Starbucks Corporation (“Employer” or “Starbucks”) is a company headquartered in Seattle, Washington that operates a chain of coffee shops with locations throughout the United States and the world. On January 19, 2022, Workers United (“Petitioner”) filed a representation petition with the National Labor Relations Board (“Board”) under Section 9(c) of the National Labor Relations Act (“Act”). Petitioner seeks a single-facility election that includes all full-time and regular part-time baristas, shift supervisors, and assistant store managers, performing work at the Employer’s Store #8345 located at 3388 Poplar Ave., Memphis, Tennessee (“Store #8345” or “Popular and Highland store”), excluding store managers, office clericals, guards and supervisors as defined by the Act.1 There are approximately 20 employees in the petitioned-for single unit.

The Employer contends that the petitioned-for, single-facility unit is inappropriate. Rather, the Employer maintains that an appropriate unit must include all eleven facilities in District 924 located in and around Memphis, Tennessee (“11 Employer-sought facilities”), including the petitioned-for facility.2 There are approximately 292 employees in the 11 Employer-sought facilities.

On February 10, 2022, a hearing officer for the Board conducted a hearing by videoconference, during which the parties were invited to present their positions and supporting

---

1 The parties stipulate that Store #8345 currently does not employee any assistant store managers, but one assistant store manager is currently employed in the Employer’s proposed multi-facility unit in District 924. The parties stipulate that the assistant store manager will be allowed to vote subject to challenge. The parties further stipulate that any appropriate bargaining unit should also exclude professional employees. Board Ex. 2.

2 The parties stipulate that the 11 stores in District 924 are: Store #8297, 1850 Union Avenue, Memphis, TN 38104; Store #10791, 1181 N. Houston Levee Road, Cordova, TN 38018; Store #11555, 970 N. Germantown, Cordova, TN 38018; Store #11770, 1615 Sycamore View, Memphis, TN 38134; Store #22992, 1645 N. Germantown Pkwy, Cordova, TN 38016; Store #53815, 1420 Union Ave., Memphis, TN 38104; Store #27626, 1264 S. Germantown Road, Germantown, TN 38138; Store #8360, 5048 Poplar Ave, Memphis, TN 38117; Store #13547, 5679 Poplar Ave. 103, Memphis, TN 38119; Store #8345, 3388 Poplar Ave., Memphis, TN 38111; and Store #8423, 6165 Poplar Ave., Memphis, TN 38119.
evidence. Thereafter, the parties submitted post-hearing briefs. I have duly considered all testimony, evidence, and arguments.

Based on the entire record and consistent with Board law, I find that the Employer has not sustained its burden of demonstrating that the petitioned-for unit must include all 11 Employer-sought facilities. I find that the petitioned-for single unit is an appropriate unit for collective bargaining purposes, and I am directing an election for this unit. There are approximately 20 employees in this appropriate unit. The parties stipulated that any election that takes place will be conducted by mail ballot. Therefore, I find that a prompt mail ballot election is appropriate.

I. ISSUES AND POSITION OF THE PARTIES

The only issue before me is whether the petitioned-for single store unit limited to Store #8345 is an appropriate unit for bargaining, or whether the appropriate unit must include all 11 Employer-sought facilities in District 924. The Employer asserts that the only appropriate unit is a multi-facility unit that includes the 11 Employer-sought facilities located in District 924 in and around the Memphis area. The Employer emphasizes the company’s detailed and centralized operational protocols, which it contends demonstrate functional integration, eliminate distinctions between stores, and facilitate regular and frequent interchange of employees. With respect to interchange, the Employer argues that only three decision and directions of elections have been issued, and each decision found a single-store unit appropriate for reasons distinguishable from the case here. The Employer contends that “[n]o decision has squarely addressed the level of interchange necessary to warrant a multi-store unit.” The Employer further argues that the

3 The Employer did not present any witnesses at the hearing but relied on witness testimony provided in prior Starbucks hearings referenced in Board Ex. 2.

4 Though not specifically cited, I note that the Employer is referring to the three decisions in Case Nos. 03-RC-282115, 03-RC-282127, and 03-RC-282139 (Buffalo 1); 03-RC-285929, 03-RC-285986, and 03-RC-285989 (Buffalo 2); and 28-RC-286556 (Mesa). On December 7, 2021, the Board denied review of Buffalo 1, stating that the DDE had correctly applied the standard that an employer bears a “heavy burden” in overcoming the single-facility presumption and “must demonstrate integration so substantial as to negate the separate identity” of the single store units. Starbucks Corp. (Buffalo 1), 03-RC-282115, et al., n. 2. (Dec. 7, 2021) (unpublished). In that regard, the Board rejected Starbucks suggestion that a community of interest between petitioned-for employees and excluded employees rebuts the single-facility unit presumption. Id. The Board also found that Starbucks had failed to overcome the Union’s “specific evidence” of store managers’ involvement in such matters as hiring and firing, resolving daily grievances and routine problems, adjusting schedules, approving time off and overtime, evaluating employees, and imposing discipline. Id. (citing Haag Drug Co., 169 NLRB 877, 878 (1968)). The Board further agreed that “the remaining factors under the Board’s single-facility test—similarity of employee skills, functions, and working conditions; geographic proximity; and bargaining history—are not sufficient to rebut the single-facility presumption, especially given the lack of centralized control and interchange.” On February 23, 2022, the Board denied the Employer’s request for review in Starbucks (Mesa) affirming that the Employer failed to meet “its heavy burden to overcome the presumption that the petitioned-for single store unit is appropriate; the mere fact that the petitioned-for employees may share some community of interest with excluded employees does not serve to rebut the presumption.” Starbucks Corp (Mesa), 371 NLRB No. 71 (February 23, 2022), slip op at 1; see also Starbucks Corp. (Buffalo 2), 03-RC-285929, et al., (March 7, 2022) (unpublished) (denying the Employer’s request for review as the case is not materially distinguishable from Starbucks Corp. (Mesa), 371 NLRB. No. 71 (2022).
Petitioner’s request to hold an election in a single store bargaining unit violates Section 9(c)(5) of the Act.

The Petitioner argues that the Employer has failed to rebut the strong presumption that a single-facility petitioned-for unit is an appropriate unit. The Petitioner asserts that the record evidence shows that the store manager for Store #8345 has significant autonomy and exercises meaningful control over labor relations and store operations, despite the existence of Starbucks centralized policies and procedures. Specifically, the store manager has the discretion to interview and hire, discipline, train, provide orientation, promote, approve or deny time-off requests, and schedule employees without significant oversight from district management. The Petitioner further asserts that the Employer’s evidence fails to establish regular employee interchange at Store #8345 to rebut the single-facility presumption.

Contrary to the Employer’s assertion, numerous other decisions involving the Employer have reached the same conclusion with respect to the appropriateness of a single-store unit. Starbucks Corp. (Boston), Board Order, 01-RC-287618 and 01-RC-287639 (April 6, 2022) (unpublished) (denying the Employer’s request for review, finding the Employer failed to overcome its heavy burden in rebutting the single-store unit presumption); Starbucks Corp. (Eugene), 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. (Knoxville), 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. (Mesa), 371 NLRB No. 71 (2022); See also Starbucks Corp., 10-RC-289571, Decision and Direction of Election (April 8, 2022); 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., Decision and Directly of Election (March 25, 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 Election (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., 10-RC-288098, Decision and Direction of Election (Feb. 24, 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).

As discussed below and in the Board’s recent Starbucks decisions, I find that the Employer has failed to rebut the single-store presumption and direction of an election in a single store does not give controlling weight to the extent of organization in violation of Section 9(c)(5) of the Act.

II. RECORD EVIDENCE

5 In Board Exhibit 2, the parties stipulate witness testimony and exhibits from Case Nos. 03-RC-282115, 03-RC-28217, and 03-RC-282139 (Buffalo 1); 28-RC-286556 (Mesa I); 10-RC-288098 (Knoxville); and 28-RC-289033 (Mesa II) are incorporated by reference into the record. For clarification, the parties’ stipulation only refers to those transcript pages and exhibits specifically referenced in Attachment 1 to Board Ex. 2 to be considered part of the record.
A. Overview of the Employer’s Operations

The Employer is a multinational corporation that owns and operates an international chain of coffee shops, including nearly 9,000 stores in the United States. The Employer organizes its North America retail operations into 12 regions, divided into areas, regions, and districts. The petitioned-for unit Store #8345 is in District 924. District 924 is part of the Midwest Region, Region 16 in Area 96. The petitioned-for unit Store #8345 is located in Memphis, Tennessee, and the additional 10 Employer-sought facilities are located in and around the Memphis area, including Cordova and Germantown.

A store manager (SM) heads each individual store and reports to a district manager. Some stores have an assistant store manager (ASM). Here, there is no ASM employed at the petitioned-for unit store #8345 and one ASM works at one of the 11 Employer-sought facilities. Each store has shift Supervisors and baristas comprising the workforce. Elizabeth Paige has been the store manager for Store #8345 since November 2021. Prior to SM Paige, Amy Holden was the store manager for about six months from July 2021 through November 2021. The store manager reports to District Manager (DM) Cedric Morton, who has held this position since September 2021. Prior to DM Morton, District Manager Marlena Rodriguez oversaw District 924 during SM Holden’s employment at Store #8345.

There are 20 employees at the store in the petitioned-for unit. The 11 stores in District 924 (including Store #8345) employ approximately 292 employees. The record is absent regarding the layout of each of the 11 Employer-sought stores in District 924. The 11 Employer sought facilities range from three to fifteen miles from the petitioned-for unit store.

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

The Employer did not provide any witness testimony during the hearing. Instead, the parties stipulated that the testimony of the following witnesses provided in Starbucks (Buffalo 1) is incorporated by reference into the record: SVP of Operation Services and Siren Retail Shannon Garcia, Partner Resource Manager Emily Filc, Director of Operations Services Chris Flett, Senior Manager of Partner Relations Chris Fugarino, Program Manager in Ops Technology Amy Rotter, and Decision Scientist Eli Hanna.

6 Tennessee is part of Region 16, the Midwest Region, managed by Regional Vice President Brett Battes.

7 Witness testimony identified an assistant store manager named Mia Poindexter sitting in on hiring interviews with SM Paige. However, there is no record evidence that ASM Poindexter is assigned to Store #8345.

8 The parties refer to Starbucks employees as “partners,” consistent with the Employer’s internal terminology. I will use the term “employee” throughout this decision to maintain consistency with the statutory definitions of the Act and the language of Board precedent.

9 The record is absent detailing the management structure at Store #8345 before SM Holden or the tenure of DM Rodriguez overseeing District 924.
The parties stipulated that the testimony of Regional Vice President of the Western Mountain Region Andrea Streedain, Store Development Director Karen Gleason Parrott, Director of Operations Services Chris Flett, Partner Resource Manager Kiera Bailey, and Dr. Abby Clay Turner provided in Starbucks (Mesa I) is incorporated by reference into the record.

The parties stipulated that testimony from Regional Director Klint Arnold, District Manager Todd Roderick, and Dr. Abby Clay Turner from Starbucks (Knoxville) is incorporated by reference into the record. Lastly, the parties stipulated that the testimony of Senior Partner Relations Manager Steve Fox provided in Starbucks (Mesa II) is incorporated by reference into the record.

Consistency is a touchstone for the Employer and is sustained by a host of nationwide policies and procedures. All stores are subject to detailed operational plans that aim to ensure a consistent customer experience across locations, down to such granular details as the placement of food in display cases and the use of Siren’s Eye, a visual merchandising tool that shows how products should look at each store for every promotion used nationwide. Decisions about store design, equipment placement, marketing and promotions, store budgets, hours of operation, and contracts with vendors and contractors are made at the district level or above.

The Employer maintains various technologies to assist with supply orders, scheduling, and consistency in stores’ application of human resources policies. On a daily or weekly basis, store managers, assistant store managers, and shift supervisors order and receive food products, merchandise, and supplies using the Employer’s nationwide inventory management system (IMS). IMS is also used to transfer supplies and products between stores. There is no evidence that store managers play any role in distribution routes or decisions. If a store runs out of an item before the next delivery, the only option is to have the out-of-stock item picked up from another store, usually the closest in proximity, resulting in a transfer in the IMS. The Employer asserts that any employee (and not just managers) can pick up out-of-stock items, in which case hourly employees are paid for their mileage. The record reflects that district and store managers in other regions have served as couriers in this situation. However, there is no record evidence of any employee at Store #8345 (or any employee within District 924) serving as couriers for out-of-stock products.

A store’s projected needs are calculated by the operations services team on a quarterly basis using the Employer’s “Par Builder” (Par) tool. The Par tool contains, receives, and uses data regarding the amount of product that a store needs based on orders, sales history, forecast, and sales trends. This data is then used to set a store’s par, which is the anticipated amount of food product and supplies that a store needs per order. Unlike the food ordering system, some systems like Par are not fully automated, and store managers still need to input information into the system related to the specific store. Store managers can and do revise these suggested quantities. For example, when placing an order, a store manager will review the suggested order quantity (SOQ) provided

---

10 The cited transcript pages incorrectly labeled part of Kiera Bailey’s testimony as Dr. Abby Turner and incorrectly attributes testimony from other witnesses as Kiera Bailey.

11 In the Decision and Direction of Election in 28-RC-289033 (Mesa II) (February 18, 2022), I note the Regional Director’s determination that even though the testimony provided by the Employer’s witnesses (including Steve Fox) demonstrates the Employer’s single core model for its stores, districts and geographical pods, such evidence of near uniformity in store operations was insufficient to provide a basis for rebutting the single-facility unit presumption.
by the inventory management system and either accept the order or modify the order if they feel the SOQ is incorrect. SOQ’s are calculated based on the store’s sales history and the store’s Par, but do not represent strict requirements that must be followed by store managers. Store managers may use the SOQ’s to guide their discretion in ordering product, but store managers may also ignore the SOQ’s and use their discretion, experience, and observations to order product and supplies.\(^{12}\) SM Holden testified that at Store #8345, she manually adjusted the items and quantities based on special events or featured drinks.

The procedure for requesting store maintenance is centralized and the same for all stores. The store manager or shift supervisor are responsible for requesting maintenance by calling a central phone line which connects to the Employer’s Facilities Center (FCC). They are responsible to log all damaged and defective equipment and requests for maintenance into a “daily records book” kept in each store. All employees (management and non-management) have access to central phone lines to contact a multitude of other support departments related to personnel/payroll, emergency/security, and store operations. Frequently used contacts include the Customer Contact Center (for employees to provide customer-related issues), Partner Contact Center (regarding pay issues, employee complaints and questions), Partner Relations Support Center (regarding general HR issues), and Logistic Services (regarding product order and deliveries). A “Helpline and Email Reference Guide” of all central phone numbers and email addresses is ordinarily kept in the daily records book of each store.

District managers generally hold partner planning meetings once a month with all the store managers in their district to discuss staffing needs and hold weekly virtual meetings with the separate store managers and assistant store managers in their district. District managers are expected to spend 60-70% of their time in the stores. However, there is no record evidence regarding the frequency of visits or oversight by DM Morton or DM Rodriquez for the stores in District 924. There is also no record evidence regarding the amount of contact either district manager has with employees at Store #8345. In addition, the record reflects that COVID-19 affected the frequency of visits to prevent district managers from being the source of a super spreader.

District managers are responsible for setting the hours for the stores in their district. The Employer’s “Partner Hours” tool helps forecast customer demand on a store-by-store basis to determine each stores scheduling and hiring needs. District managers are responsible for hiring store managers, and for hiring and promoting assistant store managers. Store managers have no role in determining where a newly promoted assistant store manager will be placed.

Store managers are responsible for hiring and staffing decisions at Store #8345. SM Holden testified that she hired five to six employees for Store #8345 without consulting her district manager. Store managers have the discretion to select the candidates, handle the interview, evaluate

---

\(^{12}\) The parties stipulate that the testimony of Regional Director Arnold from the Knoxville hearing is incorporated by referenced into the record through Board Ex. 2. RD Arnold confirmed that anyone placing an order in Par could change the order amount and not order what was recommended on Par.
the candidates’ merit, and directly hire candidates.\textsuperscript{13} Store managers also have the discretion to promote baristas to barista trainer and shift supervisor positions.\textsuperscript{14} District manages are not involved in interviewing or hiring of baristas or shift supervisors.

All job applications for baristas and shift supervisors must be placed online at the Employer’s career website; walk-in applications are not accepted.\textsuperscript{15} All applicants must complete the pre-screening questionnaire. The application is tracked through the Employer’s online hiring platform called Taleo. Applicants must pick a store location, but one applicant can apply for multiple positions. Applicants are hired to work in a specific store, known as their “home” or “assigned” store. If an applicant is not hired within seven days of applying, the application is released into a pool in Taleo allowing every store manager within the district to access the application. The store manager also has the discretion to release an applicant into the pool before the seven days. Uniform offer letters are provided to all successful applicants, and employment is contingent upon completion of a standard background check by the Employer.

In addition to hiring, store managers are responsible for creating the work schedules for the employees at their store. The Employer uses a Partner Planning tool called Partner Hours, which uses demand forecasts and information about employee availability to generate store schedules. Employees must indicate their availability to work on a standard Partner Availability Form. Store managers input the information into the scheduling system. Employees can modify the forms as needed. The Partner Planning tool then generates a proposed schedule based on these availabilities and forecasted demand. Weekly work schedules are generated three weeks in advance and posted weekly. At Store #8345, the store managers posted the schedule every Monday at 5:00 p.m. for the next three work weeks. While the goal for all stores is to follow the weekly automated schedule, store managers regularly make changes to the schedule as needed.\textsuperscript{16} Store employees direct all scheduling issues (i.e., swapping shifts with co-workers in their store, time off request, etc.) to their store manager who is authorized to make changes and grant time off requests. Employees must submit time off requests three weeks in advance. Unexpected time off requests are subject to the

\textsuperscript{13} RD Arnold testified that the store manager decides whom to interview and whether to hire an applicant, and these decisions do not require approval from the district manager.

\textsuperscript{14} SM Holden testified that she did not promote any baristas to barista trainer at Store #8345, but she did promote baristas at other Starbucks stores where she previously worked as a store manager. At Store #8345, SM Holden promoted two baristas to shift supervisors, but the candidates were interviewed by another store manager to ensure fairness in the process; the other store manager made a recommendation to SM Holden. SM Holden collaborated with the other store manager to make the decision. Regardless of the collaboration, I find that store managers have the authority to promote baristas to shift supervisors. RD Arnold testified that store managers decide if a barista gets a promotion to shift supervisor based on interviews store managers conduct in-store and are not required to get the approval from a district manager before making this decision. Here, there is no evidence that a district manager was involved in any promotions to shift supervisors.

\textsuperscript{15} There is no evidence of any hiring fairs being conducted in District 924.

\textsuperscript{16} Store managers also make handwritten changes to time-keeping records in the Daily Records Book and review payroll records to ensure accuracy, especially when the store’s iPad is not functioning, and employees cannot manually clock-in and clock-out using the iPad. SM Holden testified that she is the only one with access to manually enter work hours, and she can approve or deny those hours.
store manager’s discretion based on the staffing needs of the store. There is no evidence that store managers in District 924 are required to consult with DM Morton or DM Rodriquez before approving schedule changes or time off requests. In fact, SM Holden confirmed that at Store #8345, she approved (or denied) time off requests and created the schedules based on the needs of the store.17

Store managers, assistant store managers, and shift supervisors are known as Key Holders who have access to the Employer’s “Play Builder” tool, which is used to project in-store workflow, product needs, and employee tasks and assignments. The Play Builder app calculates how many employees should be assigned to various stations (beverage bar, cash register, etc.) during a shift based upon the product mix and time of day and determines what tasks those employees should perform. The “Play Caller” (a Key Holder) can then assign individual employees to the different positions. The Employer asserts that Play Builder removes discretion and judgement from the local store manager in assigning work and employee tasks. However, there is no record evidence that any Key Holder utilizes the app on a regular basis at Store #8345 to make work assignments, or that the app is anything more than mere suggestions. There is no evidence in the record to suggest that a store manager, assistant store manager, or shift supervisor has been disciplined for failing to use the Play Builder tool, or for choosing to ignore the tool’s suggestions. In fact, RD Arnold confirmed that “in reality, the answers don’t change much over time” in Play Builder, so “there may be a shift supervisor who doesn’t open up the iPad every single time to look at it.”

All employees in District 924 (and nationwide) are subject to the same policies, procedures, rules and regulations found in the “Partner Guide,” commonly referred to as an employee handbook. Employees can access the Partner Guide and other uniform personnel information on the Employer’s centralized website called the “Partner Hub.” The Employer’s Partner Guide specifies that the store manager is “ultimately in charge of all store operations and directs the work” of employees and “is responsible for personnel decisions, scheduling, payroll and fiscal decisions.” The Partner Guide instructs employees to approach store managers with questions, concerns, conflicts or problems of any kind.18

The Employer’s nationwide disciplinary system includes documented coachings, written warnings, and final corrective actions. Store managers receive training to use the “Virtual Coach,” which offers guidance on administering discipline to store employees. Store managers have the discretion to issue lower-level discipline to store employees without involvement or approval from district managers. The record evidence shows that SM Holden issued five or six written disciplines to employees at Store #8345 without approval from the district manager; disciplinary actions involved dress code violations or tardiness. SM Holden would only involve a district manager for higher level discipline, such as sexual harassment allegations or terminations that needed a witness. Although SM Holden has used the Virtual Coach, she was not required to follow it or was ever informed that failure to follow the Virtual Coach would result in disciplinary actions.

17 The record reflects that the store manager at Store #8345 only contacted the district manager for approval if the schedule required additional labor hours.

18 There is no record evidence whether store managers at Store #8345 adjusted grievances for employees.
In addition to discipline, store managers determine whether employees can transfer out of their home store or accept a transfer from another store. SM Holden testified that once an employee submits a transfer request, the store manager has 90 days to either approve or deny the transfer request. If the transfer employee’s “home” store manager has staffing issues, the store manager could deny the transfer request. According to SM Holden, district managers are not involved in transfer requests unless the transfer involved an employee from another state or region.

C. Employee Skills, Functions, and Working Conditions

Baristas and shift supervisors in the 11 Employer sought facilities within District 924 use the same skills and perform the same functions. As part of the Employer’s effort to standardize the customer experience, the Employer developed written work rules and routines for preparing and serving food and drink items. In addition to standardized routines, the Employer developed 24 hours of standardized training for new employees. An employee’s initial training (“First Sip”) is conducted by the store manager, and a barista trainer conducts the remainder. The Employer also has centralized training for employees promoted to barista trainer and shift supervisor.

Wages and benefits are determined by the Employer at the corporate level, with benefits consistent across the U.S. with a set increase every year. As noted above, store managers may promote baristas to the position of shift supervisor, thereby issuing pay raises to employees, without requiring outside approval. Store managers may also promote employees to barista trainers, thereby granting them an additional monetary reward after each training session. Store managers cannot change an employee’s salary without approval from a district manager, regional director and partner resource. Employees working in the Employer’s stores are required to wear an Employer-branded green apron and adhere to the Employers’ dress code.

Employees’ benefits are also the same for all the employees nationwide. They receive the same vacation, time off, and family leave benefits; health, dental, vision, life, and disability insurances; stock grants; investment and 401(k) plans; COVID-19 benefits; and free coffee and food while working.

D. Employee Interchange

Once hired, employees are assigned to a “home” store where they are oriented, trained, and regularly scheduled for work. The Partner Availability Form completed by employees regarding their availability and preferred work hours notes that employees “could also be asked to work at another location to meet the needs of the business or to attain…requested hours.” In this regard, employees pick up shifts at stores beside their assigned home store through what the Employer refers to as “borrowed” employees and “borrowed” shifts.\(^{19}\) The record evidence demonstrates that this interchange is voluntary and may be initiated by employees seeking additional hours.\(^{20}\) The

---

\(^{19}\) Store managers may also be borrowed by other stores to act as a dual manager, when another store manager, for example, is on extended leave of absence.

\(^{20}\) The Employer argues in its brief that Petitioner’s witnesses support regular interchange in District 924 because they worked in multiple stores. However, the evidence failed to establish that there was interchange, let alone, regular interchange, between the stores. Instead, the evidence reflects a shift supervisor permanently transferred from
interchange may also precede a permanent transfer from one home store to another or may be related to other extenuating circumstances such as new store openings, temporary store closures, or staffing shortages.

There is no record evidence of any involuntary interchange in District 924 or any disciplinary actions against any employee for refusing to work a shift at another store in District 924. Here, SM Holden testified that no employee was forced to work at another store as a “borrowed” employee. Rather, employees generally have the option to pick up hours at another store if, for example, their home store was closed due to a power outage. SM Holden further testified that other employees “rarely” were “borrowed” to Store #8345, and it was “rare” for a Store #8345 employee to work “borrowed” shifts at another store. SM Holden testified that around 5 or 6 employees were “borrowed” to Store #8345 during her tenure as store manager “because their store closed.”

To support its contention that employees engage in substantial and frequent interchange among the 11 Employer-sought stores in District 924, the Employer provided raw data regarding employees working in District 924, including in and out of the petitioned-for unit Store #8345, during the period from April 29, 2019 through January 9, 2022. This evidence includes Excel spreadsheets referred to as “Aggregated Data” for fiscal years 2019-2022 (Employer Exhibits 1(a)-(f) and the graphs and multiple charts prepared by the Employer’s statistical expert Dr. Matthew Thompson21 pertaining to the stores in District 924 (Employer Exhibits 3 and 4). The Employer did not present Dr. Thompson as a witness at the hearing but relied on the prior record testimony of Dr. Abby Turner to explain how the graphic depictions, backup data, code work, and statistical calculations were prepared.22

Collierville, Tennessee to the Popular and Highland store in October 2021 and was not a “borrowed” employee. Permanent transfers are excluded from the Employer’s statistical analysis on interchange. The other witness, a former store manager, is not in the bargaining unit and thus excluded from the Employer’s borrowing statistics.

21 Dr. Thompson is Vice President of Charles Rivers Associates and a colleague of Dr. Abby Turner, both of whom are economists employed by Charles River Associates, a global economic litigation consulting firm.

22 The parties stipulated that Dr. Matthew Thompson is an expert witness and stipulated to incorporate by reference into the record the Knoxville hearing testimony of Dr. Abby Turner and excerpts from her testimony in Mesa I. While I have duly considered Dr. Turner’s testimony and the evidence submitted by Dr. Thompson, I will afford it only the appropriate weight explained in detail in this decision.
Specifically, the Employer proffered a set of seven charts and graphs and six permutations of those charts.\(^{23}\) The seven charts present statistics showing:\(^{24}\)

1. percentage of employees who worked for one or more stores in District 924;
2. percentage of employees who worked at the petitioned-for unit store and other stores in District 924;
3. percentage of all employees who worked at each individual District 924 store who were “borrowed” employees;
4. percentage of store days that individual District 924 store used at least one “borrowed” employee;\(^{25}\)
5. percentage of partner days across District 924 that were “borrowed” by the day of the week;\(^{26}\)
6. percentage of partner days across District 924 that were “borrowed” by specific dates; and
7. a map representing the among of “borrowing” between stores in District 924.

The Employer relies on its data to argue that employee interchange is widespread in District 924, including at Store #8345. The Employer argues that Dr. Thompson’s statistical analysis of the above information, over the data period, revealed during a two-and one-half year period, that approximately 34% of employees worked in two or more stores, and 13% worked in three or more stores.\(^{27}\) Conversely, about 66% of employees working in District 924 worked in only a single store during the data period; the Employer, however, acknowledges that this percentage includes employees whose home store may or may not be that single store. With respect to the Poplar and Highland store, about 63% of employees worked in two or more stores and 33% worked in three or more stores. Conversely, about 37% of the employees working at Poplar and Highland worked exclusively in that store.\(^{28}\) The Employer further asserts that about 58% of employees working at

\(^{23}\) The six variations of those charts change the date range (pre-Covid or before March 2020), and excludes stores opening or closing during the data period, excludes pre or post transfer shifts, assess partners with a single home store, or changes cumulative restrictions A, and changes cumulative restrictions B. The Employer also presented four charts which compared shifts worked by currently active employees and all other employees (including employees borrowed from another store, or who quit, were fired, or transferred to another store). Those charts provide average and median employee tenure and show that the average tenure for the petitioned-for store is around 15 months, and the median tenure is around 14 months.

\(^{24}\) Dr. Thompson took steps to control for the impact of COVID-19, permanent transfers from stores within and outside District 924, and excluded store managers.

\(^{25}\) The Employer asserts that a store in District 924 “borrows” employees one out of every five days.

\(^{26}\) The chart notes that there were 2,822 partners “borrowed” during the data period, and the overall district average of partner-days “borrowed” was 2.3%. The Employer argues that “borrowing” remains close to the average of 2.3% of shifts across all days of the week, and 2.3% of shifts are “borrowed” from another store each day.

\(^{27}\) I note that these percentages include employees who may have worked only once in another store.

\(^{28}\) When Dr. Thompson restricted the date range to Pre-Covid, the number significantly increased to 65% of employees who worked at the Popular and Highland store worked exclusively in that store.
the Popular and Highland Store are assigned that store as their home store, while 42% of employees are assigned to other stores.

The Petitioner, on the other hand, submitted the Employer’s Borrowed Partner Analysis (Petitioner Ex. 1) and Punch Data (Petitioner Ex. 2) to argue that the Employer’s own statistics show that interchange among Store #8345 employees is insignificant. The Petitioner further asserts that the Employer’s charts and graphs only show that some employees worked “at least one shift” at another store “per year.” This evidence has already been rejected by the Board as insufficient evidence of regular interchange to rebut the single-facility presumption. More importantly, employee interchange is completely voluntary.

The parties stipulate that the interchange data in this hearing was created and pulled in the same manner as the data provided in Buffalo 1, Mesa, Buffalo 2, Knoxville and Case No. 08-RC-288697 (Cleveland). ER. Ex 1 (Vols. 1-6); Board Ex. 2. Dr. Turner and Dr. Thompson used the same method to perform their statistical analysis exhibited in the charts and graphs by utilizing the interchange data.

The parties stipulated to the admission of the Employer’s “Borrowed” Partner Analysis which shows calculations by fiscal year based on the Employer’s interchange data. Petitioner Ex. 1. Specifically, these calculations show: 1) the percentage of all shifts and hours worked in District 924 that were worked by “borrowed” employees; 2) the percentage of shifts and hours worked at Store #8345 by “borrowed” employees; and 3) the percentage of shifts and hours worked by Store #8345 employees who were “borrowed” from another store.29

Specifically, the “Borrowed” Partner Analysis lists percentages of shifts and hours worked in District 924 by “borrowed” employees during fiscal years 2019, 2020, 2021 and 2022. Petitioner Ex. 1, Q-4. This data lists the percentages of shifts worked in District 924 by “borrowed” employees during fiscal years, 2019, 2020, 2021, and the limited data for 2022 as 2.29%, 2.84%, 2.24%, and 2.37%, respectively, and the percentages of hours worked in District 924 by “borrowed” employees as 2.63%, 3.04%, 2.41%, and 2.45%, respectively. This data shows that at least 97% of all shifts and hours worked in District 924 during 2019-2022 were worked by employees at their home store, as opposed to “borrowed” employees.

The percentage of shifts worked at the petitioned-for unit Store #8345 by “borrowed” employees during fiscal years 2019, 2020, 2021, and 2022 is listed by the Employer as 2.03%, 0.48%, 2.16%, and 2.54%, respectively, and the percentage of hours worked by borrowed employees at Store #8345 as 1.6%, 0.37%, 1.85%, and 2.44%, respectively. Petitioner Ex. 1, Q-8. Again, this data shows at least 97% of all shifts and hours worked at petitioned-for unit Store #8345 were worked by the petitioned-for unit employees.

29 The Employer did not provide a summary of calculations for these shifts and hours but provided a chart detailing the shifts and hours worked by Store #8345 at other “borrowed” stores. The Petitioner submitted those calculations in its brief to argue that since 2019, Store #8345 employees only worked 0.22% of the total number of hours worked at the “borrowed” stores in District 924.
The Employer asserts in its brief that employees within District 924 contact each other via email or text or have contact with other employees by calling and driving supplies and products from one store to another within the district. However, there is no record evidence that employees at Store #8345 have regular contact with any employee outside their home store, or even have access to the contact information of other District 924 employees. In fact, SM Holden testified that Store #8345 employees do not utilize an app to contact each other. Store #8345 only has a contact sheet with only Store #8345 employee information. This contact sheet is posted at the back of the store. As stated before, there is no record evidence of any Store #8345 employee serving as a courier to pick up needed items from another store in District 924.

E. Distance Between Locations

The petitioned-for unit Store #8345 is located Memphis, Tennessee. All of the 11 Employer-sought facilities are located in District 924. Seven stores are located in Memphis, three stores are located in Cordova, Tennessee, and one store is located in Germantown, Tennessee. The petitioned-for unit store is geographically closest to the six other stores located in Memphis, ranging from 3 to 7 miles from Store #8345. The three stores in Cordova are located between 10 to 15 miles from Store #8345. The sole Germantown store is located 10 miles from Store #8345.

F. Bargaining History

There is no history of collective bargaining at Store #8345 or at any store in District 924.

III. ANALYSIS

The Appropriateness of a Single-Facility Petitioned-For Unit

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 with other facilities that it has lost its separate identity. *Dixie Belle Mills, Inc.*, 139 NLRB 629, 631 (1962); *New Britain Transp. Co.*, 330 NLRB 397, 397 (1999). “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 665, 666 (1997). “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 Co.*, 169 NLRB at 877 (“It is elementary that more than one unit may be appropriate among the employees of a particular enterprise.”)

The party contesting a single-facility unit bears a “heavy burden of overcoming the presumption.” *California Pacific Medical Center*, 357 NLRB 197, 200 (2011); *Starbucks (Mesa)*, 371 NLRB No. 71, slip op. at 1 (February 23, 2022). To rebut this presumption, the Employer “must demonstrate integration so substantial as to negate the separate identity” of the single store units. *Id.*

---

30 Distances noted are as reported by Google Maps.
The Board examines several factors to determine whether the single-facility presumption has been rebutted: (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 at 666.

The Board has long applied its single-facility presumption to retail chain operations, finding that its prior decisions had “overemphasized the administrative groups of merchandising outlets at the expense of factors such as geographic separation of the several outlets and the local managerial autonomy of the separate outlets. *Sav-On Drugs, Inc.*, 138 NLRB 1032 (1962). 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 (1968) (emphasis in original).

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.

Thus, whether the single-facility presumption has been rebutted requires a case-by-case, fact-intensive analysis, as “[e]ach case must be assessed on its own facts.” *Dattco, Inc.*, 338 NLRB 49, 50 (2002); see *Frisch’s Big Boy*, 147 NLRB at 551, 552 (1964) (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”).

Here, I find that the petitioned-for single-store unit at Store #8345 is an appropriate unit, and the Employer has not met its heavy burden to rebut the single-facility presumption.

**A. Centralization of Operations**

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). 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 layout/design, product offerings, pricing, marketing, promotions, staffing and how employees prepare and serve its products, as evidence of functional integration.
An employer’s centralized control over multiple facilities weighs in favor of a multi-facility bargaining unit. *Trane*, 339 NLRB 866, 867-68 (2003). While these factors regarding centralization weigh in favor of a multi-facility bargaining unit, centralized control is not the only or a primary factor to be considered regarding single-store units in the retail industry and does not rebut the single-facility presumption where other evidence shows local control over day-to-day operations. *California Pacific*, 357 NLRB at 198 (“even substantial control over some labor relations policies and procedures is not inconsistent with a conclusion that sufficient local autonomy exists to support a single location presumption”); *Trane*, 339 NLRB at 867-68; *New Britain Transportation*, 330 NLRB at 397.

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 will find a single store in a retail chain operation to be an appropriate unit of collective bargaining “absent a bargaining history in a more comprehensive unit or functional integration of a sufficient degree to obliterate separate identity.” *Haag Drug Co.*, 169 NLRB at 877.

Accordingly, I find that the Employer has not demonstrated that the functional integration in its operation has obliterated Store #8345’s separate identity. I further find that the Employer’s centralized operations is outweighed by evidence of local autonomy in operations and labor relations, as discussed below.

**B. Control Over Daily Operations and Labor Relations, Including the Extent of Local Autonomy**

The Board considers evidence of local autonomy in daily operations and labor relations to be 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 11 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. In the context of a retail chain operation, “one of the most weighty factors in determining the appropriateness of a single store unit is the degree of control vested in the local store manager.” *Friendly Ice Cream*, 705 F.2d at 578. Accordingly, the Board considers “the local manager’s effective control of those areas ‘which most directly affect the restaurant’s employees’” to be significant. *Id.* quoting (*Magic Pan, Inc. v. NLRB*, 627 F.2d 105, 108 (*7th Cir. 1980*))

The Employer’s Partner Guide clearly states that the individual store manager “is ultimately in charge of all store operations, directs the work [of employees, and] is responsible for personnel decisions, scheduling, payroll and fiscal decisions.” Here, the record evidence demonstrates that “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.” See *Haag Drug Co.*, 169 NLRB 877, 878 (1968).

The Employer asserts that applications and hiring are handled on a district wide basis. Although district managers directly hire store managers and assistant store managers, the record evidence shows that store managers are responsible for interviewing, hiring and promoting at their individual stores. Former Store Manager Amy Holden testified that during her tenure at Store #8345 and other stores, she hired and disciplined employees without approval from her district manager, including interviewing, hiring and disciplining at least five employees at the Poplar and Highland store. SM Holden also conducted onboarding of any newly hired employee. Additional witness testimony confirmed that SM Elizabeth Paige also interviewed, hired, and onboarded new employees at Store #8345. While working at other Starbucks locations, SM Holden promoted two baristas to shift supervisors and an unknown number of baristas to barista trainers. However, SM Holden did not promote any baristas to any position while she worked at Store #8345.31

SM Holden created and scheduled employees and approved (or denied) employee time-off requests.32 The record evidence shows that SM Holden had the authority to make these decisions without any involvement or approval from her district manager. There is also no evidence that a district manager has ever overridden the store manager’s promotion decisions or disciplinary actions. The record is silent regarding employee evaluations at Store #8345. The record is also silent regarding the interaction of the district manager with employees at the petitioned-for unit store or the frequency of visits by the district manager to Store #8345, including meetings with the store manager.

The Employer contends that its automated tools and company-wide policies decrease the autonomy store managers have regarding in-store daily matters, including Play Builder and Virtual Coach. However, the conclusory and generalized testimony submitted by the Employer fails to rebut the specific record evidence that store managers play a significant role in adjusting schedules, approving time off, promoting employees, conducting interviews and hiring employees, and imposing discipline. In *Starbucks (Mesa)*, the Board noted that the Employer must provide more than “conclusory evidence to establish that Store Managers have little discretion in personnel matters, especially where there is specific evidence indicating otherwise.” *Starbucks (Mesa)*, 371 NLRB No. 71, slip. op. at 2. Other than conclusory statements, the record is silent regarding the use of Play Builder at Store #8345. SM Holden has referred to the Virtual Coach on disciplinary actions, but the record evidence also shows that the Virtual Coach is a reference guide and store managers are not required to use or follow the Virtual Coach. Despite the automated tools, the record shows that employees at the petitioned-for unit store “perform their day-to-day work under the immediate supervision of one who is involved in rating their performance and affecting their job status and who is personally involved with the daily matters

---
31 I find that any collaboration between SM Holden and another store manager for shift supervisor positions does affect the store manager’s local autonomy, as these decisions are neither approved nor altered by the district manager.
32 SM Holden did not adjust any grievances during her tenure at Store #8345.
which make up their grievances and routine problems.” *Red Lobster*, 300 NLRB 908, 912 (1990) (internal citation and quotation marks omitted); see *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”).

The Board has found similar levels of local autonomy to support a finding that a single-facility unit is appropriate for bargaining.33 *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); *Eschenbach-Boysa Co.*, 268 NLRB 550, 551 (1984) (finding local autonomy where stores managers conduct interviews, hire employees, grant time off, and resolve employee problems and complaints even though upper-level manager “reserves for himself many management prerogatives [because] he necessarily must leave many of the day-to-day decisions . . . to his managers”); *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.”); *Walgreen Co.*, 198 NLRB 1138, 1138 (1972) (finding store manager’s autonomy significant where district managers visited individual store, at best, monthly and manager had authority for most hiring).

Accordingly, the record evidence establishes, and I find, that store managers are vested with significant autonomy in handling a range of operation and labor relations matters at the local level, notwithstanding the existence of centralized policies and procedures.

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

There is largely no dispute that the employees in the 11 Employer-sought facilities in District 924 (including Store #8345) have similar skills, functions, and working conditions.34 The Employer sets wages and benefits for all employees, and store managers have no authority to change them.35 While uniformity in working conditions “is of some significance, no greater

---

33 The cases cited by the Employer in its brief in which the Board found the single-store presumption to be rebutted involved local managers whose autonomy was much more circumscribed than here. *Super X Drugs of Illinois, Inc.*, 233 NLRB 1114, 1115 (1977) (district manager set hours employees are to work and allocated those hours among employees (i.e., set schedules) and was directly involved in routine grievances and problems); *Kirlin’s Inc. of Cent. Ill.*, 227 NLRB 1220 (1977) (upper-level management handled scheduling, reviewed all employment applications before hiring and shared final authority to fire employees); *Big Y Foods, Inc.*, 238 NLRB 860, 861 (1978) (upper-level managers on location multiple times per week “and may remain at a particular market the entire day,” independently resolved employee grievances, evaluated employee performance, and were responsible for interviewing and selecting prospective employees).

34 Although the Employer asserts that all 11 Employer-sought facilities are drive-thru café’s, I note that the record is silent regarding the layout of the individual stores.

35 The record reflects that company-issued wage increases are not necessarily uniform throughout a district or region; the record is silent regarding the specific wage structure in District 924.
control or uniformity has been shown here than is characteristic of retail chain store operations generally.” *Haag Drug Co*, 169 NLRB at 879. Thus, even where wages and benefits are centrally determined, the more immediate question for the Board is whether employees perform their work under the supervision of a local manager. In that framework, “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. *See also Renzetti’s Market, Inc.*, 238 NLRB 174, 175 (1978) (finding that “the Employer’s centralized administration is not, in our view, the primary factor which we must consider in determining whether the employees working at Store No. 1 enjoy a community of interest separate and distinct from the employees at Store No. 2.”).

Accordingly, I find, that the employees’ uniform skills, functions, and working conditions are outweighed by other factors, including the store managers’ significant local autonomy and the lack of significant employee interchange. *See Starbucks Mesa*, 371 NLRB No. 71, slip op. 2.

**D. Employee Interchange**

Employee contact is considered interchange where a portion of the work force of one facility is involved in the work of the other facility through temporary transfer or assignment of work. *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 of 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.*, 36 NLRB 1114 (2001); *Courier Dispatch Group*, 311 NLRB 728, 731 (1993). Employee interchange must be considered in total context. *Gray Drug Stores, Inc.*, 197 NLRB 924 (1972); *Carter Camera Shops*, 130 NLRB 276, 278 (1961). Also important in considering interchange is whether the temporary employee transfers are voluntary or required; the number of permanent employee transfers; and whether permanent employee transfers are voluntary. *New Britain Transportation Co.*, supra. Permanent transfers are less probative than temporary transfers, and voluntary transfers are less probative than mandatory ones. Id; *Starbucks Mesa*, 371 NLRB No. 71, slip op. 1, n.5.

The Employer presented the same arguments and similar data as in other Starbucks cases to support its contention that employees engage in regular and substantial interchange. The Employer emphasizes that its employees are trained and expected to work at multiple stores and argues that its charts prove that this is a regular occurrence.
Petitioner, on the other hand, argues that the nature of interchange between employees is purely voluntary and the Employer’s data analyses are flawed by failing to demonstrate regular or substantial interchange as require by the Board. Petitioner also emphasizes that the data found in the Employer’s “Borrowed” Partner Analysis provides greater context and specificity regarding the lack of regular or substantial interchange between employees in District 924. Specifically, the Petitioner asserts that interchange for the petitioned-for unit employees with other employees in District 924 is insignificant and shows that Store #8345 employees hardly ever worked outside their home stores.

I find that Dr. Thompson’s statistical chart and graphs have the same shortcomings which were already rejected by the Board in prior Starbucks decision by failing to shed light on whether Store #8345 employees engage in frequent, regular interchange with other employees. The Employer’s charts focus on the number of employees who ever worked at more than one store in District 924, and reflect only days worked, rather than the percentage of hours or shifts worked within District 924 or at Store #8345. The Employer’s charts do not analyze how often Store #8345 employees work at multiple stores, show whether they work an entire shift or pick up an hour or two after working at their home store, or indicate whether they work one hour or 20 hours at a different store.

The Board specifically rejected the statistical charts and graphs submitted by the Employer’s proffered expert Dr. Turner in both Starbucks (Mesa) and Starbucks (Knoxville) hearings. Starbucks (Mesa), 371 NLRB No. 71, slip op. at 1(denying the Employer’s request for review and finding that the Employer’s evidence failed to show “how often those employees worked at other locations or how often ‘borrowed’ employees worked at Store 5610,” the petitioned-for unit store); Starbucks Corp. (Knoxville), Board Order 10-RC-288908 (March 22, 2022) (unpublished). In denying the request for review, the Board in Starbucks (Knoxville) stated that “even taking the Employer’s data and expert testimony at face value, the evidence of interchange is insufficient to rebut the single-facility presumption as previously for the reasons explained in Starbucks (Mesa), supra, slip op. at 1-2.” Here, the Employer is again relying on Dr. Turner’s testimony, but the Employer has not submitted any evidence differentiating Dr. Thompson’s statistical charts from those that have already been rejected by the Board in Starbucks (Mesa) and Starbucks (Knoxville). Therefore, I find that the Employer’s evidence in this case is not materially distinguishable from that presented in Starbucks (Mesa), supra, and

---

36 Dr. Turner admitted that her statistical charts and graphs on interchange data do not show the number of “borrowed” shifts worked at another store by employees at the petitioned-for unit store, or the number of “borrowed” shifts worked by other employees at the petitioned-for unit store. Since Dr. Thompson utilized the same method as Dr. Turner, I find that his statistical charts and graphs also do not provide this information.

37 The Board has continued to deny the Employer’s request for review for the same reasons stated in Starbucks Mesa, supra, slip op. 1-2: Starbucks Corp. (Buffalo 2), Board Order, 03-RC-285929, 03-RC-285986, 03-RC-285989 (March 7, 2022); Starbucks Corp. (Eugene), Board Order, 19-RC-297954 (March 22, 2022); Starbucks Corp. (Boston), Board Order, 01-RC-287618 and 01-RC-287639 (April 6, 2022).
fails to establish that the petitioned-for unit employees have frequent or regular interchange with the employees in District 924.38

The Employer further argues that I should not rely on the “Borrowed” Partner Analysis proffered by the Petitioner and referenced in prior Starbucks hearings and Board decisions, since neither Dr. Turner nor Dr. Thompson created or reviewed the “Borrowed” Partner Analysis to prepare their reports. However, the record shows that the “Borrowed” Partner Analysis is based on the same underlying aggregate data utilized by both Dr. Turner and Dr. Thompson to create their statistical charts and calculations39 and were performed by the Employer based on the underlying aggregate data, except the “Borrowed” Partner Analysis contradicts the Employer’s own expert witness.40 This data reflects the low number of hours and shifts actually worked by “borrowed” employees among the stores in District 924 during fiscal years 2019-2022, the hours and shifts worked by “borrowed” employees at Store #8345 during 2019-2022, and the hours and shifts worked by Store #8345 employees at other borrowed stores in the district during 2019-2022.

The “Borrowed” Partner Analysis lists percentages of shifts and hours worked in District 924 during fiscal years, 2019, 2020, 2021, and the limited data for 2022 as 2.29%, 2.84%, 2.24%, and 2.37%, respectively, and the percentages of hours worked in District 924 by “borrowed” employees as 2.63%, 3.04%, 2.41%, and 2.45%, respectively. Petitioner Ex. 1, Q-4. This data shows that at least 97% of all shifts and hours worked in District 924 during 2019-2022 were worked by employees at their home store, as opposed to “borrowed” employees.

The percentage of shifts worked at the petitioned-for unit Store #8345 by “borrowed” employees during fiscal years 2019, 2020, 2021, and 2022 are listed by the Employer as 2.03%, 0.48%, 2.16%, and 2.54%, respectively, and the percentage of hours worked by “borrowed” employees at Store #8345 as 1.6%, 0.37%, 1.85%, and 2.44%, respectively. Petitioner Ex. 1, Q-8. Again, this data shows at least 97% of all shifts and hours worked at petitioned-for unit Store #8345 were worked by the petitioned-for unit employees. This data specifically contradicts the Employer’s assertion that only around 37% of employees at Store #8345 exclusively worked at that store.

38 See also, Board Order denying review in Starbucks (Buffalo 1), 03-RC-282115, 03-RC-282127, 03-RC-282139 (December 7, 2021) (finding that the Employer’s data “indicate that the petitioned-for stores ‘borrow’ only a very small percentage of their labor from other stores”).  

39 Dr. Turner testified in the Knoxville hearing that she reviewed the source data and ran the data through a statistical program to come up with the “borrowing” percentages for employees in the market displayed in the charts and graphs.

40 Starbucks Data Scientist Eli Hanna (Starbucks Buffalo 1) explained that excel spreadsheets on interchange data were pulled from its Starbucks Partner Hour database based on questions provided by Starbucks counsel. These questions include how many hours and how many shifts did employee work at the store, how many total partners were “borrowed” by other stores in the market, how many partners had a home store but also worked in a store in the Buffalo market, etc. Hanna testified that the answers to these questions were summarized in tabs following the aggregate data. I find that this summary is the same type of information created by the Employer for the stores in District 924 and displayed in the “Borrowed” Partner Analysis admitted as Petitioner Exhibit 1.
The Board has already determined that similar interchange statistics on store-level data “do not establish that the petitioned-for employees regularly or frequently interchange with other employees in District 380, and instead indicate that any interchange is limited and infrequent.” *Starbucks Mesa*, supra, slip op. at 1. As such, the interchange statistics gathered by the Employer here, specifically relating to the petitioned-for unit store, as opposed to the district-wide interchange data, undercuts the interchange data relied upon by the Employer. Employee testimony further confirmed that “borrowed” shifts is voluntary and rare at Store #8345.

I also note that the Employer provided a chart listing the number of “borrowed” hours and shifts worked by Store #8345 employees at other stores in District 924 during fiscal years 2019-2022. Petitioner Ex. 1, Q-6. Unlike the other statistical calculations, the Employer did not provide a percentage of the total number of “borrowed” hours and shifts worked by Store #8345 employees at other stores. The Petitioner submitted those calculations in its brief to argue that since 2019, Store #8345 employees only worked 0.22% of the total number of hours worked at “borrowed” stores in District 924. I note that a similar calculation for the total number of “borrowed” shifts worked by Store #8345 employees since 2019 at other stores amounts to 0.25% of the total number of shifts worked at the “borrowed” stores in District 924. This data shows that since 2019, the total number of “borrowed” hours and shifts worked by Store #8345 at other District 924 stores was less than 1%.

There is no evidence in the record to support the Employer’s assertion that employees are expected and directed to cover shifts throughout the district. Rather, as found by the Board in *Starbucks (Mesa)*, 371 NLRB No. 71, slip op. 1, n.5, the interchange was largely voluntary and carried less weight in rebutting the single-facility presumption. Here, the record establishes that interchange is largely voluntary and typically initiated among store employees seeking additional hours. I note that the Employer’s data does not account whether the interchange was voluntary

---

41 In *Starbucks Mesa*, the Board relied on similar store-level data showing that fewer than 2 percent of shifts at the petitioned-for store were worked by “borrowed” employees.

42 The percentage is calculated by dividing the total number of “borrowed” hours worked by Store #8345 employees (1380.17) with the total number of hours worked at the “borrowed” stores in District 924 (601021.79).

43 The percentage is calculated by dividing the total number of “borrowed” shifts worked by Store #8345 employees (247) with the total number of shifts worked at the “borrowed” stores in District 924 (97048).

44 *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 at 911 (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”) (emphasis added).
versus non-voluntary.\(^{45}\) I also note that there is little evidence in the record of regular contact between the employees in District 924.\(^{46}\)

For the reasons stated above, I find that the evidence presented regarding the level of employee interchange between the petitioned-for employees and other employees in District 924 is not sufficient to rebut the strong presumption in favor of the petitioned-for single-store unit.

**E. Distance Between Locations**

Geography is frequently a matter of significance in resolving geographical scope issues. *Dixie Bell Mills, Inc.*, 139 at 632; see also *Van Lear Equipment, Inc.*, 336 NLRB 1059, 1063 (2001); *D&L Transportation*, 324 NLRB 160 (1997); *New Britain Transportation Co.*, 339 at 398. Generally, plants that are close in proximity to each other are distinguished from those that are separated by meaningful geography. Id.

The Employer argues that the close proximity of the stores in District 924 strongly rebuts the single-store presumption. All of the Employer’s proposed facilities are located 15 miles or less from the petitioned-for unit Store #8345, with six stores being less than 7 miles from Store #8345. When considered with other persuasive factors, the Board has found facilities in close proximity to be single units appropriate for collective bargaining.\(^{47}\)

**F. Bargaining History and Section 9(c)(5)**

There is no history of bargaining at the petitioned-for unit store or any other store in District 924, or any request for bargaining in a more comprehensive unit. Thus, bargaining history, at best, is a neutral factor. *Trane*, 339 NLRB at 868, n.4; *Red Lobster*, 300 NLRB at 912. If anything, it lends support to the appropriateness of a single-facility unit. *Lipman’s*, 227 NLRB 1436, 1438 (1977) (in finding single store units in retail chain appropriate, 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”).

\(^{45}\) Dr. Turner testified in Starbucks Knoxville that the charts do not distinguish between voluntary and involuntary transfers.

\(^{46}\) *Hilander Foods*, 348 NLRB at 1203 (“There is no evidence that . . . employees have had frequent contact with employees at the other facilities as a result of central training, central meetings, community service projects, or the newsletter.”). There is no evidence of any informal group chats used by the employees within District 924 or at Store #8345, or that Store #8345 employees regularly picked up out-of-stock items from nearby locations. *Eschenbach-Boysa Co.*, 268 NLRB 550 (1984) (finding single store units appropriate notwithstanding that “[o]nce or twice a week, uniforms, small equipment, or food is transferred between the two restaurants to relieve temporary shortages”).

\(^{47}\) *Lipman’s*, 227 NLRB at fn.7 (1977) (finding stores located only 2 miles apart appropriate single-facility units); *Red Lobster*, 300 NLRB at 908, 912 (finding stores with an average distance of 7 miles apart and all within a 22-mile radius appropriate single-facility units); *New Britain Transp.*, 330 NLRB at 398 (“[G]eographic separation [of 6 to 12 miles], while not determinative, gains significance where, as here, there are other persuasive factors supporting the single-facility unit).
The Employer also argues that finding the petitioned-for single store unit to be appropriate would violate Section 9(c) of the Act by giving controlling consideration to the extent of organization. The presumption favoring a single-facility unit simply recognizes that organizing a single facility is presumptively less arbitrary than organizing only select employees performing similar work at the same location. An employer satisfies its burden of overcoming the single facility presumption when, in essence, it demonstrates that a single-facility unit is nevertheless arbitrary under the Board’s multi-factor analysis. As discussed above, the Board has relied on a single facility presumption for 60 years, and Board decisions applying that presumption have been upheld by the appellate courts. Indeed, the D.C. Circuit has explained that “Section 9(c) requires only that the extent of organization not be the controlling factor; consideration of that factor among others is entirely lawful.” San Miguel Hosp. Corp. v. NLRB, 697 F.3d 1181, 1185 (D.C. Cir. 2021); See, e.g., Friendly Ice Cream, 705 F.2d 570, 576 (1st Cir. 1983) (the Board’s single-facility presumption “is consistent with the Act, has a rational foundation, and reflects the Board’s expertise.”); NLBB v. J.W. Mays, Inc., 675 F.2d 442, 444 (2d Cir. 1982) (Board’s application of single-facility presumption was not arbitrary). The Board examines multiple factors for assessing the appropriateness of a single-facility unit for a multi-facility employer. See, e.g., Trane, 339 NLRB at 867; J & L Plate, Inc., 310 NLRB at 429.

Relatively, the Employer argues that allowing a single-store unit is not conducive to stable labor relations and would fracture District 924. The Employer supports this claim by stating its preference for a district-wide unit but provides no specific evidence that a single-store unit would harm labor stability. While “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 Board will find a single store in a retail chain operation to be an appropriate unit for collective bargaining “absent a bargaining history in a more comprehensive unit or functional integration of a sufficient degree to obliterate separate identity.” Id. At 877. The Employer’s concern for its employees cannot serve “as a basis for avoiding its duty to bargain with the employees’ selected representative.” Walgreen Co., 564 F.2d at 754, n.7.

IV. CONCLUSION

Based upon the record and in accordance with the discussion above, I find that the petitioned-for, single-facility unit limited to Store #8345 is appropriate, and the Employer has not rebutted the single-facility presumption. I further find that given the lack of centralized control and employee interchange, the remaining factors under the Board’s single facility test – similarity of employee skills, functions, and working conditions; geographic proximity; and bargaining history – are not sufficient to rebut the single-facility presumption.

No determination has been made concerning the eligibility of assistant store manager(s). Therefore, any employee in this classification is allowed to vote subject to challenge, with a

---

48 Section 9(c) states that “[i]n determining whether a unit is appropriate...the extent to which the employees have organized shall not be controlling.” 29 U.S.C. Sec. 159(c)(5).
decision on the eligibility of these individuals to be resolved in a post-election proceeding, if necessary.

Based on the foregoing and the record as a whole, I conclude and find as follows:

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

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

   The Employer, Starbucks Corporation, a Washington corporation with headquarters located in Seattle, Washington, and facilities located through the United States, including Store #8345 located at 3388 Poplar Ave., Memphis, Tennessee, is engaged in the retail operation of restaurants. In the past 12 months, a representative period of time, the Employer derived gross revenues in excess of $500,000 and purchased and received goods at Store #8345 valued in excess of $50,000, which were shipped to Store #8345 directly from points outside of the State of Tennessee.

3. The parties stipulate and I find that the Petitioner is a labor organization within the meaning of Section 2(5) of the Act.

4. The parties stipulate and I find that there is no history of collective bargaining between these parties in the proposed bargaining unit identified above and there is no contract or other bar in existence to an election in this case.

5. 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.

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

   INCLUDED: All full-time and part-time baristas and shift supervisors employed by the Employer at its Store #8345 located at 3388 Poplar Ave., Memphis, Tennessee.

   EXCLUDED: All store managers, office clericals, guards, professional employees, and supervisors as defined by 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 this classification 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.

DIRECTION OF MAIL BALLOT ELECTION

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

A. Election Details

The election will be conducted by mail ballot. The mail ballots will be mailed to employees employed in the appropriate collective bargaining unit. At 4:00 pm central time on Monday, April 25, 2022, ballots will be mailed to voters from an office of the National Labor Relations Board, Region 15.

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 15 office by close of regular business on Monday, May 23, 2022. All ballots will be commingled and counted by an agent of Region 15 of the National Labor Relations Board on the earliest practicable date after the return date for mail ballots. The mail ballots will be counted by an agent from the Region 15 office virtually at 10:00 am central time on Tuesday, May 24, 2022.

Those employees who believe that they are eligible to vote and did not receive a ballot in the mail by Thursday, May 5, 2022 should communicate immediately with the National Labor Relations Board by contacting the Region 15 Office at (504) 589-6362.

If the dates the ballots are due to be deposited by the Region in the mail, or the date set for their return, or the date, time, and place of the count for the mail ballot election are postponed or canceled, the Regional Director, in his or her discretion, may reschedule such dates, times, and places for the mail ballot election.

B. Voting Eligibility

Eligible to vote are those in the above unit who were employed during the payroll period ending Sunday, April 3, 2022, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. In a mail ballot election, employees

49 The parties stipulated to a mail ballot election, and I find that it is appropriate in this case.
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.

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

C. Voter List

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

To be timely filed and served, the list must be received by the Regional Director and the parties by Monday, April 18, 2022. The list must be accompanied by a certificate of service showing service on all parties. The Region will no longer serve the voter list.

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

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

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

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

**D. Posting 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 of the Notice at least 3 full working days prior to 12:01 a.m. of the day of the election and copies must remain posted until the end of the election. For purposes of posting, working day means an entire 24-hour period excluding Saturdays, Sundays, and holidays. However, a party shall be estopped from objecting to the nonposting of notices if it is responsible for the nonposting, and likewise shall be estopped from objecting to the nondistribution of notices if it is responsible for the nondistribution. Failure to follow the posting requirements set forth above will be grounds for setting aside the election if proper and timely objections are filed.

**RIGHT TO REQUEST REVIEW**

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

A request for review must be E-Filed through the Agency’s website and may not be filed by facsimile. To E-File the request for review, go to [www.nlrb.gov](http://www.nlrb.gov), select E-File Documents, enter the NLRB Case Number, and follow the detailed instructions. If not E-Filed, the request for review should be addressed to the Executive Secretary, National Labor Relations Board, 1015 Half Street SE, Washington, DC 20570-0001, and must be accompanied by a statement explaining the circumstances concerning not having access to the Agency’s E-Filing system or why filing electronically would impose an undue burden. A party filing a request for review must serve a copy of the request on the other parties and file a copy with the Regional Director. A certificate of service must be filed with the Board together with the request for review.

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

Dated: April 14, 2022

/s/ M. Kathleen McKinney
M. KATHLEEN McKinney
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 15
600 South Maestri Place – 7th Floor
New Orleans, LA 70130-3413
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 4:00 pm central time on Monday, April 25, 2022, ballots will be mailed to voters from the National Labor Relations Board, Region 15, 600 South Maestri Place – 7th Floor, New Orleans, LA 70130-3413. 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, May 5, 2022, should communicate immediately with the National Labor Relations Board by calling the Region 15 Office at (504)589-6362.

All ballots will be commingled and counted at the Region 15 Office on Tuesday, May 24, 2022 at 10:00 am central time. In order to be valid and counted, the returned ballots must be received in the Region 15 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.

Page 1 of 6
NOTICE OF ELECTION

VOTING UNIT

EMPLOYEES ELIGIBLE TO VOTE:
Those eligible to vote are: All full-time and part-time baristas and shift supervisors employed by the Employer at its Store #8345 located at 3388 Poplar Ave., Memphis, Tennessee who were employed by the Employer during the payroll period ending April 3, 2022.

EMPLOYEES NOT ELIGIBLE TO VOTE:
Those not eligible to vote are: All store managers, office clericals, guards, professional employees, and supervisors as defined by 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 this classification 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.

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

UNITED STATES OF AMERICA
National Labor Relations Board
15-RC-289150
OFFICIAL SECRET BALLOT
For certain employees of
STARBUCKS CORPORATION
Do you wish to be represented for purposes of collective bargaining by
WORKERS UNITED A/W SERVICES EMPLOYEES INTERNATIONAL UNION?

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.
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 (504)589-6362 or visit the NLRB website [www.nlrb.gov](http://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.
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:

(504) 589-6362

TO BE COUNTED, YOUR BALLOT MUST REACH THE REGIONAL OFFICE

BY Monday, May 23, 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