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

On February 28 and March 1, 2022, Workers United ("Petitioner") filed the petitions in Cases 19-RC-291410 and 19-RC-291441. By these petitions, Petitioner seeks to represent all full-time and regular part-time baristas, shift supervisors, and assistant store managers\(^1\) as single-facility units at the following stores in Eugene, Oregon: Store 17920, located at 3110 W. 11th Avenue ("Store 17920"), consisting of about 27 employees; and Store 3367, located at 1115 Valley River Drive ("Store 3367"), consisting of about 28 employees (collectively "petitioned-for stores").

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

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\(^1\) I did not allow the parties to litigate the question of whether the assistant store manager position was appropriately included in the petitioned-for units and the parties agreed to allow anyone in that classification to vote subject to challenge. However, the record shows that the Employer does not employ any assistant store managers at the petitioned-for stores and does not contain any evidence that the Employer currently intends to hire an assistant store manager at those stores.

\(^2\) District 156 includes the following 11 stores: (1) Store 22349, located at 2830 Willamette St., Eugene, OR; (2) Store 60461, located at 94504 Highway 99E, Junction City, OR; (3) Store 02975, located at 3003 N. Delta Hwy, Eugene, OR; (4) Store 17920, located at 3110 W. 11th Ave., Eugene, OR; (5) Store 3367, located at 1115 Valley River Dr., Eugene, OR; (6) Store 25591, located at 1395 University St., Eugene, OR; (7) Store 3409, located at 495 W. 7th Ave., Eugene, OR; (8) Store 60983, located at 1270 N. Bayshore Dr., Bldg. H, Coos Bay, OR; (9) Store 449, located at 65 Oakway Ctr., Eugene, OR; (10) Store 27299, located at 1895 Franklin Blvd., Eugene, OR; (11) Store 65196, located at 1505 Franklin Blvd, #131, Eugene, OR.
A Hearing Officer of the National Labor Relations Board ("Board") held a videoconference hearing on March 21, 2022. The Hearing Officer, consistent with the parties’ request, also took administrative notice of record evidence introduced in numerous other hearings before the Board on separate petitions filed by Petitioner in other Regional Offices and in Region 19, specifically Case 19-RC-288594 ("Eugene I") involving Store 22349 and Cases 19-RC-289815 et al. involving Store 3409, Store 27299, Store 449, Store 02975, and Store 25591 ("Eugene II"), all located in Eugene, Oregon and grouped into District 156. Petitioner and the Employer both filed post-hearing briefs.

As set forth below, based on the record, the parties’ briefs, and relevant Board law, I find that the record establishes that the petitioned-for baristas and shift supervisors at Store 17920 and Store 3367 each constitute an appropriate, single-facility unit. Accordingly, I am directing mail-ballot elections in the two petitioned-for units as described below.

I. FACTS

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

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

There is a store manager responsible for the baristas and shift supervisors at issue at each of the petitioned-for stores. The Employer employs approximately 20 baristas and 6 shift supervisors at Store 17920 and 22 baristas and 6 shift supervisors at Store 3367. The Employer does not employ an assistant store manager at either of the petitioned-for stores.

In turn, the store managers for Store 17920 and Store 3367 are part of District 156 and overseen by a district manager for District 156 ("district manager"). The composition of districts sometimes changes during a process known as realignment, in which particular stores may enter or leave a district. Currently, District 156 encompasses 9 stores located in Eugene, including stores on the University of Oregon campus, 1 store in Junction City, located about 30 minutes driving distance north of Eugene, and 1 store in Coos Bay, located over 2 hours driving distance southwest.

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3 Much of the evidence set forth below comes from the records in Eugene I and Eugene II.
4 The store manager for Store 17920 began in that role in February 2022, the month before the instant hearing.
5 The store manager for Store 3367 began working as an interim store manager at Store 3367 in December 2021 and became the permanent store manager in about January 2022.
6 A new district manager took over responsibility for District 156 around March 2022, about 2 weeks before the instant hearing. The district manager did not testify in the instant proceeding.
of Eugene. The Employer employs approximately 223 employees in the barista and shift supervisor classifications in District 156.

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

1. Daily Operations

The petitioned-for stores vary in terms of operating hours and set up. For example, both Store 17920 and Store 3367 have drive-thrus and cafés, but some other stores in District 156 are café only or kiosks. Depending on the setup of the store, employees take orders either in-person in the café, via the drive-thru, and/or from a mobile ordering system; prepare food and drinks; and operate the register as needed. The Employer’s stores are designed to provide a consistent experience for the customer across locations, with standardized menus, promotions, and store design.

Both of the petitioned-for stores include baristas, shift supervisors, and a store manager. The store manager is a “keyholder,” in that they have a key to the store and the cash tills, but the store manager may also designate shift supervisors as keyholders for certain shifts on the schedule. As discussed below, the store manager exercises authority over certain personnel-related functions, such as hiring and scheduling. According to the Employer’s Partner Guide for U.S. stores, the “store manager is ultimately in charge of all store operations and directs the work of the assistant store manager(s), […] shift supervisors, and baristas. The store manager is responsible for personnel decisions, scheduling, payroll, and fiscal decisions.” The Employer allocates a specific amount of administrative time to each store manager to complete such tasks, though the store manager for Store 3367 indicated that he selected his own administrative time. If the store manager is away for any extended period, such as on vacation, a designated proxy store manager provides support to that store.

The district manager is in regular contact with the store managers of Store 17920 and Store 3367, addressing not only store performance, but also operational issues over which the district manager has ultimate authority, such as hours of operation. The district manager meets weekly with the store managers through a virtual “huddle” to review topics such as seasonal product promotions, future staffing needs, earnings, and customer trends. Given the recent change in district manager, the record is unclear on and the exact nature and frequency of the district manager’s in-person visits to the petitioned-for stores. The store manager for Store 17920 testified that the district manager visited Store 17920 every Friday morning for two hours, and during that time the district manager connected with different employees in the store to see if there was anything they needed or had concerns about, and mostly met with the store manager to review business operations. The store manager for Store 3367 testified that the new district manager has not yet visited Store 3367; while he indicated that the prior district manager had visited Store 3367 to check in, he did not indicate the frequency or duration of these visits. Both of the petitioned-
for employees to testify in the instant proceeding noted that they have never met the current district manager and that they did not raise any workplace concerns to the prior district manager. In fact, the instant record does not reveal any specific examples of the petitioned-for employees raising concerns regarding terms and conditions of employment to the district manager. The sole instance of substantive interaction involved the prior district manager and a barista previously employed at Store 3367 who testified as part of the proceeding in *Eugene II*. While that barista worked at Store 3367, the district manager was visiting Store 3367 because the store manager was under investigation, at which time the barista approached the district manager with concerns about the store manager’s conduct.

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

If a store runs out of inventory, the petitioned-for stores seek to borrow items from a nearby store. Generally, the store managers request items on the workplace chat from other store managers in District 156.

### 2. Day-to-Day Supervisory Functions

#### a. Hiring

To determine whether the Employer will need to hire more employees in District 156, the regional director for Area 40, the district manager, and the partner resources manager meet once a month to look at current staffing levels and forecast future needs. The district manager also discusses general staffing needs in the weekly meeting with the store managers in District 156. Store managers know they need to hire when they have a hard time scheduling enough employees on different shifts. The Employer’s corporate office posts job openings through its website.

The Employer has a standardized hiring process involving an application and an interview, guided by corporate-level policies. Interested applicants apply online through the Employer’s website to specific store locations. Store managers access the applicant pool through the Employer’s internal “Taleo” program. The store manager for each of the petitioned-for stores decides which barista applicants to interview and then conducts the interview based on materials created at the corporate level. Prior to the COVID-19 pandemic, the Employer sometimes held hiring fairs, in which multiple store managers interviewed numerous candidates at a single event. After the interview, the store manager answers questions about the applicant in the Taleo system and clicks on whether they recommend the applicant for hire. The store manager for each of the
petitioned-for stores has the authority to decide which barista they want to hire and to offer a position to that barista, pending a background check. For shift supervisors, in *Eugene I* the regional director for Area 40 testified that store managers hire shift supervisors. As shift supervisor positions are generally filled by internal applicants through the promotion process, I discuss this in greater detail below. Thus, to the extent that the district manager may play a role in determining whether hiring will occur, the record is clear that the store manager decides who to hire at that store.

If a store manager wishes to hire a barista previously employed by the Employer, the store manager must contact the Employer’s Partner Contact Center to receive any notes from the previous store manager and confirm the individual is eligible for rehire. Then, the store manager checks in with the district manager to confirm that these steps are complete. This is the only circumstance for hiring baristas that requires any involvement from the district manager and the record contains no examples of the district manager exercising any authority over rehires at the petitioned-for stores, let alone any action beyond confirming that the store manager completed the necessary steps.

**b. Promotion**

Baristas interested in promotion to shift supervisor may complete a “Shift Supervisor Interest Form,” which notes that “the decision to promote is made by the store manager.” The Employer posts available shift supervisor positions in its Taleo system, where interested baristas complete applications. Two store managers must co-interview the applicant with the interview guide created at the corporate level and approve a barista to be promoted to be shift supervisor. All internal candidates for promotion must be interviewed before a decision is made. The record does not reveal any involvement of the district manager in the promotion to shift supervisor positions at the petitioned-for stores.

**c. Transfer**

To be eligible to permanently transfer between the Employer’s stores, corporate policy dictates that an employee must have worked in their role for at least six months and generally be in good standing. If a barista or shift supervisor wants to transfer, the employee fills out a “Transfer Request Form” that the store manager submits to the district manager for processing. If the transfer request is internal within the district, the district manager handles the request. If the transfer request is for outside the district, the district manager for the current district sends the request to the district manager for the employee’s desired district. The record does not contain any evidence of the district manager’s involvement in transfers for employees at the petitioned-for stores.

**d. Training**

Upon hire new baristas complete standardized online training modules and are also trained on how to perform the duties of a barista by a “barista trainer.” Barista trainer is not a separate classification, but a designation that the store manager applies to certain employees that results in a $65 bonus when a barista trainer completes the training of a newly hired barista. The store manager also decides which barista trainer oversees the training of each new barista.
The barista trainer utilizes a training plan created by the Employer at the corporate level that addresses the topics covered, the time allotted, and the substance of the training. The store manager ensures that the store has sufficient barista trainers to perform the training and arranges the schedule in a way that those directly involved in the training – the new barista and the barista trainer – have time to complete the program without impacting the normal operation of the store. The store manager also verifies that the new hire has received the mandated training and has successfully completed the training. In certain circumstances, new employees may receive training at a different store from their home store.

Beyond initial training, the Employer requires that employees complete assigned online training modules created at the corporate level.

**e. Scheduling and Paid Time Off**

The store manager creates the schedule for employees at each of the petitioned-for stores based on the forecasted labor hours provided from the corporate level. At the time of hire, employees complete partner availability forms and update their availability as necessary with the store manager. Based on this availability, the Employer’s Partner Central corporate scheduling software, previously known as Starbucks Partner Hours, can create a draft weekly schedule using the store’s allocated hours. The store manager then takes this schedule and makes additional modifications, such as to reflect requests for time off or schedule changes already granted. According to the store manager for Store 17920, the store manager also considers preference and skills, such as whether a particular shift supervisor works primarily as the store’s closer and does not usually work opening shifts.

If there are gaps in the schedule resulting in insufficient coverage, the store manager has several options available. First, the store manager may contact employees already scheduled to work to see if they want to lengthen their shifts or contact employees who are not scheduled that day to see if they want to take on an additional shift. If unsuccessful, next the store manager reaches out to other store managers and asks if they have employees willing to work shifts as “borrowed partners,” the Employer’s corporate terminology for employees working outside their home store. Finally, if the store manager cannot fill the shift vacancy with employees from the store or with borrowed partners, they may pause mobile ordering or temporarily alter the store’s hours, both of which require approval from the district manager.

Employees may also request paid time off. If employees need to call in sick or have a last-minute emergency, they typically contact the shift supervisor on duty or the store manager. To request paid vacation time in advance or a change in a schedule, employees may request time off on the Employer’s “MyPartner” availability website, using a paper form, or via in-person or text message conversations with their store manager. Some employees also discuss their request with the store manager. Regardless of the method of the request, the store manager must approve or deny requests for paid vacation or schedule changes and has the authority to do so. To use approved paid vacation or sick time, employees record the paid time off in the “Punch Communications Log,” which is part of the “Daily Records Log” kept at each of the petitioned-for stores. The store manager then notes their approval in the Punch Communications Log and enters the paid time off into the system; the log does not require district manager approval for paid
time off. The record contains no evidence of any involvement by the district manager for District 156 in requests for, or approval of, schedule changes or paid time off.

For all other schedule changes or absences, employees may request a schedule change from the store manager or find someone to cover their shift, either by contacting coworkers directly or using the Eugene/Springfield Facebook group entitled “Shift Coverage in the Eugene/Springfield Area.” This Facebook group has six store managers who serve as administrators and employees may post open shifts for stores located in District 156 or District 489. Employees from one district accept and work borrowed partner shifts in the other district.

The store manager must approve any overtime for employees based at that home store.

The store manager is also responsible for payroll, including changing or adjusting punches based on missed punches.

\textit{f. Discipline}

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

The Employer uses the same corrective action form in its U.S. stores, including in District 156. The corrective action form includes the name and signature of the store manager, but not the district manager. The corrective action form identifies three levels of pre-discharge discipline: “documented coaching,” “written warning,” and “final written warning.” The store managers at each of the petitioned-for stores have the authority to issue the first two levels of discipline independently. Decisions regarding final written warnings and termination originate with the store manager, who observes the conduct warranting the higher-level discipline. However, store managers at the petitioned-for stores do not have the authority to issue a final written warning or to discharge employees without first connecting with the district manager and discussing any final written warning or discharge with the district manager prior to issuance.

Testimony from \textit{Eugene I} and \textit{Eugene II} indicates that store managers may issue discipline to employees of another store while serving as the proxy store manager for that store. However, the record contains no instances of other store managers disciplining employees at the petitioned-
for stores or of the store managers at the petitioned-for stores disciplining employees at other locations.

g. Evaluation

The Employer does not conduct performance reviews for the petitioned-for employees or any baristas or shift supervisors within District 156. Employees do have “development conversations” every six months to discuss their goals and to reflect on their performance with the store manager.

h. Assigning and Directing Work

The Employer’s corporate “Playbuilder” internet-based planning tool at all of its U.S. stores enables each store to maximize the efficiency of its staffing level on a given shift. Playbuilder allows store managers, assistant store managers, or shift supervisors, also referred to as “play callers,” to input the number of employees working at a particular moment, the day of the week, and the time, and then to receive an automated map of where those employees should be located on the “floor” of the store. The play caller can see a list of the employees working at that time and assign their names to a particular “play,” which is a job location or role within the store, in the Playbuilder system. According to the store manager for Store 17920, shift supervisors serve as play callers about 95 percent of the time.

While the records in Eugene I and Eugene II indicate that stores in District 156 use Playbuilder differently and that some stores deviate from the established “plays,” the instant record does not contain detailed evidence regarding the application of Playbuilder at the petitioned-for stores.

i. Layoff and Recall

The instant record does not address layoff or recall at the petitioned-for stores. The records in Eugene I and Eugene II reveal generally that at the beginning of the COVID-19 pandemic in spring 2020, some of the stores in District 156 closed temporarily, and at the direction of the Employer’s corporate level, certain store managers offered their employees a voluntary transfer to another store, a leave of absence, or a voluntary layoff. Then, when those stores reopened, store managers were instructed by corporate to call the partners who had chosen voluntary layoffs to inform them they could come back to work if they wanted or choose a severance package.

B. Employee Skills, Functions, and Working Conditions

The skills and job functions of baristas and shift supervisors are essentially identical at all the Employer’s stores, including those stores located in District 156. Baristas make coffee and tea beverages, prepare food, take orders, clean, stock, and assist with other tasks, such as working in the drive-thru. Shift supervisors perform the same duties as baristas but are also in charge of “running the floor,” including ensuring that employees take breaks and documenting those breaks, overseeing the daily coverage report, planning the “floor” to determine which partners will work in different roles, such as the register, and distributing “Clean, Safe, and Ready” cards with
Starbucks Corp.
19-RC-291410 et al.

cleaning instructions to the appropriate roles. Shift supervisors may also be designated on the schedule by the store manager to act as a “keyholder” for a particular shift, which includes counting the money, laying out the floor, telling baristas their role for the day, receiving inventory, and distributing breaks and cleaning tasks.

Standardized equipment and menus make it possible that an employee can move from their home store to another location and prepare the Employer’s food and drinks. Customer orders vary between locations. Each store also has certain “regular” customers who frequent the store; when employees see a regular customer approaching, they begin to prepare their drink order in advance, which again helps with speed of service. Borrowed employees not based at that store can complete regulars’ orders but take more time doing so.

Each store is not identical, as some stores have a drive-thru or offer delivery, while others only have cafés or are kiosks. Some of the stores in District 156 offer UberEats delivery, which requires slightly different preparation. These variations change the volume of food and beverages employees need to prepare and how their work occurs.

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

The hours of operation differ among the stores in District 156, but the record does not specify the hours for all of the stores within the district. Store 17920 operates from 5 a.m. to 8 p.m. on weekdays and from 6 a.m. to 6 p.m. on weekends, while Store 3367 operates from 5 a.m. to 7 p.m. on weekdays and 5:30 a.m. to 7 p.m. on weekends. Store hours or the scope of store operations, such as mobile ordering and payment or the indoor café, sometimes change temporarily due to insufficient staffing or other store-specific issues. The pace of the store and peak hours also vary by store.

The starting wage rate for baristas in District 156 is approximately $14.75 per hour. The Employer’s corporate compensation team determines wage scales for all hourly and salary employees throughout the U.S., including the employees at issue in District 156. The corporate compensation team sets wage rates geographically in ways that do not necessarily correlate to the Employer’s district lines, as some districts located in Area 40 have different wage rates within the district. All of the stores in District 156 have the same wage rates. Thus, within District 156, differences in wage rates are based on skill and experiences on a uniform wage scale.

All stores in District 156 have tip pools among the baristas and the shift supervisors who worked in the store that week. Tips are pooled on a weekly basis, and some stores have better tips than other stores. The record does not reveal average tip rates at the petitioned-for stores.

Fringe benefits, such as vacation, paid leave, and health insurance, are also determined at the corporate level and are uniform across stores.
Eligible employees may also receive barista trainer bonuses or new partner referral bonuses. Store managers enter the type of bonus into the payroll system, but do not control the amount of money allocated for the bonus.

C. Interchange

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

The record contains no evidence showing the Employer has ever required employees to act as a borrowed partner. The regional director for Area 40 testified generally in the Eugene I hearing that the Employer could require or expect employees to work shifts at other stores within a reasonable distance of their home store but provided no examples of doing so. Specific to the instant case, the record does not contain evidence showing that the Employer required employees from the petitioned-for stores to work at other stores or required employees from other stores to work at any of the petitioned-for stores.

The record, as incorporated from the Eugene II hearing, includes extensive evidence and analysis regarding borrowed partners working in District 156 for the period of July 1, 2019, through February 6, 2022.

The record reveals that borrowed partner shifts constitute a small percentage of shifts worked. According to the Employer’s graphs, the stores in District 156 averaged about 3.1 percent of “partner days borrowed,” which the expert witness calculated as the percent of borrowed shifts compared to total shifts for District 156. However, the Employer’s expert witness analysis does not reflect percentage of shifts or hours worked on a given day or data specific to the petitioned-for stores.

Petitioner presented store-specific spreadsheets containing all shifts worked by borrowed partners and employees based at each of the petitioned-for store for specific timeframes. Petitioner’s data and analysis showed that at Store 17920, from 2019 to 2022, 334 out of 11,544 shifts, or about 2.8 percent of shifts, were worked by borrowed partners; when limited to August 2021 through February 2022, approximately 40 out of 2,075 shifts, or about 1.9 percent of shifts, were worked by borrowed partners. Petitioner’s data and analysis showed that at Store 3367, for the period of August 2021 to February 2022, 50 out of 2,598 shifts, or about 1.9 percent of shifts, were worked by borrowed partners.

The Employer presented additional charts that did not specifically address the proportion of borrowed hours or borrowed shifts worked at each of the petitioned-for stores or by the petitioned-for employees. The Employer’s data on borrowed partners includes all employees who worked at any stores in District 156, regardless of their home store or district. Moreover, although stores enter and leave District 156 either through realignment or opening and closing, the data in the record shows partner borrowing for stores located within District 156 at any point during the time period utilized in the Employer’s analysis, regardless of whether the stores are still located in District 156. Accordingly, some of the Employer’s data shows interchange that occurred between three stores, Store 11201, Store 59312, and Store 2976, located in or near Springfield, during the
time those stores fell within District 156, even though those stores are no longer part of District 156.

Per the Employer’s charts, about 59.6 percent of employees who ever performed work in District 156 within the time period in question worked in only a single store within the district, while the remaining 40.4 percent of employees worked at least one shift at two or more stores within District 156. The Employer provided charts with an analysis of the percentage of employees who worked solely at each of the petitioned-for stores in District 156, specifically 24.4 percent at Store 17920 and 32.9 percent at Store 3367; this data calculates the percentages based on all employees who worked at each of the petitioned-for stores, both those for whom the petitioned-for stores are their home store and those based elsewhere who merely worked one or more shifts at these locations. The Employer’s charts analyzing the number of stores in which employees worked during the time period used do not reveal how many shifts employees worked away from their home store, the frequency with which employees worked as borrowed partners, or which stores were involved.

The Employer additionally presented a chart showing the percentage of borrowed partners working at each store. Per the Employer’s analysis, this includes about 45 percent of borrowed partners from other home stores working at Store 17920 and about 50 percent of borrowed partners from other home stores working at Store 3367. However, this data includes all employees who ever worked at each store equally regardless of the number of shifts or hours worked; so, an employee who worked hundreds of shifts at a store counts the same as an employee who worked a single shift.

The Employer’s charts also estimated the percentage of “store days,” or total number of days a store is open, on which the petitioned-for stores utilized at least one borrowed partner. The District 156 average is 22 percent, with approximately 36 percent at Store 17920 and 21 percent at Store 3367. However, this does not reflect the number of hours, shifts, or borrowed partners involved on each day.

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

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

The Employer also provided different interpretations of the data controlling for the COVID-19 pandemic, stores that opened or closed, and for employees who made permanent transfers; none of these charts provided hour- or shift-specific analyses of borrowed partners working at the petitioned-for stores or of petitioned-for employees working at other stores in District 156.
In around March 2020, when many stores closed due to the COVID-19 pandemic, employees could choose to transfer to another store in lieu of a layoff or take a leave of absence. A shift supervisor now employed at Store 17920 testified that he previously worked at Store 22591 on the University of Oregon campus, which is also part of District 156, but that when that store closed down due to the COVID-19 pandemic he transferred to Store 17920. Once Store 22591 reopened, the store manager from Store 17920 asked him whether he wanted to stay or go back to his prior store, and he elected to stay at Store 17920.

Employees may elect to permanently interchange between stores. The record does not reveal any evidence of permanent interchange mandated by the Employer involving the petitioned-for employees.

D. Distance Between Locations

The petitioned-for stores are both located in Eugene. Store 17920 is located anywhere from approximately 2 miles to almost 6 miles from the other Eugene stores within District 156. Store 3367 is located anywhere from 1.5 miles to almost 4 miles from the other Eugene stores within District 156. Additionally, District 156 includes Store 60983 in Coos Bay, about 110 miles southwest of Eugene, and Store 60641 in Junction City, which is approximately 15 miles from both of the petitioned-for stores.

E. Bargaining History

There is no prior history of collective bargaining involving Store 17920 or Store 3367, or the other stores located in District 156. 7

II. ANALYSIS

A. The Board’s Legal Standard

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

7 In *Eugene I* and *Eugene II*, I recently ordered elections for single-facility units at Store 22349, Store 3409, Store 27299, Store 449, Store 02975, and Store 25591.
The same presumption and the same factors apply in the retail chain setting. See, e.g., Red Lobster, 300 NLRB 908, 912 (1990); Foodland of Ravenswood, 323 NLRB 665, 666 (1997). At one time the Board applied a policy in the retail chain context of making unit determinations coextensive with the employer’s administrative division or the involved geographic area. Sav-On Drugs, 138 NLRB 1032 (1962); accord Frisch’s Big Boy Ill-Mar, Inc., 147 NLRB 551 (1964). However, the Board currently applies to retail chains “the same unit policy that it applies to multi-plant enterprises in general, that is . . . in the light of all the relevant circumstances of the particular case.” Frisch’s Big Boy, 147 NLRB at 551-52; Haag Drug Co., 169 NLRB 877, 877 (1968).

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

B. Application

I find that the petitioned-for single store units are each presumptively appropriate. Starbucks Corp., 371 NLRB No. 71, slip op. at 1 (2022) (citing Haag Drug, 169 NLRB 877, 877 (1968)). “Accordingly, the central issue here is whether the Employer has met its ‘heavy burden’ to overcome the presumption that the single-store unit sought by the Petitioner is appropriate.” Id. (citing California Pacific Medical Center, 357 NLRB 197, 200 (2011)).

Based on the record evidence and for the reasons detailed below, I conclude that the Employer has failed to meet its heavy burden. The record contains specific evidence demonstrating the baristas and shift supervisors at the petitioned-for stores perform their day-to-day work under the immediate supervision of the store manager who is involved in hiring, scheduling, and disciplining employees, among other personnel functions. Further, the evidence of temporary interchange is relatively minor as a portion of total shifts worked. Overall, the majority of the factors considered by the Board in the single-facility presumption context either weigh in Petitioner’s favor or are neutral, and as such the Employer has failed to meet its burden.

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

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

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8 In its brief for the instant proceeding, the Employer incorporates all of its arguments from its briefs in Eugene I and Eugene II. I only address some of those arguments herein, as many were addressed in the Decisions and Direction of Elections issued in Eugene I and Eugene II and are not based on facts specifically relevant to the petitioned-for stores.
involved with the daily matters which make up their grievances and routine problems.” *Hilander Foods*, 348 NLRB 1200, 1203 (2006).

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

The Board recently examined the operational role of the Employer’s store managers in *Starbucks Corp.*, 371 NLRB No. 71 (2022). In *Starbucks*, the Board specifically addressed the Employer’s argument with respect to centralized operations and local autonomy that “its automated tools and company-wide policies limit store managers’ discretion over ‘the daily matters which make up [employees’] grievances and routine problems.’” *Id.* (citing *Haag Drug*, 169 NLRB at 878). The Board noted that in that case, petitioner adduced specific evidence that store managers “do, in fact, play a significant role in adjusting schedules, approving time off and overtime, evaluating employees, conducting interviews and hiring employees, and imposing discipline.” *Id.*, slip op. at 2. The Board acknowledged that while the Employer maintains nationwide tools and policies, the store managers “implement these tools and policies at the local level and make adjustments as needed in real time.” *Id.* The Board determined that given the Employer’s burden of proof, the Employer needed to “provide more than conclusory evidence to establish that store managers have little discretion in personnel matters, especially where there is specific evidence indicating otherwise.” *Id.*
Starbucks Corp.
19-RC-291410 et al.

Other recent decisions involving the Employer have reached the same conclusion with respect to local control. Starbucks Corp., Board Order, 19-RC-287954 (March 22, 2022) (unpublished) (denying the Employer’s request for review and finding that any uniformity was outweighed by the lack of significant interchange and the store manager’s local autonomy over personnel functions); Starbucks Corp., Board Order 10-RC-288098 (March 22, 2022) (unpublished) (denying the Employer’s request for review, finding that the case was not materially distinguishable from Starbucks Corp., 371 NLRB No. 71 (2022)); Starbucks Corp., 2021 WL 5824335 (Dec. 7, 2021) (unpublished) (denying the Employer’s request for review and finding that the Employer failed “to rebut Petitioner’s specific evidence that store managers play a significant role in adjusting schedules, approving time off and overtime, evaluating employees, conducting interviews and hiring employees, and imposing discipline”). See also Starbucks Corp., 22-RC-291263, Decision and Direction of Election (March 29, 2022); Starbucks Corp., 05-RC-289214, Decision and Direction of Election (March 28, 2022); Starbucks Corp., 27-RC-288318, Decision and Direction of Election (March 25, 2022); Starbucks Corp., 19-RC-289815 et al., Decision and Direction of Elections (March 25, 2022); Starbucks Corp., 01-RC-289055 et al., Decision and Direction of Elections (March 25, 2022); Starbucks Corp., 19-RC-288594, Decision and Direction of Election (March 11, 2022); Starbucks Corp., 22-RC-288780, Decision and Direction of Election (March 11, 2022); Starbucks Corp., 01-RC-287618 and 01-RC-287639, Decision and Direction of Elections (March 3, 2022); Starbucks Corp., 28-RC-289033, Decision and Direction of Election (Feb. 18, 2022); and Starbucks Corp., 03-RC-285929, Decision and Direction of Election (Jan. 14, 2022).

I find that this factor fails to support the Employer meeting its burden. As in the Board’s recent Starbucks decisions, the record establishes that the store managers play a significant role in personnel matters regarding the petitioned-for employees.

For hiring, there is no dispute the store managers select an applicant and make the hiring decision for baristas. The Employer argues on brief that the store managers’ discretion is governed by a sophisticated network weaving together corporate level guidance, systems and procedures, and that the store managers’ role in hiring constitutes a mere “ministerial act.” I disagree. While I acknowledge, as the Employer contends, that many aspects of the process may be centralized or shared – corporate level materials direct the interview, other store managers may attend or conduct an interview – the record is clear that store managers make the decision as to which barista to hire. The Employer’s corporate interview process is not a multiple-choice standardized test with an absolute score and pre-determined right or wrong answers, which would remove all discretion from the interviewer. Instead, the interviewing store managers assess the applicant’s responses and make the ultimate determination as to who meets the Employer’s corporate criteria for hire; this goes to the very core of hiring authority and is not merely ministerial. To the extent that store managers must confirm any rehires with the district manager, I do not find this to be determinative, as it appears to be administrative in nature to ensure that the store manager followed the appropriate protocol. The record contains no evidence that the district manager has played any role in hiring at the petitioned-for stores, thus hiring weighs strongly in favor of local authority at the store manager level.
For promotion to the shift supervisor position, the record is clear that two store managers must interview and sign off on a promotion to shift supervisor. The record lacks evidence showing that the district manager has played any role in promotion decisions at the petitioned-for stores. Thus, promotion is likewise strong evidence of local authority at the store manager level.

For scheduling, the record demonstrates the store managers at the petitioned-for stores independently approve leave requests, make modifications to the schedule, cover gaps in the schedule, and approve overtime for any employee based out of their store. While I acknowledge that the Employer’s corporate-level scheduling tool does assist in creating a basic schedule, the store managers’ clear discretion over alterations to the schedule, leave approval, and overtime weighs strongly in favor of local control.

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

The district manager has a role in decisions that obviously impact scheduling, such as hours of operation, but there is no evidence of direct involvement in scheduling. The fact that the district manager must approve any changes to store operations resulting from staffing issues, such as turning off mobile ordering or temporarily altering hours of operation, serves as further example of local control since the store manager first attempts to cover the staffing shortages independently and then determines whether it is necessary to make changes requiring the district manager’s approval. This also weighs in favor of local control.

Disciplinary matters also involve the store managers at the petitioned-for stores exercising local autonomy. A store manager applies the Employer’s rules and guidelines and uses the Employer’s Virtual Coach tool, but the store managers issue low level discipline independently and decide whether to use Virtual Coach in discretionary situations. The Employer contends the Virtual Coach guides store managers’ discretion when counseling employees and that store managers do not independently analyze circumstances and reach conclusions that may differ from others, but this fails to paint a complete picture. The Employer references attendance problems as an example of the Virtual Coach in practice: a store manager inputs information by selecting from the proper menus and answering questions and the Virtual Coach outputs the proper discipline. In easy cases it may be this simple, if an employee does not report for work, for example. However, when the circumstances are more nuanced, for example if an employee is a few minutes late, it is the store manager that decides whether to consult the Virtual Coach at all. The Employer may strive for entirely uniform application of all policies across all stores, but when a store manager must initiate the process, and when the process requires answering questions such as “if the partner arrived late to a scheduled shift, were there any extenuating circumstances?” discretion cannot help but exist. Moreover, the record does not show any involvement by the district manager in discipline at the petitioned-for stores, further weighing against the Employer meeting its burden.
The fact that store managers must bring significant discipline, such as final written warnings or discharges, to the district manager does not undercut the store manager’s well-established discretion set forth above in beginning and executing the disciplinary process. To the contrary, where the store managers possess the authority and discretion to issue lower-level discipline that would place an employee in jeopardy of a final written warning or termination, this underscores the significant role of store managers in discipline for the petitioned-for employees.

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

For training, the store managers also independently decide which employees may serve as a “barista trainer” and which barista trainer performs each new barista training and thus receives the barista trainer bonus. The store managers also create the space in the schedule for this training to occur. Again, the Employer directs the substance of the training via the corporate level tools, but the store managers make the decision regarding who will conduct the training and when it will take place. The district manager is not involved in this process.

The record evidence regarding transfer is mixed, as generally a district manager processes the Transfer Request Form, but the store managers also play a role. I do not find authority regarding transfers to be dispositive in the instant matter.

Assignment and direction of work likewise fail to support the Employer meeting its burden. The Employer argues on brief that Playbuilder dictates real-world, minute-by-minute work assignments to allocate employees’ work according to the basic data input by store managers. While the corporate Playbuilder tool offers standardized guidance on where employees within the store should work for a particular shift, the record is clear that the local play caller decides who works in each role, thus counterbalancing the Employer’s claim of centralized control. The record does not detail the application of Playbuilder at the petitioned-for stores. To the extent the record evidence in *Eugene II* regarding the use of Playbuilder at other stores in District 156 indicates that some stores within the district deviate from the guidance as needed, this further weighs against the Employer meeting its burden.

I agree with the Employer that the record contains evidence of extensive corporate standardization over non-personnel related matters, such as identical or nearly identical store layouts, menus, pricing, merchandising, purchasing, supply chain usage, and central distribution. While the Employer argues that the technological developments driving operational control in its 21st century business model weigh against the single-facility presumption, the existence of these centralized features from the corporate level does not preclude a finding of local autonomy where the store managers retain significant discretion over other aspects of employment, as demonstrated above and as noted by the Board in *Starbucks Corp.*, 371 NLRB No. 71. This standardization also fails to establish any integration with other stores in District 156, as opposed to general similarities with all of the Employer’s other stores, including those in nearby Springfield.
The Employer argues on brief that its business model is a satellite structure by which each store operates in relatively close proximity to one another under the centralized oversight of the district manager. I do not dispute that store managers work together, such as communicating with one another by work chat, sharing inventory, or covering for one another’s absences as proxy store managers, and that the district manager plays a role in overseeing the operation of stores located within District 156. However, as noted above, personnel matters are largely handled independently by store managers.

Contrary to the Employer’s assertion, the record does not demonstrate that employees’ workplace concerns are handled centrally at the district level and above. Instead, the record reveals that employees bring their workplace concerns directly to their store manager, who generally addresses them. While it is true that in certain circumstances a store manager may reach out to corporate Partner Relations or the district manager for guidance, I find that the store managers possess and exercise authority to handle a wide range of employee workplace concerns independently. To the extent that Employer highlights the store manager for Store 3367’s testimony that if he was not available, an employee would call the district manager, this is general and lacks specific instances of having actually occurred, especially given that employees testified that they never raise their concerns with the district manager. Moreover, I do not find the employee testimony from Eugene II relating to complaints to the district manager about the prior store manager’s conduct to warrant a different result, as this was extremely limited and an unusual circumstance prompted by the district manager’s presence in the store due to the investigation into the store manager.

For the reasons stated above, I find that the store managers of Store 17920 and Store 3367 are vested with significant autonomy over daily operations, especially with respect to personnel matters and labor relations at the local level, notwithstanding the existence of centralized policies and procedures. Accordingly, this factor weighs against the Employer overcoming the single-facility presumption.

2. Employee Skills, Functions, and Working Conditions

I find that this factor supports the Employer meeting its burden but conclude that the “uniform skills, functions and working conditions” across District 156 “are outweighed by other factors, most significantly the lack of significant interchange and the Store Managers’ local autonomy over personnel functions.” Starbucks Corp., 371 NLRB slip op. at 2. See also Starbucks Corp., Board Order, 19-RC-287954 (March 22, 2022).

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

Wages and benefits are established at the corporate level and are identical for all employees at issue in District 156, and I recognize, as the Employer notes, that store managers possess and exercise no control over wages or benefits. The same work rules and policies apply to all U.S. stores, albeit with minor variation in their application at the store level. The Board has long held that while the standardization of centrally established benefits is of some significance, it should
not overshadow other important factors where the uniformity is not greater than is characteristic of retail chain store operations generally. *Haag Drug Co.*, 169 NLRB 877 (1968).

Each of the petitioned-for stores has different layouts, services offered, equipment used, and clientele served. The Board recently found differences in the Employer’s store layouts, such as the existence of a drive-thru, do not constitute a meaningful difference in working conditions. *Starbucks Corp.*, 371 NLRB No. 71, slip op. at 2. Following the Board’s rationale, I likewise conclude, contrary to Petitioner, that store differences such as drive-thru, delivery, or small variations in equipment do not constitute meaningful differences in working conditions. Clientele has a greater influence on the petitioned-for employees, most notably in their tips, which vary by store. But I conclude that these differences do not counterbalance the other similarities in wages and working conditions.

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

### 3. Interchange

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

In *Starbucks Corp.*, 371 NLRB No. 71 (2022), a recent case involving another location of the Employer, the Board addressed interchange between the location sought by petitioner and the other stores in the Employer’s administrative district. The Board agreed with the Regional Director that the data provided by the Employer was “insufficient to rebut the presumption in favor of a single-store unit.” *Id.*, slip op. at 1. The Board recognized that statistics on interchange “must be assessed in the context of the relevant legal test, where the key question is the nature and degree
of interchange and its significance in the context of collective bargaining.” *Id.* The Board underscored that “although frequent and regular interchange supports finding a community of interest, it is well established that infrequent, limited, and one-way interchange do not require finding a shared community of interest.” *Id.* (citing, e.g., *Casino Aztar*, 349 NLRB 603, 605 (2007); *MGM Mirage*, 338 NLRB 529, 533-534 (2002); *Foreman & Clark*, 97 NLRB 1080, 1080 (1952)). In examining the data presented by the Employer purportedly showing that over 50 percent of the petitioned-for employees worked at two or more stores in the time period in question, the Board noted that the number did not reflect how often the petitioned-for employees worked at other locations or how often “borrowed” employees worked at the petitioned-for store. *Id.* The Board highlighted that, by contrast, the petitioner had cited to data reflecting that during the recent fiscal year fewer than 2 percent of shifts at the petitioned-for store were worked by borrowed partners. The Board determined that “the available statistics do not establish that the petitioned-for employees regularly or frequently interchange with employees” in the district “and instead indicate that any interchange is limited and infrequent.” *Id.* The Board further noted that the record failed to establish frequent contact between the petitioned-for employees and employees from other stores within the same district. *Id.* The Board thus reasoned that “this limited evidence of interchange and contact also reflects that employees at [the petitioned-for store] can operate with relative independence” and that, as such, “the nature and degree of interchange does not favor rebutting the single-store presumption because it does not negate the separate community of interest the [petitioned-for] employees are presumed to share.” *Id.* See also *Starbucks Corp.*, Board Order, 19-RC-287954, n.1 (March 22, 2022) (unpublished) (Board noted that “the statistics provided by the Employer here have the same shortcomings that we identified in *Starbucks Mesa*: they fail to establish regular interchange, and demonstrate instead that interchange between the petitioned-for employees and other employees in [the district at issue] is limited and infrequent”); *Starbucks Corp.*, Board Order, 10-RC-288098, n.1 (March 23, 2022) (unpublished) (Board found that “even taking the Employer’s data and expert testimony at face value, the evidence of interchange here is insufficient to rebut the single facility presumption”).

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

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

In the absence of a shift-level analysis for Store 17920 and Store 3367 from the Employer, I rely on Petitioner’s data demonstrating that within the last year, borrowed partners constituted about 1.9 percent of the total shifts worked at each of the petitioned-for stores, which is even less than the amount found to be insufficient by the Board in *Starbucks Corp.*, 371 NLRB No. 71, slip op. 1. This low level of interchange renders the cases cited by the Employer distinguishable, as they either involved a higher degree of interchange than that present here or those cases reflect other factors not present here that favored rebutting the single-facility presumption. *Starbucks*, 371 NLRB No. 71, fn.6 (citing *Budget Rent A Car Sys., Inc.*, 337 NLRB 884, 884-885 (2002);
On brief, the Employer claims that in *Eugene I*, I applied an unduly restrictive analysis and faulted the Employer for not presenting more particular evidence, such as number of hours, shifts, or borrowed partners each day, and that employee interchange is so common and regular that it would not occasion more detail or costly record keeping. However, the Board has specifically found to the contrary, noting that interchange is viewed in terms of frequency, such as total number of shifts, and that the Employer’s lack of specificity failed to meet its burden. *Starbucks Corp.*, 371 NLRB No. 71, slip op. 1.

I also disagree with the Employer’s arguments that the analysis presented by its expert witness allows it to overcome the single-facility presumption and to demonstrate that the petitioned-for stores are so substantially integrated into District 156 as to lose their separate identities. For example, according to the Employer’s analysis and argument, 40 percent of employees who worked in District 156 worked at two or more stores within the district and that the stores in District 156 used a borrowed partner approximately 1 out of every 4 or 5 days. This simply fails to paint a complete picture of the frequency and nature of temporary interchange, as detailed below.

First, these numbers presented by the Employer do not reflect how often the petitioned-for employees worked at other locations or how often borrowed employees worked at the petitioned-for stores. For example, in examining an assertion that about 75 percent of employees who worked at Store 17920 worked in more than one store within District 156, an employee counted as part of that 75 percent could have worked either a single shift at another store or hundreds or thousands of hours outside of their home store, without any meaningful distinction in the resulting analysis; this framework does not allow me to gauge the percentage of employees’ shifts or the total amount of hours worked at Store 17920. Likewise, for the estimated 1 out of every 4 or 5 days on which stores in District 156 utilized a borrowed partner, that day could include any number of employees, and does not reflect whether 1 or 15 borrowed partners worked on a particular day. These comparisons are so distorted as to undermine the Employer’s arguments, and I find it runs counter to the Board’s directive to consider temporary interchange not in the abstract, but as a function of total hours or shifts.

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

The Employer’s maps demonstrating the use of borrowed partners within the district further undercut its arguments regarding interchange. The maps admit lack of temporary transfers between Coos Bay Store 60983 and the other stores in Eugene and Junction City that fall under District 156. Moreover, as with the other analyses of interchange, the arrows between stores, even when shown with different thicknesses, do not reveal the specific amount of interchange as a function of shifts or hours worked. This weighs against the Employer meeting its burden.

The Employer contends on brief that I have “lost the forest for the trees” by failing to analyze the fact that employees can “plug and play” to move from one store to another, which, per the Employer, demonstrates a maintained degree of fluidity and functional integration. Contrary to the Employer’s argument, I acknowledge that the Employer’s largely standardized stores allow employees to move more easily between locations, even if many choose not to do so, and that a certain amount of temporary exchange exists. However, the Employer’s argument is misplaced in that it ignores the clearly stated standard by the Board, which examines the nature and degree of interchange, such as in terms of shifts or hours worked, and does not merely inquire as to whether interchange is feasible or easy. When looking at the applicable standard for interchange, instead of using the lens the Employer wishes for me to apply, I find that the Employer has failed to meet its burden.

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

In sum, while I acknowledge that many baristas and shift supervisors in District 156 work outside of their home store, the nature and degree of interchange present in the instant case does not favor rebutting the single-facility presumption since “it does not negate the separate community of interest” that employees at Store 17920 and Store 3367 are each presumed to share. Starbucks Corp., 371 NLRB No. 71, slip op. at 1-2.

4. Distance Between Locations

The Board has found varying distances to weigh in favor or against rebutting a single-facility presumption, depending largely on what other factors are present. See, e.g., Allways East Transp., Inc., 365 NLRB No. 71 (2017) (finding 54 miles to be geographically distant); Exemplar, Inc., 363 NLRB No. 157, slip op. at 6 (2016) (distance of 2.1 miles between two locations in densely populated San Francisco not significant and favored a shared community of interest); Kroger Limited Partnership, 348 NLRB 1200 (2006) (Board found, in disagreement with the Regional Director, that distances ranging from 8 miles to 13 or 14 miles did not favor a multilocation unit and ultimately determined that employer did not rebut the single-facility presumption); Bashas’, Inc., 337 NLRB 710, 711 (2002) (facilities within a 30-mile area, but located within the same county, failed to establish geographic proximity); Waste Management of
Washington, Inc., 331 NLRB 309 (2000) (employer rebutted single-facility presumption despite a 42-mile distance between the two facilities); New Britain Transportation Co., 330 NLRB 397 (1999) (finding that geographic separation of 6 to 12 miles between facilities, while not determinative, gain significance where other factors support the single-facility unit).

Distance weighs against the Employer meeting its burden.

Significantly, Coos Bay Store 60983 is located about 110 miles from the petitioned-for stores in Eugene, well beyond the distances the Board has found to overcome the single-facility presumption. While I acknowledge, as the Employer argues, that in some cases the Board has found that other factors outweighed significant distance to support overcoming the single-facility presumption, the same is not true here, where I have found that most other factors fail to support the Employer meeting its burden.

Junction City Store 22349 is located approximately 15 miles from the petitioned-for stores, which the Employer argues is merely a 21-minute drive and unlike driving from Seattle out to the Seattle suburbs. However, the Board has long found similar distances to weigh against overcoming the single-facility presumption. See, e.g., Starbucks Corp., 371 NLRB No. 71, slip op. at 2, 12 (agreeing with the Regional Director that the geographic proximity of the petitioned-for store located less than 12 miles from most other district stores but more than 12 miles from the furthest store in the district was insufficient to rebut the single-facility presumption); Kroger Limited Partnership, 348 NLRB 1200 (2006).

While I agree with the Employer that the remaining stores in Eugene, including the petitioned-for stores, are located under 6 miles from one another, which is relatively close in physical proximity, I cannot examine these select stores from District 156 in a vacuum. Instead, when examined collectively as part of District 156, the grouping of stores the Employer contends is appropriate herein, the distances clearly fail to support overcoming the single-facility presumption.

5. Bargaining History

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

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

III. CONCLUSION

For the reasons stated, and considering the record evidence, I find that the petitioned-for units consisting of baristas and shift supervisors at Store 17920 and Store 3367 each constitute an appropriate, single-facility unit. Present here are a degree of local autonomy and minimal temporary interchange that make the petitioned-for single-facility bargaining units appropriate.

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

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

2. The Employer is an employer as defined in Section 2(2) of the Act and is engaged in commerce within the meaning of Sections 2(6) and (7) of the Act, and it will effectuate the purposes of the Act to assert jurisdiction herein.

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

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

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

Case 19-RC-291410

INCLUDED: All full-time and regular part-time baristas and shift supervisors employed by the Employer at its Store #17920 located at 3110 W. 11th Avenue, Eugene, Oregon.

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

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9 No determination has been made regarding the eligibility of Assistant Store Managers as the evidence demonstrates none are employed at the petitioned-for stores and there are no demonstrated plans to hire any. As such, it is not appropriate to include this classification in the petitioned-for unit or as a challenge.

10 The Employer, Starbucks Corporation, a Washington corporation with headquarters located in Seattle, Washington, and facilities located throughout the United States, including facilities located at (a) 3110 W. 11th Avenue, Eugene, Oregon; and (b) 1115 Valley River Drive, Eugene, Oregon, is engaged in the retail operation of coffee shops throughout the United States. During the preceding twelve months, the Employer grossed revenue in excess of $500,000 and purchased and received goods and services in excess of $50,000 at its Eugene, Oregon facilities directly from suppliers located outside the State of Oregon.
There are approximately 27 employees in the unit found to be appropriate at Store 17920.

**Case 19-RC-291441**

**INCLUDED:** All full-time and regular part-time baristas and shift supervisors employed by the Employer at its Store #3367 located at 1115 Valley River Drive, Eugene, Oregon.

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

There are approximately 28 employees in the unit found to be appropriate at Store 3367.

**IV. DIRECTION OF ELECTIONS**

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**

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

The mail ballots will be mailed to employees employed in the appropriate collective-bargaining units by a designated official of the National Labor Relations Board, Subregion 36, 1220 SW 3rd Avenue, Suite 605, Portland, OR 97204 on **Thursday, April 14, 2022, at 4:30 p.m.** Voters must sign the outside of the envelope in which the ballot is returned. Any ballot received in an envelope that is not signed will be automatically void.

Those employees who believe that they are eligible to vote and did not receive a ballot in the mail by Thursday, April 21, 2022, should communicate immediately with the National Labor Relations Board by either calling the Subregion 36 office at 503-326-3085 or our national toll-free line at 1-866-762-NLRB (1-866-762-6572).

Voters must return their mail ballots so that they will be received in the National Labor Relations Board, Subregion 36 office by **3:00 p.m. on Thursday, May 5, 2022.** The mail ballots will be comingled and counted by an agent of Subregion 36 of the National Labor Relations Board on **Thursday, May 5, 2022, at 3:00 p.m.** with participants being present via electronic means. No party may make a video or audio recording or save any image of the ballot count. If, at a later date, it is determined that a ballot count can be safely held in the Subregion 36 office, the Region will inform the parties with sufficient notice so that they may attend.

**B. Voting Eligibility**

Eligible to vote are those in the units who were employed during the payroll period ending Sunday, March 27, 2022, including employees who did not work during that period because they

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\(^{11}\) The parties stipulated to a mail ballot election.
were ill, on vacation, or temporarily laid off. In a mail ballot election, employees are eligible to vote if they are in the unit on both the payroll period ending date and on the date they mail in their ballots to the Board’s designated office.

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

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

C. Voter 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 a list of the full names, work locations, shifts, job classifications, and contact information (including home addresses, available personal email addresses, and available home and personal cell telephone numbers) of all eligible voters. A separate Voter List must be provided for each case number and location.

To be timely filed and served, the lists must be received by the regional director and the parties by Tuesday, April 5, 2022. The lists must be accompanied by a certificate of service showing service on all parties.12 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 lists is provided on the NLRB website at www.nlrb.gov/what-we-do/conduct-elections/representation-case-rules-effective-april-14-2015.

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

12 Petitioner waived the 10 day voter eligibility list requirement.
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 Notices of Election

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

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

V. RIGHT TO REQUEST REVIEW

Pursuant to Section 102.67 of the Board’s Rules and Regulations, a request for review may be filed with the Board at any time following the issuance of this Decision until 10 business days after a final disposition of the proceeding by the Regional Director. Accordingly, a party is not precluded from filing a request for review of this decision after the election on the grounds that it did not file a request for review of this decision prior to the election. The request for review must conform to the requirements of Section 102.67 of the Board’s Rules and Regulations.

A request for review must be E-Filed through the Agency’s website and may not be filed by facsimile. To E-File the request for review, go to www.nlrb.gov, 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.
Starbucks Corp.
19-RC-291410 et al.

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

Dated at Seattle, Washington, this 1st of April, 2022.

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