On January 10, 2022,1 the Chicago and Midwest Regional Joint Board, Workers United/SEIU (“Petitioner”) filed a petition to represent certain employees of Starbucks Corporation (“Employer”). Petitioner seeks a single-facility collective-bargaining unit of all full-time and regular part-time baristas and shift supervisors performing work at the Employer’s store located at 1374 West 6th Street, Cleveland, Ohio (“Store 2390”). There are approximately twenty-one (21) employees in the petitioned-for unit, including seven (7) shift supervisors and fourteen (14) baristas.

The Employer contends that the Petitioner’s petitioned-for unit limited to a single store is inappropriate and must include all facilities in the Employer’s District 3032, which consists of eleven (11) stores, including the petitioned-for Store 2390.2 There are approximately 301 employees in the district-wide multistore unit proposed by the Employer.

A videoconference hearing was held before a hearing officer of the National Labor Relations Board (“Board”) on February 3, 4, and 7, at which time the parties were afforded the opportunity to present evidence and to state their respective positions on the record. The parties submitted post-hearing briefs, which I have duly considered.

1 All dates occur in 2022 unless otherwise indicated.

2 The parties stipulate that the following eleven stores currently comprise District 3032: Store 2265, 12405 Cedar Road, Cleveland Heights, Ohio; Store 2297, 13939 Cedar Road, Suite 1E, South Euclid, Ohio; Store 2300, 9500 Euclid Avenue, Building H, Cleveland, Ohio; Store 2303, 22841 Chagrin Boulevard, Beachwood, Ohio; Store 2316, 11623 Clifton Boulevard, Cleveland, Ohio; Store 2390, 1374 West 6th Street, Cleveland, Ohio; Store 2536, 1400 Euclid Avenue, Cleveland, Ohio; Store 2618, 3093 Mayfield Road, Cleveland Heights, Ohio; Store 10208, 11302 Euclid Avenue, Cleveland, Ohio; Store 50952, 2050 East 96th Street, Building Q, Cleveland, Ohio; and Store 61733, 3420 Steelyard Drive, Cleveland, Ohio.
Having considered the parties’ positions, evidence, and the entire record, I find that the petitioned-for unit is an appropriate unit for collective-bargaining purposes, and I am directing an election by mail ballot.  

I. ISSUES AND POSITIONS OF THE PARTIES

The only issue before me is whether the Employer has met its heavy burden to overcome the presumption that the single-unit unit sought by the Petitioner is appropriate.  See California Pacific Med. Ctr., 357 NLRB 197, 200 (2011). To determine whether the single-facility presumption has been rebutted, the Board examines: (1) central control over daily operations and labor relations, including extent of local autonomy; (2) similarity of employee skills, functions, and working conditions; (3) degree of employee interchange; (4) distance between locations; and (5) bargaining history, if any. Hilander Foods, 348 NLRB 1200, 1200 (2006) (citing J&L Plate, Inc., 310 NLRB 429, 429 (1993)); Trane, 339 NLRB 866, 867 (2003).

The Employer contends that Store 2390, as well as the ten other stores in District 3032, do not maintain the level of local autonomy, control, or authority over labor relations and working conditions to support the appropriateness of a single-store unit. It underscores that its centralized operational protocols demonstrate a functionally integrated unit with significant employee interchange. Additionally, the Employer argues that centralized policies regarding labor relations, employee skills, functions, training, wages, benefits, and working conditions support its contention that the unit must encompass all eleven stores in District 3032. The Employer also argues that the geographical proximity of the District 3032 stores, as well as the uniformity of employee interests, support a district-wide multistore unit. The Employer further maintains that ordering an election in a single store would give controlling weight to extent of organizing in violation of Section 9(c)(5) of the Act.

The Petitioner maintains that the Employer failed to rebut the presumption that a petitioned-for single-store unit is an appropriate unit. The Petitioner maintains that the record evidence shows that the Employer’s Store Managers exercise meaningful control over labor relations and store operations without significant oversight from district management. The Petitioner further argues that the employee interchange between district stores is infrequent and voluntary and does not destroy the petitioned-for unit’s homogeneity. Additionally, while the Employer provided evidence of corporate-wide policies and integration at a national level, the Petitioner contends that such evidence is insufficient to rebut the presumption of the appropriateness of a single-store unit in a retail setting.

3 This petition is one of several filed by the Petitioner to represent single-store units of employees employed by the Employer throughout the United States. The Employer has made the same argument in those cases as it does here, namely that a single-store unit is not appropriate. Based on the parties’ stipulation, certain transcripts and exhibits from Cases 03-RC-282115, 03-RC-282127, and 03-RC-282139 (collectively “Buffalo I”); Cases 03-RC-285929, 03-RC-285986, and 03-RC-285989 (collectively “Buffalo II”); and Case 28-RC-286556 (“Mesa I”), have been incorporated into this record.

4 The parties stipulated that a mail-ballot election was appropriate in this case.
As discussed below, I find that the Employer has not met its burden to rebut the single-store presumption.

II. RECORD EVIDENCE

The Employer is a multinational corporation that owns and operates restaurants throughout the world, including nearly 9,000 stores in the United States. Stores fall within one of four basic formats: café only, drive-thru only, café and drive-thru, and kiosk, which is typically found within malls. The Employer’s retail operations in North America are organized into twelve regions, and each region is headed by a Regional Vice President. Regions are divided into areas, each headed by a Regional Director who reports to the respective Regional Vice President. Each area is further divided into districts, where a District Manager oversees several individual stores and reports to their respective Regional Director.

The Mid America Region, overseen by Regional Vice President Brett Battes, consists of approximately 850 stores spread throughout nine districts over eleven states, including Ohio. The petitioned-for Store 2390\(^5\) is one of the eleven stores in District 3032,\(^6\) which is part of Area 35 in the Mid America Region. Area 35 covers most of Northeast Ohio, running from northeast Columbus through Canton and Akron, and includes the entire Cleveland metropolitan area. Lewis “Edward” Whedbee is the Regional Director of Area 35 and testified that each district typically contains eleven to twelve stores. Beth Weber became the District Manager of District 3032 on January 11.

Store 2390 is a café-only store located in a commercial building on the west side of downtown Cleveland, Ohio. Seven of the District 3032 stores are located in Cleveland while the remaining four are in the neighboring suburbs of Beachwood, Cleveland Heights, and South Euclid. However, all eleven stores in District 3032 fall within Cuyahoga County. Currently, eight of the stores in District 3032 are café only while the three other stores are café and drive-thru. As noted above, the eleven stores in District 3032 employ approximately 301 employees in the barista and shift supervisor classifications, twenty-one of whom work at Store 2390.\(^7\) Taylor Nelson is the Store Manager of 2390, a position she attained in January.

A. Central Control over Daily Operations and Labor Relations, including Extent of Local Autonomy

Providing a consistent and uniform product is a primary goal for the Employer in conducting its operations nationwide. To that end, the Employer relies on detailed operational plans, devised at a national level, aimed at creating a consistent customer experience across locations. Decisions about store design, equipment, and maintenance, marketing and promotions,

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\(^5\) Also referred to in the record as West Sixth store and Sixth store.

\(^6\) Also referred to in the record as the downtown Cleveland district.

\(^7\) The parties generally refer to all individuals employed at the store level as “partners,” consistent with the Employer’s internal nomenclature. Some witnesses use partners to refer to virtually anyone employed by the Employer.
store budgets, and contracts with vendors and contractors, and marketing and promotions, are made at the national level. Moreover, the Employer maintains various technologies administered at the corporate level to assist with ordering supplies, scheduling, store operations, and consistency in stores’ application of human resources policies.

The Employer’s products, procurement, and pricing are also consistent across the stores in question, and they share a supply logistics network. A distribution center in Macedonia, Ohio, serves all eleven stores in District 3032, including Store 2390. The record does not indicate which, if any, stores outside of District 3032 the Macedonia distribution center serves. Regional Director Whedbee testified that the District 3032 stores receive coffee from a national roasting plant, but the record does not disclose its location and is unclear as to whether the coffee is actually distributed through Macedonia.

Inventory and ordering are controlled through various tools and technologies. Certain orders for products such as packaged goods, merchandise and gift cards are automatically generated by the system and cannot be modified by the individual stores. The Employer also has an auto-shipment process for select food and beverage items. For those products not covered by automated shipment, all stores use the same inventory management system (“IMS”) that automatically suggests order quantities based on order history. A store’s projected needs are calculated using a tool called “Par Builder,” which contains, receives, and uses data to identify the amount of product a store needs between orders and generates a “par” recommendation for store orders. The IMS provides a suggested order quantity (“SOQ”) based off the par and reported inventory. Store Managers, Assistant Store Managers (“ASMs”) and shift supervisors can make some changes in IMS for those orders not covered by automated shipment. For example, a 5-year shift supervisor 8 at Store 2390 testified that shift supervisors at Store 2390 perform inventory counts and place orders every other day. According to the 5-year shift supervisor, she deviates from the SOQ based her judgment and her knowledge of Store 2390’s sales. 9 The record further reflects that with some regularity, Store Managers and shift supervisors arrange for employees to pick up out-of-stock supplies from a nearby store or to deliver supplies to another store in need of inventory. The record does not indicate whether supplies are exchanged with stores outside of District 3032.

Other examples of the Employer’s technologies include tools for assigning, scheduling, and disciplining employees, such as Partner Hours, Play Builder, Partner Planning, and Virtual Coach, which will be discussed in the sections below.

In addition to technologies and tools, the Employer provides some operational and employee relations support through Operations Coaches and Partner Resources Managers. According to Regional Director Whedbee, Operations Coaches offer virtual trainings and provide support to Store Managers by “reviewing their approach to work, helping them with things like

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8 The shift supervisor was hired by the Employer as a shift supervisor approximately five years ago and will be referred to throughout the decision as the “5-year shift supervisor.”

9 In testimony incorporated from Mesa I, Andrea Streedain, the Employer’s former Director of Business Operations for the United States and current Regional Vice President of the Western Mountain Region, indicated employees at the store level interact with the store orders every day and Store Managers can and do revise these suggested quantities.
sales and inventory, scheduling, that type of thing.” The record does not disclose any further details on Operations Coaches, including how often the Operations Coaches interact with Store Managers, including the Store Managers for District 3032 or Store 2390. The Operations Coach is a new position to Area 35. Regarding Partner Resources Managers, their function is to assist Store Managers in addressing workplace concerns. Whedbee explained that a Partner Resources Manager performs the human resources function of the Employer. The Partner Resources Manager for Store 2390 and District 3032 covers all of Area 35 and Area 109, approximately 200 stores in total. The Partner Resource Manager attends Whedbee’s weekly meetings with his nine District Managers. The record contains no further detail on the interaction of the Partner Resources Manager with District 3032 or Store 2390.

The Employer also provides nationwide hotlines to its Partner Contact Center (“PCC”), Partner Relations Support Center (“PRSC”), and Business Ethics and Compliance Department (“E&C”). The hotline numbers serve as vehicles for employees to address questions concerning policies, workplace concerns, paycheck discrepancies, or general benefits questions. The numbers are posted in the store’s Daily Record Book, which generally provides space for noting store-specific clerical issues (e.g., timeclock corrections). The 5-year shift supervisor and the 4-month shift supervisor11 testified that they had never used the PRSC or E&C and that they bring workplace concerns to the Store Manager. This is consistent with the Employer’s policies and guidelines provided to employees which establish Store Managers as the point-people for resolving employee concerns, questions, or complaints. The Employer’s handbook, known as the “Partner Guide,” directs employees to contact their Store Manager with questions regarding employee dress code, time-off requests, and other Employer policies, standards, and procedures.

Store Managers oversee, manage, and are responsible for the day-to-day operations at each individual store and report to their corresponding District Manager.12 Stores employ shift supervisors, and some locations also employ an ASM. Shift supervisors and ASMs provide leadership coverage in the event the Store Manager is not available to manage the store. The typical leadership structure at individual stores is topped by the Store Manager, followed by the ASM, if one is employed at the store, and shift supervisors. Store 2390 does not have an ASM. The 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.”

Individuals tasked with running the store’s sales floor are considered “key holders.” Key holders are individuals in leadership positions and may include the Store Manager, ASM, and shift supervisor. Key holders at Store 2390 open the store, delegate roles for employees on the floor, perform cash management, and are responsible for inventory management on order days.

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10 Also referred to in the record as the Partner Resources Center. I note that, at times, the record is unclear whether witnesses are referring to the PCC or PRSC.

11 The shift supervisor has been employed as a shift supervisor at Store 2390 for approximately four months and will be referred to throughout the decision as the “4-month shift supervisor.”

12 No Store Managers for District 3032, including current Store Manager Nelson or former Store Managers at Store 2390, testified at the hearing.
Store Managers are typically assigned to a single store but may be assigned to multiple stores in the event there is an extended need for a Store Manager at another store. For example, a Store Manager, in addition to managing the home store, may be tasked to cover another store if another Store Manager is on extended leave or if a new store is opening and staffing for the new store has not been finalized. District Manager Weber testified that a Store Manager in District 3032 is currently dual managing Store 2303. The record does not indicate whether a Store Manager has or can dual-manage stores in different districts.

According to Whedbee, he averages one to two visits each year at each store in Area 35. Specifically, he visited Store 2390 twice in 2021. He also expects District Managers to visit each store in their district two to three times per month. The 5-year shift supervisor, who has worked at Store 2390 since April 2019, testified that she observed the District Manager’s visits to Store 2390 approximately five to seven times during that 34-month period, each visit lasting about an hour in length. She further testified that she had one conference call with the District Manager over the same period, which was a Round Table attended by shift supervisors to discuss the performance of the then Store Manager. According to Weber, she visits each store in her district an average of two to three times per month, in line with the Employer’s expectations. The 4-month shift supervisor testified that she has seen Weber at the store three times in the three weeks since Weber became District Manager of District 3230. One visit was a Round Table, when shift supervisors discussed the performance of recently-appointed Store Manager Nelson.

In addition to store visits, Weber testified regarding various regular meetings among District 3032 Store Managers, ASMs, and shift supervisors. Specifically, she hosts a call every Monday and a biweekly “connect setup” with Store Managers and ASMs. The record contains minimal detail and no specific examples of these Monday calls or connect setups. Weber also conducts district meetings approximately every six weeks. Weber further testified that she hosts shift supervisor listening sessions approximately every six weeks, where shift supervisors have the opportunity to ask her questions. The record does not indicate how many shift supervisors attend or participate in these listening sessions, including any from Store 2390. She also testified that she virtually attends some shift supervisor meetings, which she expects to be held weekly between a Store Manager and their shift supervisors. The record does not disclose if Weber has attended a shift supervisor meeting for Store 2390. According to Weber, baristas in District 3032 reach out to her on a weekly basis regarding concerns or issues.

According to Weber, Store Managers and ASMs have access to Workplace from Meta, an internal Facebook-like platform. Weber testified that Store Managers communicate daily with each other or with her on this platform. However, the record does not reflect the substance of these conversations or how often the Store Managers communicate with each other versus the District Manager.

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13 On October 28, 2021, the parent company of Facebook rebranded to Meta.

14 Weber testified that Store Managers post on their “group chat” with other store managers about inventory surpluses and shortages. However, the testimony does not further identify the “group chat.”
1. **Assignment and Direction**

The record reflects that specific tasks are assigned to employees by the “Play Caller.” The Play Caller is either the Store Manager or shift supervisor. To assist the Play Caller, the Employer has created, at the corporate level, the “Play Builder” tool which is used to project in-store workflow, product needs, and employee tasks and assignments. There is no requirement for Store Managers or shift supervisors to use Play Builder or to adhere to its suggested assignments, and the record fails to reveal any discipline for not using or adhering to Play Builder suggestions. The 4-month shift supervisor testified that she has never used Play Builder and did not know of any time a Store Manager at Store 2390 used the tool. The 5-year shift supervisor also testified that she does not use Play Builder and that the Store Manager at Store 2390 used it “very rarely.”

2. **Hiring**

Each store has a staffing level set by the Employer at the corporate level based on sales and other data. When hiring is necessary to maintain that staffing level, the Employer posts in-store signs and digital ads. The Employer has also used third-party websites such as Indeed.com. The mechanics of hiring are largely guided by corporate-level policies. The Employer has a standardized hiring process involving an application and an interview. The interview itself is generally conducted by a Store Manager with materials created at the corporate level, establishing both the process to be followed and the interview questions. Applicants may be interviewed by the Store Manager making the hiring decision, a Store Manager at a different location, or multiple Store Managers.  

The record reflects that the Store Managers are generally responsible for interviewing applicants. However, the 5-year shift supervisor testified that when she initially applied for employment with the Employer in Pennsylvania, she was interviewed by ASM first, and then the District Manager. The Pennsylvania Store Manager subsequently offered her the position.

The Employer holds hiring fairs at the district and area levels. A Store Manager or multiple Store Managers, with support from the District Manager, may organize the fair, where most if not all Store Managers in the district will interview applicants. Previous applicants already in the Employer’s “Taleo” database system, along with walk-ins, are invited to attend. At the fair, once an applicant has passed the Employer’s prescreening process, an applicant will then be interviewed for a position. Store Managers conduct interviews and determine who will be hired. The District Manager does not have a role in this part of the hiring process. The distinction provided in the record is that a District Manager plays a role in determining whether hiring will be done but not who will be hired, which is a decision made by the Store Manager. There is no record evidence of the District Manager in District 3032 taking a role in interviewing baristas or shift supervisors.

Store Managers are not required to limit hiring at fairs; they can and do perform in-store interviews and hiring of prescreened applicants without the need for a superior’s approval. Both supervisors testified that the Store Manager conducts in-store interviews. The 4-month shift supervisor testified that she was only interviewed by the Store Manager.

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16 The Taleo system stores applicant data.
Individuals apply for a position at a specific store but may be offered positions at a store nearby if their availability better suits that store’s needs.

3. Training

Once hired, the Store Manager typically provides new employees with orientation, called “First Sip,” and provides onboarding paperwork, including the Partner Guide. Store Managers review with the new employees the policies in the Partner Guide along with an ethics and compliance handbook.

New employees complete approximately twenty to twenty-one hours of training, including an additional two hours if the store has a drive-thru. Training includes modules, created by the Employer at the corporate level, and time spent performing tasks on the floor. Regional Director Whedbee testified that training was done by Store Managers and barista trainers. However, the 5-year shift supervisor testified that she has only seen barista trainers train new employees in her thirty-four months at Store 2390. Barista trainer is not a separate classification, but a designation the Store Manager applies to certain employees that results in additional pay when training a barista. According to the 5-year shift supervisor, the Store Manager schedules a barista trainer to work with a new employee and determines the order in which corporate-developed training modules will be completed. She further testified that the Store Manager may extend the time for completing a module based on the employee’s needs. Similarly, new shift supervisors complete training modules for that position.

Regional Director Whedbee testified that new hires may be trained somewhere other than their home store and barista trainers may go to another store to train new employees. He estimated that 30% of the newly-hired baristas and 20% of the new shift supervisors in Area 35 received training from outside of their home store. However, the record does not reveal that any newly-hired baristas or new shift supervisors at Store 2390 trained at another store. Nor is there any evidence that any barista trainers from Store 2390 went to another store to train new employees. Once a new barista or new shift supervisor completes their training, they do not need to be retrained if they work at or transfer to another store.

4. Scheduling and Time Off

Many of the Employer’s baristas are part-time employees. At the time of hire, each barista completes a partner availability form, and employees update them as necessary. The Employer’s “Partner Hours” and “Partner Planning” tool uses employee availability and demand forecasts to generate proposed schedules for each store. The record reflects that the Store Manager creates and modifies the schedule to ensure the appropriate staffing level and to ensure that it correctly reflects employee availability, including requests for time off. The Store Manager is responsible for approving employee requests for time off. If the request is made before the schedule is posted, the Store Manager approves it through the Partner Hours application. If the employee makes the request after the schedule is posted, the employee contacts the Store Manager for approval. The record does not contain any evidence that the District Manager plays a part in the scheduling of employees, including modifications to the schedule, or that the borders of the district impact filling staffing needs.
Whedbee testified that while ongoing overtime must be approved by District Manager, “one-off” overtime is within the discretion of Store Managers. However, Weber testified that Store Managers do not have to get her approval to exceed allotted labor hours. The Partner Guide states that overtime must be approved by the Store Manager and failure to receive approval may result in corrective action. The record contains no evidence of such discipline at Store 2390 or District 3230.

The Employer expects employees to find their own coverage if they are unable to work a scheduled shift. There are no restrictions on obtaining coverage. However, if an employee from a different store works the shift, employees must notify the Store Manager of the home store and the destination store so that the hours are correctly allocated. To find coverage, employees may call or text each other and may also communicate through chat groups via the app GroupMe. GroupMe is a third-party platform which was not created by the Employer and is not owned, facilitated, or administered by the Employer. Employees use GroupMe to create different group chats that may include employees from different stores. According to the 5-year shift supervisor, there is a leadership group chat, consisting of the Store Manager and shift supervisors, and a partner group chat of all employees for Store 2390. Store Managers may also reach out to employees to seek their cooperation to cover a shift.

Changes to the schedule, including shift swaps and other scheduling corrections such as fixing missed punches, are logged in a store’s Daily Record Book. Store Managers are ultimately responsible for ensuring that payroll is accurate. According to District Manager Weber, she audits the Daily Record Book “roughly once every six weeks” to gain insight into the culture by reviewing the notes and by verifying the credit card logs and mileage logs. The record does not indicate whether an audit may result in reward or corrective action for Store Managers or employees, or who would issue the reward or corrective action.

5. Evaluation, Promotion and Transfer

Store Managers evaluate employee performance via periodic “performance development” discussions with employees. Whedbee testified that Store Managers are responsible for having developmental conversations with employees, also referred to as “one-on-one” discussions. The 5-year shift supervisor testified that during the one-on-one conversations, the Store Manager addresses performance and provides feedback on how to improve performance.

Baristas have the opportunity for promotion to shift supervisor when a position becomes available. Previously, this process was largely delegated to Store Managers. However, due to recent revisions, the process of promotion to shift supervisor now largely mirrors the initial hiring process, with a formal application and interview. Both shift supervisors testified that the Store Manager interviewed and promoted baristas to shift supervisors. The 4-month shift supervisor further testified that the Store Manager encouraged her to apply for the promotion, conducted the interview, and then offered her the position. The record contains no evidence that the District Manager interviews candidates for shift supervisor or overrules Store Managers’ decisions.

17 Whedbee testified that District Managers conduct audits six times per year.
regarding these promotions. Nor is there any evidence of independent investigations by the District Manager into promotion recommendations. In addition, as addressed above, Store Managers may independently promote employees to the position of barista trainer, thereby issuing pay raises to employees.

If an employee is interested in a permanent transfer, they are free to contact the Store Manager of the destination store. The employee also completes a “transfer request form” and submits it to their current Store Manager, who in turn provides certain information and forwards it to the District Manager. The District Manager then routes that form to the Store Manager of the destination location. If the destination location has a sufficient staffing need, the destination Store Manager can approve the transfer. The District Manager’s participation appears to be limited to forwarding the transfer form. In fact, Whedbee testified that while Store Managers notify District Managers of the transfer, it is the originating and destination Store Managers who are responsible for transferring employees. There is no evidence of a District Manager overriding the decision of a Store Manager regarding a transfer.

6. Discipline and Termination

As with hiring, the Employer provides extensive materials produced at the corporate level to guide Store Managers in issuing discipline, up to and including termination. The record evidence identifies three levels of pretermination discipline: “documented coaching,” “written warning,” and “final written warning.” The Employer’s “Virtual Coach” tool functions as a decision tree to assist Store Managers in assessing potential disciplinary incidents and deciding the corrective action. Store Managers are not required to use or follow the Virtual Coach’s suggested actions. In addition to issuing discipline, Store Managers are also tasked with discharging employees at the store level. While some situations involving the discharge of an employee may require Store Managers to discuss and seek the assistance from either the District Manager, Partner Resources Manager, or Partner Relations, the Store Manager is the individual tasked with effectuating the discharge of employees.

Weber testified that while Store Managers are encouraged to use the “Virtual Coach” function, there is no requirement that it be utilized. Weber testified that Store Managers are not required to “partner” with her on corrective actions involving blatant violations. However, she testified that she asks Store Managers to “at least have a conversation” with her about corrective actions when it is “muddier” or involves partner relations issues. The record does not indicate whether these conversations actually occur or how often, or if such a conversation has ever modified a Store Manager’s determination to issue a corrective action. Weber indicated that Store Managers have invited her to “sit in on” corrective actions and separations. However, Weber did not conduct independent investigations or alter the level of discipline. For example, in an attendance-based separation, Weber reviewed the termination letter to ensure it referenced the correct policy numbers and incident dates. An employee can appeal a corrective action by contacting Partner Relations.

B. Employee Skills, Functions, and Working Conditions
Store employees use a common skillset to prepare and sell identical products at all of the Employer’s stores across the country, including those stores located in District 3032. Employees are required to follow the same operating and policy manuals developed at the Employer’s headquarters in Seattle, Washington, which specify what food items will be sold, the menu prices, and how to display and prepare food and drink items. Similarly, baristas and shift supervisors in District 3032 operate the same type of equipment and follow the same procedures and routines when preparing and serving food and drinks as employees do nationwide. Company-wide policies and procedures also govern opening the store, clocking in and out, placing and closing transactions, and cleaning equipment.

Employee wages are determined by the Employer’s compensation team headquartered in Seattle, Washington. Thus, wage scales for employees in District 3032 are the same at each store. As noted above, Store Managers may promote employees to the position of barista trainer, thereby issuing pay raises to employees, without seeking prior approval.

Employee benefits are also determined by the Employer at a national level. Employees receive the same benefits, including: vacation, time-off, and family leave benefits; health, dental, vision, life, and disability insurances; stock grants; investment and 401(k) plans; education benefits; COVID-19 benefits; food discounts; and free coffee and food while working.

The Employer also sets store operating hours depending on the needs of the local community. Weber testified that she sets the operational hours for each store in District 3032, and the record shows that the eleven stores in the District do not have the same hours of operation. Store Managers generally lack authority to change store hours, except for exigent circumstances. For example, Store Managers closed stores early due to COVID-19 outbreaks and staffing shortages caused by COVID-19 outbreaks.

Within District 3230, Stores 2390 and 2356 employ security guards because of a higher-than-normal incidence of disruptive behavior, including threatening customers. Whedbee determined the need for security guards to keep employees and customers safe and “took point on the original discussions [with] the CPD [Cleveland Police Department] for their off-duty services.” The record does not indicate if there were follow-up discussions, who was involved, who finalized contracts with CPD, or who schedules the security.

C. Employee Interchange

Employees are assigned to a “home store,” generally the store where they were interviewed and where they will be oriented, trained, and regularly scheduled for work. However, employees can and do work shifts at stores besides their home store, which the Employer refers to as a “borrowed employee.” The record evidence demonstrates this temporary interchange is typically voluntary and may be initiated by employees seeking additional hours. The 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.

Whedbee gave examples of temporary store closures in District 3032, including: Store 2309 in downtown Cleveland when the city issued a curfew from May 31 to June 2, 2020; Store
2356 for approximately two to three weeks because the facility was damaged; Store 2303 in Beachwood for approximately six to eight weeks starting around October 2021 because of a temporary closure. During store closures, employees are offered the opportunity to work in other stores. There is no evidence that employees from closed stores are required to work in another store.

Employees can be disciplined for refusing to work shifts they accepted, but employees cannot be forced to accept shifts at other stores. Store Managers can contact employees to seek their cooperation to cover a shift. However, the record contains no examples of discipline for an employee refusing to accept an unscheduled shift. As discussed above, employees are responsible for finding coverage for scheduled shifts they cannot work. To find coverage, employees may call or text each other and may also communicate through chat groups via the app GroupMe.

Whedbee testified that “partners are expected to work in their geographic area” and not only at their “home store.” Similarly, Weber testified that a Store Manager “can schedule a partner to work at a neighboring store.” The record contains no instances of the Employer scheduling employees to work at nonhome stores unless requested by the employee. In addition, nothing in the record indicates that the nonhome stores be within District 3032. The 5-year shift supervisor testified that during her 34-month period at Store 2390, she has worked once at another store, when asked by her Store Manager to provide temporary coverage for a nearby store having an all-partner meeting. The record does not indicate that any negative consequences would have resulted if she declined the request.

At hearing, the Employer provided raw data regarding employees working in District 3032 during the period from April 29, 2019 through January 2, 2022. The raw data includes information regarding the amount of interchange among thirteen stores\(^\text{18}\), excluding Store Managers and ASMs, in District 3032 during that time period. The Employer also provided a report and data analyses by economist Dr. Abby Clay Turner to further detail the nature of employee interchange in District 3032, including Store 2930.

The Employer highlights the following statistics from its data sets relating to District 3032 during the period from April 29, 2019, to January 2, 2022:

- Approximately 27.2% of employees worked in two stores or more (with 10% working in three or more stores) and, conversely, 72.8% of employees worked in a single store.

- Approximately 20.9% of employees worked at one other store besides their home store; approximately 11.5% of employees worked at two other stores besides their home store; and approximately 12.4% of employees worked at three or more other stores besides their home store.

The Employer highlights the following statistics from its data sets relating to the petitioned-for Store 2390 during the period from April 29, 2019, to January 2, 2022:

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\(^{18}\) While District 3032 currently contains eleven stores, two stores in District 3032 have permanently closed and one new store has opened since April 29, 2019, resulting in data from thirteen stores.
• Of the employees working at Store 2390, approximately 36.9% of employees worked only at Store 2390, and, conversely, 63.1% of employees worked in two stores or more.

• Of the employees working at Store 2390, approximately 26.2% of employees worked at one other store besides Store 2390; approximately 12.3% of employees worked at two other stores besides Store 2390; and approximately 24.6% of employees worked at three or more other stores besides Store 2390.

• Store 2390 was the home store for approximately 58% of all employees working at Store 2390, while the remaining 42% were assigned to other home stores.

• On average, borrowed employees were required for approximately 12% of total workdays in Store 2390 [without controlling for COVID-19, store openings and closings, or permanent transfers].

The Employer highlights the following statistics from its data sets for the pre-COVID-19 period from April 19, 2019 through February 2020:

• Across District 3032, approximately 27% of the partners worked in more than one store.

• Within Store 2390, approximately 75% of the partners worked in more than one store.

Petitioner highlights the following data as providing greater context and specificity regarding employee interchange:

• In fiscal year 2021, October 1, 2020 through September 30, 2021, 1.39% of shifts and 1.13% of hours worked at Store 2390 were worked by borrowed employees.

• In fiscal year 2020, 1.63% of shifts and 1.57% of hours worked at Store 2390 were worked by borrowed employees.

• The Employer’s analyses, after applying controls, show borrowed employees worked at Store 2390 only about 8% of the days it was open between April 29, 2019, and January 2, 2022, which averages less than one day every two weeks.

• The Employer’s analyses show that overall, on any given day, only about 1.8% of the partners across the entire District 3032 are working at a store that is not their home store.

D. Distance Between Locations

19 Some of the data took into account special circumstances (sensitivity controls), such as the Covid-19 pandemic, the opening and closing of stores, and permanent transfers.

20 I note the Microsoft Excel spreadsheet of Petitioner Exh. 601 misidentifies Area 35 as Area 10 in Questions 5 and 7 (referencing Tabs Q5 and Q7); however, the parties stipulated the underlying data came from files related to Cleveland and Area 35. See Board Exh. 6.
As noted above, all District 3032 stores are located in Cuyahoga County, Ohio, among four municipalities in the Cleveland metropolitan area. The Employer uses a population density average of 10,000 people per mile in deciding a store’s location. Due to constraints in real estate, locations may be opened in areas with population densities significantly below or above the 10,000 people per mile.21

Stores in District 3032 are spread across a geographic area with a 15-mile radius and range from less than one mile to eight miles apart. According to maps provided by the Employer, Store 2390 is part of a 4-store grouping in downtown Cleveland and geographically located in the west center of the eleven current District 3032 stores.

E. Bargaining History

The Employer has no bargaining history with Store 2390 or any store in District 3032.

III. BOARD LAW

As addressed earlier in my decision, the Board has a well-established presumption that a petitioned-for single-facility unit is 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). It has long applied the single-facility presumption to individual stores in the retail industry. Haag Drug Co., Inc., 169 NLRB 877, 877 (1968) (“Absent a bargaining history in a more comprehensive unit or functional integration of a sufficient degree to obliterate separate identity, the employees’ ‘fullest freedom’ is maximized … by treating the employees in a single store … as normally constituting an appropriate unit for collective bargaining purposes”). See also, Sav-On Drugs, Inc., 138 NLRB 1032 (1962). The factors described earlier in my decision—central control over daily operations and labor relations, including extent of local autonomy; similarity of employee skills, functions, and working conditions; degree of employee interchange; distance between locations; and bargaining history—apply in the retail chain setting. See, for example, Red Lobster, 300 NLRB 908, 912 (1990). See also, Foodland of Ravenswood, 323 NLRB 665, 666 (1997)

In Haag Drug Co., Inc., the Board explained that “where 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” (emphasis added). Id. at 879.

The question is whether a single petitioned-for store’s employees “alone constitute an appropriate unit…. ‘There is nothing in the statute requiring 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

21 Testimony from Store Development Director Karen Parrott in another proceeding, which was incorporated into this record, reflects that a store may be opened at a location with a population density of 6,000 people per mile, or at a location with a population density of 15,000 per mile, and that the population densities may balance out to 10,000 people per mile over the course of several miles.
unit be appropriate” (emphasis in original). *Foodland of Ravenswood*, 323 NLRB at 666 (quoting *Morand Bros. Beverage Co.*, 91 NLRB 409, 418 (1950)); see also *Haag Drug*, 169 NLRB at 877 (“It is elementary that more than one unit may be appropriate among the employees of a particular enterprise”).

The party contesting a petitioned-for single-facility unit bears the “heavy burden of overcoming the presumption … [by] demonstrate[ing] integration so substantial as to negate the separate identity” of the single-facility unit. *California Pacific Medical Center*, 357 NLRB 197, 200 (2011) (quoting *Mercy Sacramento Hospital*, 344 NLRB 790, 790 (2005)). The Board requires specific detailed evidence, including tangible examples, to establish the presumption has been rebutted. See, for example, *Starbucks Corporation*, 371 NLRB No. 71, slip op. at 2 (February 23, 2022) (*Starbucks Mesa*) (“Because the Employer bears the burden of proof here, it must provide more than conclusory evidence to establish that its Store Managers have little discretion in personnel matters, especially where there is specific evidence indicating otherwise.”) 22

**IV. APPLICATION OF BOARD LAW TO THIS CASE**

Based on the record evidence and for the reasons detailed below, I conclude that the Employer has failed to meet its heavy burden. Its evidence has failed to demonstrate that the eleven stores within District 3032 are so functionally integrated that the petitioned-for store has lost its separate identity. The record reflects that the baristas and shift supervisors at Store 2390 perform their day-to-day work under the immediate supervision of the local Store Manager who has significant autonomy over operational and personnel matters at the local level. In addition, there is a lack of significant interchange between Store 2390 and other District 3032 stores. Overall, the majority of the factors considered by the Board in the single-facility presumption context either weigh in the Petitioner’s favor or are neutral. Thus, the Employer has failed to meet its burden.

**A. Central Control over Daily Operations and Labor Relations, including Extent of Local Autonomy**

The functional integration of two or more facilities in substantial respects may weigh heavily in favor of a more comprehensive unit, but it is not a conclusive factor. See *Dixie Belle Mills*, 139 NLRB at 632. Local autonomy of operations militates toward a separate unit. *Hilander Foods*, 348 NLRB 1200, 1202–1205 (2006); *New Britain Transportation Co.*, 330 NLRB 397 (1999); *D&L Transportation, Inc.*, 324 NLRB 160, 161 (1997); *Bank of America National Trust & Savings Assn.*, 196 NLRB 591, 593, 595 (1972). See also *Massachusetts Society for the Prevention of Cruelty to Children v. NLRB*, 297 F.3d 41, 47 (1st Cir. 2002). Even where there is substantial centralization of authority and considerable product integration between facilities, the Board has held that a single facility could constitute a separate appropriate unit if the requested facility retained a substantial degree of autonomy. See *Black & Decker Mfg. Co.*, 147 NLRB 825 (1964).

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22 At the outset of the hearing in this matter, the hearing officer set forth the Board’s presumption for a single-store unit in the retail industry and the burden for rebutting the presumption, including the Board’s standard of specific detailed evidence.
The Employer operates a highly centralized multinational retail chain of stores 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 planning, design, and layout, and product offerings, placement, marketing, and promotions, as evidence of functional integration. Notwithstanding the Employer’s evidence of centralized operations, such a circumstance is not considered a primary factor in the consideration of single-store units in the retail industry. *Haag Drug*, 169 NLRB at 878 (“though chainwide uniformity may be advantageous to the employer administratively, it is not a sufficient reason in itself for denying the right of a separate, homogeneous group of employees, possessing a clear community of interest, to express their wishes concerning collective representation”); see also *Angeli’s Super Valu*, 197 NLRB 85, 85 (1972) (noting 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”).

The Board recently examined the operational role of the Employer’s Store Managers in *Starbucks Corporation*, 371 NLRB No. 71 (February 23, 2022) (*Starbucks Mesa*). In *Starbucks Mesa*, the Board specifically addressed the Employer’s argument that its automated tools and company-wide policies limit its store managers’ discretion over “the daily matters which make up [employees’] grievances and routine problems.” *Id.* (citing *Haag Drug*, 169 NLRB at 878). The Board noted that in that case, petitioner adduced specific evidence that store managers “do, in fact, play a significant role in adjusting schedules, approving time off and overtime, evaluating employees, conducting interviews and hiring employees, and imposing discipline.” *Id.*, slip op. at 2. The Board acknowledged that while the Employer maintains nationwide tools and policies, the store managers “implement these tools and policies at the local level and make adjustments as needed in real time.” *Id.* The Board determined that given the Employer’s burden of proof, the Employer needed to “provide more than conclusory evidence to establish that store managers have little discretion in personnel matters, especially where there is specific evidence indicating otherwise.” *Id.*

Other recent decisions involving the Employer have reached the same conclusion with respect to local control. *Starbucks Corporation*, 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 Corporation*, 10-RC-288098 (March 22, 2022) (unpublished) (denying the Employer’s request for review, finding that the case was not materially distinguishable from *Starbucks Corporation*, 371 NLRB No. 71 (2022) (*Mesa*)); *Starbucks Corporation*, 03-RC-282115 et al. at fn. 2 (December 7, 2021)(unpublished) (*Buffalo I*) (denying the Employer’s request for review and finding that the Employer failed “to rebut petitioner’s specific evidence that store managers play a significant role in adjusting schedules, approving time off and overtime, evaluating employees, conducting interviews and hiring employees, and imposing discipline”); *Starbucks Corporation*, 01-RC-287618 et al. (April 6, 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).
I find that the facts here are very similar to those found in the Board’s recent *Starbucks* decisions, as noted above. While the Employer generally contends that its automated tools, companywide policies, and districtwide practices limit Store Managers’ discretion over in-store daily matters, the evidence adduced at hearing and incorporated into the record demonstrates that Store Managers exercise discretion over many daily operational and labor relations matters, including interviews and hiring, training employees, evaluating and promoting employees, transferring employees, imposing or effectively recommending discipline and termination, preparing and adjusting work schedules, and approving time off and overtime.

In terms of hiring, the Store Managers interview job applicants and make hiring decisions. While District Managers may facilitate hiring fairs, there is no direct evidence of District Managers participating in applicant interviews at the fairs. Although many aspects of the hiring process are centralized, such as uniform corporate materials used for the interview, the record reflects that the Store Managers make hiring decisions. The record contains no evidence that the current District Manager or former District Managers played a role in interviewing or selecting job applicants at the petitioned-for store.

The Store Managers also conduct orientations and establish the training plan for new employees. While the training modules are created at the corporate level, the Store Managers make the decision regarding who will conduct the training, including independently deciding which employees may serve as a “barista trainer,” the order in which the modules will be completed, and whether the training period should be extended. The District Manager is not involved in this process.

Store Managers observe and evaluate employee performance through performance development discussions and issue or effectively recommend discipline and termination. While the Employer makes available the Virtual Coach as a disciplinary guide, Store Managers are not required to use it. Though District Managers and Partner Resources Managers may become involved in disciplinary action and employee terminations, the record contains no examples of District Managers conducting independent investigations of disciplines or evaluations. See, e.g., *Red Lobster*, 300 NLRB at 911 (noting importance of independent investigation by upper-level management on matters such as discharges).

Store Managers also play a central role in promotions, including promotions to shift supervisor and barista trainer. There is no evidence that the District Manager interviews candidates for the shift supervisor position, evaluates the candidate, or overrules a Store Manager’s promotion decision. In addition, the Store Managers independently determine who will be a barista training. Store Managers are also responsible for facilitating permanent transfers. There is no evidence of a District Manager overriding the decision of a Store Manager regarding a transfer.

Store Managers prepare and modify work schedules and approve time off. The record further reflects that Store Managers can approve overtime work. While the Employer’s corporate scheduling tool assists in creating the basic schedule, the Store Manager has clear discretion over modifications to the schedule and approving leave requests and overtime. Although the District Manager decides the hours of operation, there is no evidence that the District Manager has any direct involvement in schedule modifications or leave requests.
In terms of assignment and direction of work, the Employer argues that assignments are managed at the corporate level through its Play Builder tool, which offers standardized guidance on where employees should work on a particular shift. However, the record reflects that the local Play Caller decides who works in each role and that the Play Builder tool is rarely used at the store. The Employer argues that fact that petitioned-for unit shift supervisors make such assignments further demonstrates that the assignments are not evidence of discretionary local autonomy. However, shared authority at the local level still demonstrates local authority. See generally, Esco Corp., 298 NLRB 837, 840 (1990) (holding single-facility presumption was not rebutted due, in part, to nonsupervisory employee’s oversight of warehouse operations).

The Store Manager is also responsible for handling employee concerns at their individual stores. While the Employer argues that partners’ workplace concerns are centrally handled by PRSC, the two shift supervisors testified that they have never used it. Moreover, District Managers are simply not present in Store 2390 with enough frequency to serve as supervisory eyes and ears. District Manager Weber oversees eleven stores, including Store 2390, and visits the stores about two to three times a month. See Walgreen Co. v. NLRB, 564 F.2d 751, 753 fn. 4 (7th Cir. 1977) (finding ratio of 8 district managers supervising 124 stores “alone create[s] serious doubts about the extent to which [] district managers can exercise substantial day-to-day supervision of each store”), enf. 226 NLRB 553 (1976) and 226 NLRB 548 (1976). See also, Red Lobster 300 NLRB at 908, fn.4 (finding local autonomy even where upper-level supervisors were present in stores about one full day each week); Renzetti’s Market, Inc., 238 NLRB 174, 175–176 (1978) (emphasizing daily supervisor is “better able to comment on the job performance of employees over whom he has constant supervision”).

The cases cited by the Employer in which the Board found the single-store presumption to be rebutted involved local managers whose autonomy was much more limited than here. For example, in Super X Drugs of Illinois, 233 NLRB 1114, 1114–1115 (1977), the district manager rather than the local manager conducted initial hiring interviews, had authority to hire, conducted employee reviews, observed employees’ work and discussed their work with store managers, and discussed problems and grievances with employees. The district manager’s approval was required for all discipline, leaves of absence, promotions, and pay raises. In addition, the district manager in Super X visited each store an average of once every two to three weeks, for periods of time lasting from four hours to the entire workday. Similarly, in Big Y Foods, Inc., 238 NLRB 860 (1978), the Board, in finding that the employer rebutted the presumption, explicitly relied on a company official’s “frequent visits” to three stores and a corporate officer’s sole responsibility in selecting prospective employees and disciplining current employees, including termination, except in easily resolvable minor incidents. Here, the Store Managers are responsible for hiring and have the authority to independently discipline and terminate employees. The Store Manager, rather than the District Manager, evaluates employees, handles grievances, and can independently promote employees to the position of barista trainer. Moreover, the District Manager historically visited Store 2390 an average of two to three times per year for about one hour. While the record shows

23To that point, the Employer also notes in its brief that shift supervisors can modify product orders which also establishes a lack discretionary local autonomy since this is a task performed by assertedly non-supervisory employees.
current District Manager Weber visits more frequently, it does not detail the length of her visits or indicate any employment-related actions she has taken as a result of the meetings.

And finally, the Employer’s reliance on Kirlin’s, Inc. of Central Illinois, 227 NLRB 1220, 1220-21 (1977) is also misplaced. There, unlike here, the Board noted the district supervisor visited each store on a weekly or biweekly basis and “handle[d] any problems that … occur[red] in the day-to-day operations of the stores” during the visits. Id. at 1221. There, the district supervisor also reviewed job applications, shared final termination authority with the corporate headquarters, and authorized scheduled overtime subject to review by headquarters. In addition, the petitioned-for store was located 100 feet from another company-owned store in the same mall. In those circumstances, the Board found the petitioned-for single-store unit to be inappropriate.

Here, unlike the cases cited by the Employer, the record evidence establishes, and I find, that Store Managers, including the Store Manager at 2390, are vested with significant autonomy in handling a range of operational and labor relations matters at the local level, notwithstanding the existence of centralized policies and procedures. Thus, this factor weighs in favor of the appropriateness of a single-store unit.

B. Employee Skills, Functions, and Working Conditions

Also relevant to the unit-determination analysis is whether employees at the various facilities perform similar functions using similar skills, and whether they share common terms and

24 See Cargill, Inc., 336 NLRB 1114, 1114 (2001) (finding local autonomy when supervisors make assignments, supervise work, schedule maintenance inspections, impose discipline, handle initial employee complaints, and schedule vacations); Foodland of Ravenswood, 323 NLRB at 667 (“responsibility … to hire part-time employees, to schedule and assign employees, to approve overtime, to grant time off, to impose and recommend discipline, to evaluate employees and recommend their promotion, and to resolve and handle formal and informal employee grievances, constitutes significant evidence of local authority over employees’ status such that centralized control over other matters does not overcome the appropriateness of a single-store unit.”); Eschenbach-Boysa Management Co., Inc., 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”); Renzetti’s Market, 238 NLRB at 174 (finding merit to petitioner’s contention that such factors as centralized administrative control, uniform fringe benefits, and interdependence of the stores’ operations were outweighed by the “factor which is of chief concern to the employees,” the day-to-day working conditions, including discipline, scheduling, requests for leave, and handling routine grievances); Bud’s Thrift-T-Wise, 236 NLRB 1203, 1204 (1978) (finding, although central labor policies circumscribed authority, store managers exercised autonomy in interviewing, scheduling, granting time-off, adjusting grievances, evaluating employees, and making effective recommendations for hiring, discipline, and firing); Lipman’s, 227 NLRB 1436, 1437 (1977) (“With regard to local autonomy, we find that supervisory personnel at the store level exercise considerable authority in personnel matters. While the personnel director makes final decisions as to discipline, schedules vacations, arranges for transfers, and handles grievances brought to her, in our opinion, the store manager and the personnel clerical at the downtown store also have and exercise substantial authority in the personnel area, in that the store manager evaluates and reprimands employees and the personnel clerical interviews, hires, schedules employee shifts, vacations, and overtime, and adjusts grievances.”); Walgreen Co., 198 NLRB 1138, 1138 (1972) (finding store manager’s autonomy significant where they had authority for most hiring and district managers visited individual store monthly); Haag Drug, 169 NLRB at 879–880 (stating store managers are generally autonomous in rating employee performance, hiring and firing, and handling routine grievances).
conditions of employment. *Hilander Foods*, 348 NLRB at 1200. No meaningful dispute exists that employees’ wages and benefits are uniform throughout District 3032 and established by corporate leadership. I note that Store Managers may recommend a higher starting wage for new employees based on the employee’s experience, but such variance must be approved by the Partner Resources Manager. The stores across the country have generally the same rules and policies. The Board has long held that while the standardization of centrally established benefits is of some significance, it should not overshadow other important factors where the uniformity is not greater than is characteristic of retail chain store operations generally. *Haag Drug Co.*, 169 NLRB at 877.

Likewise, employees’ skill sets are largely the same in Store 2390 as in any other store in District 3032. However, these facts are largely true of all the Employer’s stores nationwide. The record evidence, including evidence incorporated from other cases in Arizona and New York, fails to show any meaningful difference in skills among stores or districts. Although District 3230 contains stores with café-only and café-and-drive-thru layouts and both Store 2390 and Store 2536 have security guards, the Board has not found these differences significant. See *Starbucks Corporation*, 371 NLRB No. 71, slip op. at 2 (February 23, 2022) (*Starbucks Mesa*) (finding the existence of a drive-thru not to be a meaningful difference in working conditions); *Starbucks Corporation*, 19-RC-287954 at fn. 1 (March 22, 2022)(unpublished) (declining to “rely on the Regional Director’s conclusion that the vandalism and safety concerns unique to this store render this factor ‘mixed’”).

As is typical of retail chain stores, the differences in employees’ skills, job functions, and working conditions are insignificant among stores throughout the United States and fail to distinguish either Store 2390 or District 3032 from any other store or grouping of stores.

I conclude that this factor does not weigh in favor of a single store unit. However, I find that any uniform skills, functions, and working conditions across District 3032 are outweighed by other factors, specifically the Store Managers’ local autonomy over personnel decisions and the lack of significant interchange between Store 2390 and the other stores in District 3032 as addressed below.

C. Employee Interchange

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

Here, the Employer argues that its data shows significant interchange throughout District 3032, including interchange between Store 2390 and other District 3032 stores. It further emphasizes that employee interchange is facilitated by a corporate culture that “expects” employees to work anywhere in the district as well as the informal third-party group chat used by employees to cover and swap shifts.

In terms of District 3032, the Employer relies on its data showing that approximately 27.2% of employees worked in two stores or more during the period from April 29, 2019 to January 2, 2022. In terms of Store 2390, the Employer highlights that about 63.1% of the employees worked in two or more stores whereas approximately 36.9% of employees worked only at Store 2390. In addition, Store 2390 was the home store for approximately 58% of all employees working at Store 2390, while the other 42% of employees were assigned to other home stores. The Employer further notes that on average, without controls for COVID-19, store openings and closings, or permanent transfers, borrowed employees were required for approximately 12% of the total workdays in Store 2390 for that period. 25

Petitioner argues the Employer’s analyses fail to show regular interchange between Store 2390 and other District 3032 stores, as it does not account for the actual frequency or duration an employee worked at one store or another. By way of example, Petitioner notes the 5-year shift supervisor has worked only one 3-hour shift outside of Store 2390 during the 30-month period analyzed. Yet, the Employer’s analyses count her as part of the 27.2% of employees in District 3032 working in more than one store and part of the 63.1% of Store 2390 employees working in one or more other District 3032 stores.

The Employer’s own data shows that the interchange is insignificant when examining the percentage of hours and shifts worked by borrowed partners. Specifically, the Employer’s 2021 fiscal year data that ended October 3, 2021, shows that borrowed partners worked 1.39% of shifts, and 1.13% of hours at Store 2390. In the prior 2020 fiscal year, borrowed partners worked 1.63% of the shifts and 1.57% of hours.

The Board recently found similar percentages of borrowed partners insufficient to establish frequent or regular interchange. For example, in *Starbucks Corporation*, 371 NLRB No. 71, slip op. at 1-2 (February 23, 2022) (*Starbucks Mesa*), the Board agreed with the Regional Director that the data provided by the Employer was “insufficient to rebut the presumption in favor of a single-store unit.” Id., slip op. at 1. The Board recognized that statistics on interchange “must be assessed in the context of the relevant legal test, where the key question is the nature and degree of

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25 I recognize that some of the Employer’s data did account for sensitivity controls. However, the Board has found that the lack of a cumulative control do not meaningfully “skew” the data on interchange. See *Starbucks Corporation*, 371 NLRB No. 71, slip op. at 1 fn. 2 (*Starbucks Mesa*) (inclusion of Store Managers and ASMs); *Starbucks Buffalo II*, 03-RC-285929 at fn. 1(March 7, 2022)(unpublished) (lack of cumulative control for closures, openings, and permanent transfers).
interchange and its significance in the context of collective bargaining.” *Id.* In examining the data presented by the Employer purportedly showing that over 50% of the petitioned-for employees worked at two or more stores in the time period in question, the Board noted that the number did not reflect how often the petitioned-for employees worked at other locations or how often “borrowed” employees worked at the petitioned-for store. *Id.* The Board highlighted that, by contrast, the petitioner had cited to data reflecting that during the recent fiscal year fewer than 2% of shifts at the petitioned-for store were worked by borrowed partners. The Board determined that “the available statistics do not establish that the petitioned-for employees regularly or frequently interchange with employees” in the district “and instead indicate that any interchange is limited and infrequent.” *Id.* The Board further noted that the record failed to establish frequent contact between the petitioned-for employees and employees from other stores within the same district. *Id.* The Board thus reasoned that “this limited evidence of interchange and contact also reflects that employees at [the petitioned-for store] can operate with relative independence” and that, as such, “the nature and degree of interchange does not favor rebutting the single-store presumption because it does not negate the separate community of interest the [petitioned-for] employees are presumed to share.” *Id.*

In addition, employee testimony, including that incorporated into the record, establishes interchange is largely voluntary. Voluntary interchange “carries less weight in the Board’s analysis.” *Starbucks Corp.*, 371 NLRB No. slip op. at 1 fn. 5 (February 23, 2022) (*Starbucks Mesa*) (citing *New Britain Transportation*, 330 NLRB at 398) (“voluntary interchange is given less weight in determining if employees from different locations share a common identity”). See also *Red Lobster*, 300 NLRB at 911 (“the significance of that interchange is diminished because the interchange occurs largely as a matter of employee convenience, i.e., it is voluntary”). Employees use a third-party chat interface to arrange, request, and accept shift swaps and shift coverage at their home stores or between stores. As such, employee interchange appears to be the responsibility and under the immediate control of employees. Though the Employer asserts that employees are expected and directed to cover shifts throughout District 3032 or face disciplinary action, the record evidence does not support the Employer’s assertions and instead indicates employees are not required to accept additional work hours or shifts. Moreover, no specific evidence was provided demonstrating employees have been disciplined for not volunteering or for declining additional shifts. Ultimately, testimony supports the conclusion that employees have the option of accepting or volunteering for shifts or hours at other stores.

Moreover, aside from borrowed hours worked by Store 2390 employees at other stores and at Store 2390 by nonhome-store employees, which I found to be insignificant, there is little evidence of regular contact between employees of different stores outside of addressing inventory

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26 See also *Starbucks Corp.*, 19-RC-287954, n.1 (March 22, 2022) (unpublished) (Board noted that “the statistics provided by the Employer here have the same shortcomings that we identified in *Starbucks Mesa*: they fail to establish regular interchange, and demonstrate instead that interchange between the petitioned-for employees and other employees in [the district at issue] is limited and infrequent”); *Starbucks Knoxville*, 10-RC-288098 (March 23, 2022)(unpublished)(noting “even taking the Employer’s data and expert testimony at face value, the evidence of interchange here is insufficient to rebut the single-facility presumption”); *Starbucks Buffalo II*, 03-RC-285929 et al. at fn. 1 (March 7, 2022)(unpublished); *Starbucks Buffalo I*, 03-RC-282115 et al. at fn. 2 (December 7, 2021)(unpublished).
shortages. See e.g., *Hilander Foods*, 348 NLRB at 1203 (“There is no evidence … 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”); *Eschenbach-Boysa*, 268 NLRB 550, 551 (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”).

I further note that the data for Area 35 shows employees with Store 2390 as their home store worked a total number of 133.89 borrowed hours at other stores in District 3230 and 108.48 hours at stores outside of District 3230. In fiscal year 2021, Store 2390 employees worked 196.38 borrowed hours in District 3230 and 85.05 borrowed hours at stores outside of District 3230.27 Thus, there is no evidence that employees are limited in their movement by district lines.

Accordingly, I find that the level of employee interchange supports the petitioned-for single-store unit.28

**D. Distance between Locations**

Geography is frequently a matter of significance in resolving geographical scope issues. *Dixie Belle Mills*, 139 NLRB at 632; see also *Van Lear Equipment, Inc.*, 336 NLRB 1059, 1063 (2001); *D&L Transportation*, 324 NLRB at 162. Generally, facilities in close proximity to each other are distinguished from those which are separated by meaningful geographical distances.

The stores in District 3032 are not so proximate as to weigh strongly in favor of a larger eleven-store unit. They are up to thirty miles apart, although each store is within fifteen miles and some are less than five miles from at least one other location. Although the petitioned-for store is less than twelve miles from most other locations, it lies over twelve miles from the furthest store in District 3032. The Board has regularly found a multifacility unit inappropriate in cases involving closer or similar proximities. *Lipman’s*, 227 NLRB at 1438 fn.7 (finding single-store units appropriate where stores located only two miles apart); *Red Lobster*, 300 NLRB at 908, 912 (finding single-store units appropriate where stores were an average distance of seven miles apart and all within a twenty-two-mile radius); *New Britain Transportation*, 330 NLRB at 398 (“geographic separation [of six to twelve miles], while not determinative, gains significance where, as here, there are other persuasive factors supporting the single-facility unit,” citing *Bowie Hall Trucking Inc.*, 290 NLRB 41, 43 (1988)). Accordingly, in view of other factors supporting the single store unit, I find that the factor weighs in favor of the petitioned-for store unit.

**E. Bargaining History**

27 See Petitioner Exh. 601, Tab Q6. The record does not indicate whether Store 2390 employees worked any borrowed hours at stores outside of Area 35.

28 I find *V.I.M. Jeans*, 271 NLRB 1408, 1409 (1984), cited by the Employer for the premise that substantial interchange is not necessary to rebut the single-store presumption, to be easily distinguishable from the instant case. In *V.I.M. Jeans*, the company president and two other supervisors “shuttle[d] between the stores on a daily basis [to] go over payrolls, check orders, and examine equipment” (emphasis added) and the company president was “involved in all decisions concerning final disciplinary warnings and discharges.” Id. at 1408.
The Employer lacks a bargaining history for any store in District 3032, including Store 2390, or any history of bargaining in a more comprehensive unit. Thus, bargaining history is at best a neutral factor. If anything, it lends support to the appropriateness of a single-store unit in the present case. See Lipman's, 227 NLRB at 1438 (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” when finding single-store unit appropriate in a retail chain).

The Employer argues that finding the petitioned-for single-store unit to be appropriate would violate Section 9(c)(5) of the Act by giving controlling consideration to the extent of organization.29 As discussed above, the Board has relied on a single-store presumption for years, and Board decisions applying that presumption have been upheld by the appellate courts. While Section 9(c)(5) of the Act prevents extent of organizing from controlling the Board’s determination of unit appropriateness, the unit sought by a petitioner is always a relevant consideration. Lundy Packing Co., 314 NLRB 1042, 1043 (1994). Similarly, the D.C. Circuit explained that “Section 9(c)(5) requires only that the extent of organization not be the controlling factor; consideration of that factor among others is entirely lawful.” San Miguel Hospital Corporation v. NLRB, 697 F.3d 1181, 1185 (D.C. Cir. 2012). In finding the unit appropriate, I have applied the well-established single-facility presumption and found that the single-facility unit at the Store 2390 is appropriate.

The Employer also argues that allowing a single-store unit is not conducive to stable labor relations. In rejecting a similar argument, the Board explained, “[i]t does not necessarily follow that organization of only a portion of the chain would likely result in a lack of uniformity of working conditions through the chain, or if it would, that this necessitates rejecting [a single facility unit].” Haag Drug Co., 169 NLRB at 878.

V. CONCLUSION

Based upon the record and in accordance with the discussion above, I find that Petitioner’s petitioned-for unit limited to Store 2390 is appropriate. This case is not materially distinguishable from the other similar cases involving the Employer finding that the single-facility presumption has not been rebutted or that the unit requested by Petitioner is otherwise inappropriate.

Further, 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 stipulated, 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 Sections 2(6) and (7) of the Act, and it will effectuate the purposes of the Act to assert jurisdiction in this case.30

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29 Section 9(c)(5) 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. § 159(c)(5).

30 The Employer, Starbucks Corporation, a Washington corporation with headquarters located in Seattle, Washington, and facilities located throughout the United States, including Store 2390 located at 1374 West 6th
3. The parties stipulated, and I find that Petitioner is a labor organization as defined in Section 2(5) of the Act.

4. The parties stipulated, 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 Sections 9(c)(1) and 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 (the Unit):

   **Included:** All full-time and regular part-time Baristas and Shift Supervisors employed by the Employer at its Store # 2390 located at 1374 West 6th Street, Cleveland Ohio.

   **Excluded:** Office clerical employees, guards, professional employees and supervisors as defined in the Act.

VI. **DIRECTION OF ELECTION**

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

A. **Election Details**

I direct that the election be conducted by mail ballot, in accordance with the stipulation of the parties.

The ballots will be mailed to employees employed in the appropriate collective-bargaining unit at 4:45 p.m. ET on Tuesday, May 3, 2022, by personnel of the National Labor Relations Board, Region 8, 1240 East 9th Street, Room 1695, Cleveland, Ohio 44199-2086. 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 Tuesday, May 10, 2022, or otherwise requires a duplicate mail ballot kit, should communicate immediately with the National Labor Relations Board by calling the Region 8 Office at (216) 522-3715.

*Street, Cleveland, Ohio, 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 valued in excess of $5,000 directly from points outside the State of Ohio.*
The mail ballots will be commingled and counted at the Region 8 office at 2:00 p.m. (EDT) on Tuesday, May 24, 2022. In order to be valid and counted, the returned ballots must be received by the Region 8 office prior to the counting of the ballots. No party may make a video or audio recording or save any image of the ballot count.

B. Voting Eligibility

Eligible to vote are those in the unit who were employed during the payroll period ending April 17, 2022, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. Also eligible to vote are all employees in the unit who have worked an average of four (4) hours or more per week during the 13 weeks immediately preceding the eligibility date for the election. In a mail-ballot election, employees are eligible to vote if they are in the unit on both the payroll period ending date and on the date they mail in their ballots to the Board’s designated office.

Employees engaged in an economic strike, who have retained their status as strikers and who have not been permanently replaced, are also eligible to vote. In addition, in an economic strike that commenced less than 12 months before the election date, employees engaged in such strike who have retained their status as strikers but who have been permanently replaced, as well as their replacements, are eligible to vote.

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.

F. 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.

31 If, on the date of the count, the Regional Office is closed, or the staff of the Regional Office is working remotely, the count will be done remotely. If the Regional Director determines this is likely, a reasonable period of time before the count, the parties will be provided information on how to participate in the count by videoconference.

32 The parties stipulated to use of this formula, as set forth in Davison-Paxon Co., 185 NLRB 21, 23-24 (1970), to determine voter eligibility.
To be timely filed and served, the list must be received by the Regional Director and the parties by April 26, 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.33

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.

G. 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.

33 The Petitioner agreed to waive the 10-day period that it is permitted to receive the voter list prior to the opening of the polling period.
Failure to follow the posting requirements set forth above will be grounds for setting aside the election if proper and timely objections are filed.

VII. RIGHT TO REQUEST REVIEW

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

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

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

Dated: April 22, 2022

Iva Y. Choe, Regional Director
National Labor Relations Board, Region 8
Anthony J. Celebrezze Federal Building
1240 East 9th Street, Room 1695
Cleveland, Ohio 44199-2086
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 4:45 p.m. ET on Tuesday, May 3, 2022, by personnel of the National Labor Relations Board, Region 8, 1240 East 9th Street, Room 1695, Cleveland, Ohio 44199-2086. 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 Tuesday, May 10, 2022, or otherwise requires a duplicate mail ballot kit, should communicate immediately with the National Labor Relations Board by calling Board Agent Brett Jackson at (216) 303-7382, Assistant to the Regional Director Nora McGinley at (216) 303-7370, Region 8 Office at (216) 522-3715, or our national toll-free line at 1-844-762-NLRB (1-844-762-6572).

All ballots will be commingled and counted at the Region 08 Office on Tuesday, May 24, 2022 at 2:00 p.m. (EDT). In order to be valid and counted, the returned ballots must be received by the Region 8 office prior to the counting of the ballots. No party may make a video or audio recording or save any image of the ballot count.

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.
VOTING UNIT

EMPLOYEES ELIGIBLE TO VOTE:
Those eligible to vote are: All full-time and regular part-time Baristas and Shift Supervisors employed by the Employer at its Store # 2390 located at 1374 West 6th Street, Cleveland Ohio, who were employed during the payroll period ending Sunday, April 17, 2022. Also eligible to vote are all employees in the unit who have worked an average of four (4) hours per week during the 13 weeks immediately preceding the eligibility date for the election.

EMPLOYEES NOT ELIGIBLE TO VOTE:
Those not eligible to vote are: Office clerical employees, guards, professional employees and supervisors as defined in the Act.

UNITED STATES OF AMERICA
National Labor Relations Board
08-RC-288697
OFFICIAL SECRET BALLOT
For certain employees of
STARBUCKS CORPORATION
Do you wish to be represented for purposes of collective bargaining by
CHICAGO AND MIDWEST REGIONAL JOINT BOARD,
WORKERS UNITED/SEIU?
MARK AN "X" IN THE SQUARE OF YOUR CHOICE

YES

NO

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

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

RIGTS 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 (216)522-3715 or visit the NLRB website www.nlrb.gov for assistance.