees eligible to vote are those described under the VOTING UNIT on the next page and include employees who did not work during the designated payroll period because they were ill or on vacation or temporarily laid off. In a mail ballot election, employees are eligible if they are in the VOTING UNIT during both the designated payroll period and on the date they mail in their ballots. Employees who have quit or been discharged for cause since the designated payroll period and who have not been rehired or reinstated prior to the date of this election, or, in a mail ballot election, before the date they mail in their ballots, are not eligible to vote.

CHALLENGE OF VOTERS: An agent of the Board or an authorized observer may question the eligibility of a voter. Such challenge must be made at the time the ballots are counted.

AUTHORIZED OBSERVERS: Each party may designate an equal number of observers, this number to be determined by the NLRB. These observers (a) act as checkers at the counting of ballots; (b) assist in identifying voters; (c) challenge voters and ballots; and (d) otherwise assist the NLRB.

METHOD AND DATE OF ELECTION

The election will be conducted by United States mail. The mail ballots will be mailed to employees employed in the appropriate collective-bargaining unit. At 4:30p.m. on Monday, April 11, 2022, ballots will be mailed to voters from the National Labor Relations Board, Region 01, Thomas P. O'Neill Jr. Federal Building, 10 Causeway St, Room 601, Boston, MA 02222-1001. 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 Monday, April 18, 2022, should communicate immediately with the National Labor Relations Board by either calling the Region 01 Office at (617)565-6700 or our national toll-free line at 1-844-762-NLRB (1-844-762-6572).

All ballots will be commingled and counted at the Region 01 Office on Tuesday, May 3, 2022 at 1:00p.m. In order to be valid and counted, the returned ballots must be received in the Region 01 Office prior to the counting of the ballots.

WARNING: This is the only official notice of this election and must not be defaced by anyone. Any markings that you may see on any sample ballot or anywhere on this notice have been made by someone other than the National Labor Relations Board, and have not been put there by the National Labor Relations Board. The National Labor Relations Board is an agency of the United States Government, and does not endorse any choice in the election.
United States of America  
National Labor Relations Board  

NOTICE OF ELECTION

VOTING UNIT

EMPLOYEES ELIGIBLE TO VOTE:
Those eligible to vote are: All full-time and regular part-time baristas and shift managers performing work at the Employer’s store #16439 located at 1948 Beacon Street, Brighton, MA 02135, who were employed by the Employer during the payroll period ending March 20, 2022.

EMPLOYEES NOT ELIGIBLE TO VOTE:
Those not eligible to vote are: All store managers, office clericals, guards, and supervisors as defined in the Act.

Others permitted to vote: At this time, no decision has been made regarding whether Assistant Store Managers are included in, or excluded from, the bargaining unit, and individuals in those classifications may vote in the election but their ballots shall be challenged since their eligibility has not been determined. The eligibility or inclusion of these individuals will be resolved, if necessary, following the election.
United States of America  
National Labor Relations Board  

NOTICE OF ELECTION

UNITED STATES OF AMERICA  
National Labor Relations Board  
01-RC-289077  

OFFICIAL SECRET BALLOT  
For certain employees of  
STARBUCKS CORPORATION  

Do you wish to be represented for purposes of collective bargaining by  
WORKERS UNITED?  

MARK AN “X” IN THE SQUARE OF YOUR CHOICE

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

DO NOT SIGN OR WRITE YOUR NAME OR INCLUDE OTHER MARKINGS THAT WOULD REVEAL YOUR IDENTITY. MARK AN “X” IN THE SQUARE OF YOUR CHOICE ONLY. If you make markings inside, or anywhere around, more than one square, you may request a new ballot by referring to the enclosed instructions. If you submit a ballot with markings inside, or anywhere around, more than one square, your ballot will not be counted.

The National Labor Relations Board does not endorse any choice in this election. Any markings that you may see on any sample ballot or anywhere on this notice have not been put there by the National Labor Relations Board.
NOTICE OF ELECTION

RIGHTS OF EMPLOYEES - FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union
- Choose representatives to bargain with your employer on your behalf
- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities
- In a State where such agreements are permitted, the Union and Employer may enter into a lawful union-security agreement requiring employees to pay periodic dues and initiation fees. Nonmembers who inform the Union that they object to the use of their payments for nonrepresentational purposes may be required to pay only their share of the Union’s costs of representational activities (such as collective bargaining, contract administration, and grievance adjustment).

It is the responsibility of the National Labor Relations Board to protect employees in the exercise of these rights.

The Board wants all eligible voters to be fully informed about their rights under Federal law and wants both Employers and Unions to know what is expected of them when it holds an election.

If agents of either Unions or Employers interfere with your right to a free, fair, and honest election the election can be set aside by the Board. When appropriate, the Board provides other remedies, such as reinstatement for employees fired for exercising their rights, including backpay from the party responsible for their discharge.

The following are examples of conduct that interfere with the rights of employees and may result in setting aside of the election:

- Threatening loss of jobs or benefits by an Employer or a Union
- Promising or granting promotions, pay raises, or other benefits, to influence an employee’s vote by a party capable of carrying out such promises
- An Employer firing employees to discourage or encourage union activity or a Union causing them to be fired to encourage union activity
- Making campaign speeches to assembled groups of employees on company time where attendance is mandatory, within the 24-hour period before the mail ballots are dispatched
- Incitement by either an Employer or a Union of racial or religious prejudice by inflammatory appeals
- Threatening physical force or violence to employees by a Union or an Employer to influence their votes

The National Labor Relations Board protects your right to a free choice.

Improper conduct will not be permitted. All parties are expected to cooperate fully with this Agency in maintaining basic principles of a fair election as required by law.

Anyone with a question about the election may contact the NLRB Office at (617)565-6700 or visit the NLRB website www.nlrb.gov for assistance.

WARNING: This is the only official notice of this election and must not be defaced by anyone. Any markings that you may see on any sample ballot or anywhere on this notice have been made by someone other than the National Labor Relations Board, and have not been put there by the National Labor Relations Board. The National Labor Relations Board is an agency of the United States Government, and does not endorse any choice in the election.
United States of America  
National Labor Relations Board  

Instructions to Eligible Employees Voting  
By United States Mail

INSTRUCTIONS

1. MARK YOUR BALLOT IN SECRET BY PLACING AN X IN THE APPROPRIATE BOX. DO NOT SIGN OR WRITE YOUR NAME OR INCLUDE OTHER MARKINGS THAT WOULD REVEAL YOUR IDENTITY.

2. IF YOU SUBMIT A BALLOT WITH MARKINGS INSIDE, OR ANYWHERE AROUND, MORE THAN ONE SQUARE, YOUR BALLOT WILL NOT BE COUNTED. YOU MAY REQUEST A NEW BALLOT BY CALLING THE REGIONAL OFFICE AT THE NUMBER BELOW.

3. IT IS IMPORTANT TO MAINTAIN THE SECRECY OF YOUR BALLOT. DO NOT SHOW YOUR BALLOT TO ANYONE AFTER YOU HAVE MARKED IT.

4. PUT YOUR BALLOT IN THE BLUE ENVELOPE AND SEAL THE ENVELOPE.

5. PUT THE BLUE ENVELOPE CONTAINING THE BALLOT INTO THE YELLOW ADDRESSED RETURN ENVELOPE.

6. SIGN THE BACK OF THE YELLOW RETURN ENVELOPE IN THE SPACE PROVIDED. TO BE COUNTED, THE YELLOW RETURN ENVELOPE MUST BE SIGNED.

7. DO NOT PERMIT ANY PARTY – THE EMPLOYER, THE UNION(S), OR THEIR REPRESENTATIVES, OR AN EMPLOYEE-PETITIONER – TO HANDLE, COLLECT, OR MAIL YOUR BALLOT.

8. MAIL THE BALLOT IMMEDIATELY. NO POSTAGE IS NECESSARY. For further information, call the Regional Office at: 617-565-6700 or by contacting Essie Ablavsky at essie.ablavsky@nlrb.gov

TO BE COUNTED, YOUR BALLOT MUST REACH THE REGIONAL OFFICE

BY 5/2/22
RIGHTS OF EMPLOYEES

Under the National Labor Relations Act, employees have the right:

- To self-organization
- To form, join, or assist labor organizations
- To bargain collectively through representatives of their own choosing
- To act together for the purposes of collective bargaining or other mutual aid or protection
- To refuse to do any or all of these things unless the union and employer, in a state where such agreements are permitted, enter into a lawful union-security agreement requiring employees to pay periodic dues and initiation fees. Nonmembers who inform the union that they object to the use of their payments for non representational purposes may be required to pay only their share of the union's costs of representational activities (such as collective bargaining, contract administration, and grievance adjustment).

It is the responsibility of the National Labor Relations Board to protect employees in the exercise of these rights.

The Board wants all eligible voters to be fully informed about their rights under Federal law and wants both employers and unions to know what is expected of them when it holds an election.

If agents of either unions or employers interfere with your right to a free, fair, and honest election, the election can be set aside by the Board. Where appropriate, the Board provides other remedies, such as reinstatement for employees fired for exercising their rights, including backpay from the party responsible for their discharge.

The following are examples of conduct that interfere with the rights of employees and may result in the setting aside of the election:

- Threatening loss of jobs or benefits by an employer or a union
- Promising or granting promotions, pay raises, or other benefits to influence an employee's vote by a party capable of carrying out such promises
- An employer firing employees to discourage or encourage union activity or a union causing them to be fired to encourage union activity
- Incitement by either an employer or a union of racial or religious prejudice by inflammatory appeals
- Threatening physical force or violence to employees by a union or an employer to influence their votes.

The National Labor Relations Board protects your right to a free choice

Improper conduct will not be permitted. All parties are expected to cooperate fully with this Agency in maintaining basic principles of a fair election as required by law. The National Labor Relations Board as an agency of the United States Government does not endorse any choice in the election.

NATIONAL LABOR RELATIONS BOARD
an agency of the
UNITED STATES GOVERNMENT
NOTICE OF ELECTION

PURPOSE OF ELECTION: This election is to determine the representative, if any, desired by the eligible employees for purposes of collective bargaining with their employer. (See VOTING UNIT in this Notice of Election for description of eligible employees.) A majority of the valid ballots cast will determine the results of the election. Only one valid representation election may be held in a 12-month period.

SECRET BALLOT: The election will be by secret ballot carried out through the U.S. mail under the supervision of the Regional Director of the National Labor Relations Board (NLRB). A sample of the official ballot is shown on the next page of this Notice. Voters will be allowed to vote without interference, restraint, or coercion. Employees eligible to vote will receive in the mail Instructions to Employees Voting by United States Mail, a ballot, a blue envelope, and a yellow self-addressed envelope needing no postage.

ELIGIBILITY RULES: Employees eligible to vote are those described under the VOTING UNIT on the next page and include employees who did not work during the designated payroll period because they were ill or on vacation or temporarily laid off. In a mail ballot election, employees are eligible if they are in the VOTING UNIT during both the designated payroll period and on the date they mail in their ballots. Employees who have quit or been discharged for cause since the designated payroll period and who have not been rehired or reinstated prior to the date of this election, or, in a mail ballot election, before the date they mail in their ballots, are not eligible to vote.

CHALLENGE OF VOTERS: An agent of the Board or an authorized observer may question the eligibility of a voter. Such challenge must be made at the time the ballots are counted.

AUTHORIZED OBSERVERS: Each party may designate an equal number of observers, this number to be determined by the NLRB. These observers (a) act as checkers at the counting of ballots; (b) assist in identifying voters; (c) challenge voters and ballots; and (d) otherwise assist the NLRB.

METHOD AND DATE OF ELECTION

The election will be conducted by United States mail. The mail ballots will be mailed to employees employed in the appropriate collective-bargaining unit. At 4:30p.m. on Monday, April 11, 2022, ballots will be mailed to voters from the National Labor Relations Board, Region 01, Thomas P. O'Neill Jr. Federal Building, 10 Causeway St, Room 601, Boston, MA 02222-1001. 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 Monday, April 18, 2022, should communicate immediately with the National Labor Relations Board by either calling the Region 01 Office at (617)565-6700 or our national toll-free line at 1-844-762-NLRB (1-844-762-6572).

All ballots will be commingled and counted at the Region 01 Office on Tuesday, May 3, 2022 at 1:00p.m. In order to be valid and counted, the returned ballots must be received in the Region 01 Office prior to the counting of the ballots.

WARNING: This is the only official notice of this election and must not be defaced by anyone. Any markings that you may see on any sample ballot or anywhere on this notice have been made by someone other than the National Labor Relations Board, and have not been put there by the National Labor Relations Board. The National Labor Relations Board is an agency of the United States Government, and does not endorse any choice in the election.
NOTICE OF ELECTION

VOTING UNIT

EMPLOYEES ELIGIBLE TO VOTE:
Those eligible to vote are: All full-time and regular part-time baristas and shift managers performing work at the Employer’s store #7382 located at 75 Mt. Auburn Street, Watertown, MA 02472, who were employed by the Employer during the payroll period ending March 20, 2022.

EMPLOYEES NOT ELIGIBLE TO VOTE:
Those not eligible to vote are: All store managers, office clericals, guards, and supervisors as defined in the Act.

Others permitted to vote: At this time, no decision has been made regarding whether Assistant Store Managers are included in, or excluded from, the bargaining unit, and individuals in those classifications may vote in the election but their ballots shall be challenged since their eligibility has not been determined. The eligibility or inclusion of these individuals will be resolved, if necessary, following the election.
NOTICE OF ELECTION

UNITED STATES OF AMERICA
National Labor Relations Board

OFFICIAL SECRET BALLOT

For certain employees of
STARBUCKS CORPORATION

Do you wish to be represented for purposes of collective bargaining by
WORKERS UNITED?

MARK AN "X" IN THE SQUARE OF YOUR CHOICE

YES

NO

DO NOT SIGN OR WRITE YOUR NAME OR INCLUDE OTHER MARKINGS THAT WOULD REVEAL YOUR IDENTITY. MARK AN “X” IN THE SQUARE OF YOUR CHOICE ONLY. If you make markings inside, or anywhere around, more than one square, you may request a new ballot by referring to the enclosed instructions. If you submit a ballot with markings inside, or anywhere around, more than one square, your ballot will not be counted.

The National Labor Relations Board does not endorse any choice in this election. Any markings that you may see on any sample ballot have not been put there by the National Labor Relations Board.

WARNING: This is the only official notice of this election and must not be defaced by anyone. Any markings that you may see on any sample ballot or anywhere on this notice have been made by someone other than the National Labor Relations Board, and have not been put there by the National Labor Relations Board. The National Labor Relations Board is an agency of the United States Government, and does not endorse any choice in the election.
NOTICE OF ELECTION

RIGHTS OF EMPLOYEES - FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union
- Choose representatives to bargain with your employer on your behalf
- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities
- In a State where such agreements are permitted, the Union and Employer may enter into a lawful union-security agreement requiring employees to pay periodic dues and initiation fees. Nonmembers who inform the Union that they object to the use of their payments for nonrepresentational purposes may be required to pay only their share of the Union’s costs of representational activities (such as collective bargaining, contract administration, and grievance adjustment).

It is the responsibility of the National Labor Relations Board to protect employees in the exercise of these rights.

The Board wants all eligible voters to be fully informed about their rights under Federal law and wants both Employers and Unions to know what is expected of them when it holds an election.

If agents of either Unions or Employers interfere with your right to a free, fair, and honest election the election can be set aside by the Board. When appropriate, the Board provides other remedies, such as reinstatement for employees fired for exercising their rights, including backpay from the party responsible for their discharge.

The following are examples of conduct that interfere with the rights of employees and may result in setting aside of the election:

- Threatening loss of jobs or benefits by an Employer or a Union
- Promising or granting promotions, pay raises, or other benefits, to influence an employee’s vote by a party capable of carrying out such promises
- An Employer firing employees to discourage or encourage union activity or a Union causing them to be fired to encourage union activity
- Making campaign speeches to assembled groups of employees on company time where attendance is mandatory, within the 24-hour period before the mail ballots are dispatched
- Incitement by either an Employer or a Union of racial or religious prejudice by inflammatory appeals
- Threatening physical force or violence to employees by a Union or an Employer to influence their votes

The National Labor Relations Board protects your right to a free choice.

Improper conduct will not be permitted. All parties are expected to cooperate fully with this Agency in maintaining basic principles of a fair election as required by law.

Anyone with a question about the election may contact the NLRB Office at (617)565-6700 or visit the NLRB website www.nlrb.gov for assistance.

WARNING: This is the only official notice of this election and must not be defaced by anyone. Any markings that you may see on any sample ballot or anywhere on this notice have been made by someone other than the National Labor Relations Board, and have not been put there by the National Labor Relations Board. The National Labor Relations Board is an agency of the United States Government, and does not endorse any choice in the election.
United States of America  
National Labor Relations Board  

Instructions to Eligible Employees Voting  
By United States Mail

INSTRUCTIONS

1. MARK YOUR BALLOT IN SECRET BY PLACING AN X IN THE APPROPRIATE BOX. DO NOT SIGN OR WRITE YOUR NAME OR INCLUDE OTHER MARKINGS THAT WOULD REVEAL YOUR IDENTITY.

2. IF YOU SUBMIT A BALLOT WITH MARKINGS INSIDE, OR ANYWHERE AROUND, MORE THAN ONE SQUARE, YOUR BALLOT WILL NOT BE COUNTED. YOU MAY REQUEST A NEW BALLOT BY CALLING THE REGIONAL OFFICE AT THE NUMBER BELOW.

3. IT IS IMPORTANT TO MAINTAIN THE SECRECY OF YOUR BALLOT. DO NOT SHOW YOUR BALLOT TO ANYONE AFTER YOU HAVE MARKED IT.

4. PUT YOUR BALLOT IN THE BLUE ENVELOPE AND SEAL THE ENVELOPE.

5. PUT THE BLUE ENVELOPE CONTAINING THE BALLOT INTO THE YELLOW ADDRESSED RETURN ENVELOPE.

6. SIGN THE BACK OF THE YELLOW RETURN ENVELOPE IN THE SPACE PROVIDED. TO BE COUNTED, THE YELLOW RETURN ENVELOPE MUST BE SIGNED.

7. DO NOT PERMIT ANY PARTY – THE EMPLOYER, THE UNION(S), OR THEIR REPRESENTATIVES, OR AN EMPLOYEE-PETITIONER – TO HANDLE, COLLECT, OR MAIL YOUR BALLOT.

8. MAIL THE BALLOT IMMEDIATELY. NO POSTAGE IS NECESSARY. For further information, call the Regional Office at: 617-565-6700 or by contacting Essie Ablavsky at essie.ablavsky@nlrb.gov

TO BE COUNTED, YOUR BALLOT MUST REACH THE REGIONAL OFFICE  
BY 5/2/22
RIGHTS OF EMPLOYEES

Under the National Labor Relations Act, employees have the right:

- To self-organization
- To form, join, or assist labor organizations
- To bargain collectively through representatives of their own choosing
- To act together for the purposes of collective bargaining or other mutual aid or protection
- To refuse to do any or all of these things unless the union and employer, in a state where such agreements are permitted, enter into a lawful union-security agreement requiring employees to pay periodic dues and initiation fees. Nonmembers who inform the union that they object to the use of their payments for non representational purposes may be required to pay only their share of the union's costs of representational activities (such as collective bargaining, contract administration, and grievance adjustment).

It is the responsibility of the National Labor Relations Board to protect employees in the exercise of these rights.

The Board wants all eligible voters to be fully informed about their rights under Federal law and wants both employers and unions to know what is expected of them when it holds an election.

If agents of either unions or employers interfere with your right to a free, fair, and honest election, the election can be set aside by the Board. Where appropriate, the Board provides other remedies, such as reinstatement for employees fired for exercising their rights, including backpay from the party responsible for their discharge.

The following are examples of conduct that interfere with the rights of employees and may result in the setting aside of the election:

- Threatening loss of jobs or benefits by an employer or a union
- Promising or granting promotions, pay raises, or other benefits to influence an employee's vote by a party capable of carrying out such promises
- An employer firing employees to discourage or encourage union activity or a union causing them to be fired to encourage union activity
- Incitement by either an employer or a union of racial or religious prejudice by inflammatory appeals
- Threatening physical force or violence to employees by a union or an employer to influence their votes.

The National Labor Relations Board protects your right to a free choice

Improper conduct will not be permitted. All parties are expected to cooperate fully with this Agency in maintaining basic principles of a fair election as required by law. The National Labor Relations Board as an agency of the United States Government does not endorse any choice in the election.

NATIONAL LABOR RELATIONS BOARD
an agency of the
UNITED STATES GOVERNMENT
NOTICE OF ELECTION

PURPOSE OF ELECTION: This election is to determine the representative, if any, desired by the eligible employees for purposes of collective bargaining with their employer. (See VOTING UNIT in this Notice of Election for description of eligible employees.) A majority of the valid ballots cast will determine the results of the election. Only one valid representation election may be held in a 12-month period.

SECRET BALLOT: The election will be by secret ballot carried out through the U.S. mail under the supervision of the Regional Director of the National Labor Relations Board (NLRB). A sample of the official ballot is shown on the next page of this Notice. Voters will be allowed to vote without interference, restraint, or coercion. Employees eligible to vote will receive in the mail Instructions to Employees Voting by United States Mail, a ballot, a blue envelope, and a yellow self-addressed envelope needing no postage.

ELIGIBILITY RULES: Employees eligible to vote are those described under the VOTING UNIT on the next page and include employees who did not work during the designated payroll period because they were ill or on vacation or temporarily laid off. In a mail ballot election, employees are eligible if they are in the VOTING UNIT during both the designated payroll period and on the date they mail in their ballots. Employees who have quit or been discharged for cause since the designated payroll period and who have not been rehired or reinstated prior to the date of this election, or, in a mail ballot election, before the date they mail in their ballots, are not eligible to vote.

CHALLENGE OF VOTERS: An agent of the Board or an authorized observer may question the eligibility of a voter. Such challenge must be made at the time the ballots are counted.

AUTHORIZED OBSERVERS: Each party may designate an equal number of observers, this number to be determined by the NLRB. These observers (a) act as checkers at the counting of ballots; (b) assist in identifying voters; (c) challenge voters and ballots; and (d) otherwise assist the NLRB.

METHOD AND DATE OF ELECTION

The election will be conducted by United States mail. The mail ballots will be mailed to employees employed in the appropriate collective-bargaining unit. At 4:30p.m. on Monday, April 11, 2022, ballots will be mailed to voters from the National Labor Relations Board, Region 01, Thomas P. O'Neill Jr. Federal Building, 10 Causeway St, Room 601, Boston, MA 02222-1001. 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 Monday, April 18, 2022, should communicate immediately with the National Labor Relations Board by either calling the Region 01 Office at (617)565-6700 or our national toll-free line at 1-844-762-NLRB (1-844-762-6572).

All ballots will be commingled and counted at the Region 01 Office on Tuesday, May 3, 2022 at 1:00p.m. In order to be valid and counted, the returned ballots must be received in the Region 01 Office prior to the counting of the ballots.
United States of America
National Labor Relations Board

NOTICE OF ELECTION

VOTING UNIT

EMPLOYEES ELIGIBLE TO VOTE:
Those eligible to vote are: All full-time and regular part-time baristas and shift managers performing work at the Employer’s store #7224 located at 364 Brookline Avenue, Boston, MA 02215, who were employed by the Employer during the payroll period ending March 20, 2022.

EMPLOYEES NOT ELIGIBLE TO VOTE:
Those not eligible to vote are: All store managers, office clericals, guards, and supervisors as defined in the Act.

Others permitted to vote: At this time, no decision has been made regarding whether Assistant Store Managers are included in, or excluded from, the bargaining unit, and individuals in those classifications may vote in the election but their ballots shall be challenged since their eligibility has not been determined. The eligibility or inclusion of these individuals will be resolved, if necessary, following the election.
UNITED STATES OF AMERICA
National Labor Relations Board
01-RC-289350
OFFICIAL SECRET BALLOT
For certain employees of
STARBUCKS CORPORATION
Do you wish to be represented for purposes of collective bargaining by WORKERS UNITED?
MARK AN "X" IN THE SQUARE OF YOUR CHOICE

YES

NO

DO NOT SIGN OR WRITE YOUR NAME OR INCLUDE OTHER MARKINGS THAT WOULD REVEAL YOUR IDENTITY. MARK AN “X” IN THE SQUARE OF YOUR CHOICE ONLY. If you make markings inside, or anywhere around, more than one square, you may request a new ballot by referring to the enclosed instructions. If you submit a ballot with markings inside, or anywhere around, more than one square, your ballot will not be counted.

The National Labor Relations Board does not endorse any choice in this election. Any markings that you may see on any sample ballot have not been put there by the National Labor Relations Board.
NOTICE OF ELECTION

RIGHTS OF EMPLOYEES - FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union
- Choose representatives to bargain with your employer on your behalf
- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities
- In a State where such agreements are permitted, the Union and Employer may enter into a lawful union-security agreement requiring employees to pay periodic dues and initiation fees. Nonmembers who inform the Union that they object to the use of their payments for nonrepresentational purposes may be required to pay only their share of the Union's costs of representational activities (such as collective bargaining, contract administration, and grievance adjustment).

It is the responsibility of the National Labor Relations Board to protect employees in the exercise of these rights.

The Board wants all eligible voters to be fully informed about their rights under Federal law and wants both Employers and Unions to know what is expected of them when it holds an election.

If agents of either Unions or Employers interfere with your right to a free, fair, and honest election the election can be set aside by the Board. When appropriate, the Board provides other remedies, such as reinstatement for employees fired for exercising their rights, including backpay from the party responsible for their discharge.

The following are examples of conduct that interfere with the rights of employees and may result in setting aside of the election:

- Threatening loss of jobs or benefits by an Employer or a Union
- Promising or granting promotions, pay raises, or other benefits, to influence an employee's vote by a party capable of carrying out such promises
- An Employer firing employees to discourage or encourage union activity or a Union causing them to be fired to encourage union activity
- Making campaign speeches to assembled groups of employees on company time where attendance is mandatory, within the 24-hour period before the mail ballots are dispatched
- Incitement by either an Employer or a Union of racial or religious prejudice by inflammatory appeals
- Threatening physical force or violence to employees by a Union or an Employer to influence their votes

The National Labor Relations Board protects your right to a free choice.

Improper conduct will not be permitted. All parties are expected to cooperate fully with this Agency in maintaining basic principles of a fair election as required by law.

Anyone with a question about the election may contact the NLRB Office at (617)565-6700 or visit the NLRB website www.nlrb.gov for assistance.
United States of America
National Labor Relations Board

Instructions to Eligible Employees Voting
By United States Mail

INSTRUCTIONS

1. MARK YOUR BALLOT IN SECRET BY PLACING AN X IN THE APPROPRIATE BOX. DO NOT SIGN OR WRITE YOUR NAME OR INCLUDE OTHER MARKINGS THAT WOULD REVEAL YOUR IDENTITY.

2. IF YOU SUBMIT A BALLOT WITH MARKINGS INSIDE, OR ANYWHERE AROUND, MORE THAN ONE SQUARE, YOUR BALLOT WILL NOT BE COUNTED. YOU MAY REQUEST A NEW BALLOT BY CALLING THE REGIONAL OFFICE AT THE NUMBER BELOW.

3. IT IS IMPORTANT TO MAINTAIN THE SECRECY OF YOUR BALLOT. DO NOT SHOW YOUR BALLOT TO ANYONE AFTER YOU HAVE MARKED IT.

4. PUT YOUR BALLOT IN THE BLUE ENVELOPE AND SEAL THE ENVELOPE.

5. PUT THE BLUE ENVELOPE CONTAINING THE BALLOT INTO THE YELLOW ADDRESSED RETURN ENVELOPE.

6. SIGN THE BACK OF THE YELLOW RETURN ENVELOPE IN THE SPACE PROVIDED. TO BE COUNTED, THE YELLOW RETURN ENVELOPE MUST BE SIGNED.

7. DO NOT PERMIT ANY PARTY – THE EMPLOYER, THE UNION(S), OR THEIR REPRESENTATIVES, OR AN EMPLOYEE-PETITIONER – TO HANDLE, COLLECT, OR MAIL YOUR BALLOT.

8. MAIL THE BALLOT IMMEDIATELY. NO POSTAGE IS NECESSARY. For further information, call the Regional Office at: 617-565-6700 or by contacting Essie Ablavsky at essie.ablavsky@nlrb.gov

TO BE COUNTED, YOUR BALLOT MUST REACH THE REGIONAL OFFICE

BY 5/2/22
RIGHTS OF EMPLOYEES

Under the National Labor Relations Act, employees have the right:

- To self-organization
- To form, join, or assist labor organizations
- To bargain collectively through representatives of their own choosing
- To act together for the purposes of collective bargaining or other mutual aid or protection
- To refuse to do any or all of these things unless the union and employer, in a state where such agreements are permitted, enter into a lawful union-security agreement requiring employees to pay periodic dues and initiation fees. Nonmembers who inform the union that they object to the use of their payments for non-representational purposes may be required to pay only their share of the union's costs of representational activities (such as collective bargaining, contract administration, and grievance adjustment).

It is the responsibility of the National Labor Relations Board to protect employees in the exercise of these rights.

The Board wants all eligible voters to be fully informed about their rights under Federal law and wants both employers and unions to know what is expected of them when it holds an election.

If agents of either unions or employers interfere with your right to a free, fair, and honest election, the election can be set aside by the Board. Where appropriate, the Board provides other remedies, such as reinstatement for employees fired for exercising their rights, including backpay from the party responsible for their discharge.

The following are examples of conduct that interfere with the rights of employees and may result in the setting aside of the election:

- Threatening loss of jobs or benefits by an employer or a union
- Promising or granting promotions, pay raises, or other benefits to influence an employee's vote by a party capable of carrying out such promises
- An employer firing employees to discourage or encourage union activity or a union causing them to be fired to encourage union activity
- Incitement by either an employer or a union of racial or religious prejudice by inflammatory appeals
- Threatening physical force or violence to employees by a union or an employer to influence their votes.

The National Labor Relations Board protects your right to a free choice

Improper conduct will not be permitted. All parties are expected to cooperate fully with this Agency in maintaining basic principles of a fair election as required by law. The National Labor Relations Board as an agency of the United States Government does not endorse any choice in the election.

NATIONAL LABOR RELATIONS BOARD
an agency of the UNITED STATES GOVERNMENT