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

On January 25, 2022, Workers United ("Petitioner") filed the instant petition seeking to represent all full-time and regular part-time baristas, shift supervisors, and assistant store managers ("ASMs")1 employed by the Employer at Store 60580, located at 425 Pike Street, Seattle, Washington ("Store 60580").2 The petitioned-for unit consists of approximately 17 employees.

The Employer opposes the scope of the petitioned-for single-facility unit and contends that the only appropriate unit is a multistore unit consisting of all 11 stores in District 142, the district within which Store 60580 is located,3 which consists of approximately 245 additional employees. Conversely, Petitioner contends the petitioned-for employees employed at Store 60580 constitute an appropriate single-facility unit.

1 I did not allow the parties to litigate the question of whether the ASM position was appropriately included in the petitioned-for units and the parties agreed to allow anyone in that classification to vote subject to challenge. However, the record shows that, at the time of the hearing, the Employer did not employ any ASMs at Store 60580. The record does not contain any evidence the Employer currently intends to hire an ASM at Store 60580.

2 Also referred to in the record as "5th & Pike."

3 The parties stipulated the following 12 stores, seven located in Seattle and five located in Bremerton, Washington, comprise District 142: Store 8847, Bremerton Conference Center (Bremerton); Store 301, Pike Place; Store 2937, Pier 55; Store 3347, 3rd & Madison; Store 60580, 5th Avenue & Pike Street; Store 113, Century Square; Store 16935, Kitsap Way & National (Bremerton); Store 57544, 6th & Warren (Bremerton); Store 2984, 1616 Bentley Drive (Bremerton); Store 14870, 1st & Pike, Seattle; Store 65375, 1st & University Pickup; Store 22724, Wheaton Way & Sylvan Way (Bremerton). I note that District Manager Amy Quesenberry testified that Store 113, Century Square, permanently closed in 2020 and is no longer a part of District 142.
A hearing officer of the National Labor Relations Board ("Board") held a videoconference hearing on February 14, 18, and 23, 2022. At the outset of the hearing, 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, and then the parties were provided with an opportunity to present their positions, call, examine, and cross-examine witnesses, to introduce into the record evidence of the significant facts that support their contentions, and to orally argue their respective positions and submit post-hearing briefs. The Employer and Petitioner both filed post-hearing briefs.

As set forth below, based on the record, the parties' briefs, and relevant Board law, I find that the record establishes that the petitioned-for baristas and shift supervisors at Store 60580 constitute an appropriate unit. Accordingly, I am directing a mail-ballot election.5

I. FACTS

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

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

Relevant to this case, Store 60580 is part of District 142, which is one of eight districts in Area 10, consisting of portions of the Seattle metropolitan area and the Olympic Peninsula. Nica Tovey is the Regional Director for Area 10. Area 10 is in turn part of Region 1, covering the Pacific Northwest, with a Regional Vice President based out of Seattle.

With respect to the petitioned-for employees, Jeremy Mackler is the Store Manager responsible for Store 60580. In turn, the Store Manager for Store 60580 is part of District 142, overseen by District Manager Amy Quesenberry. The composition of districts sometimes changes during a process known as realignment, in which particular stores may enter or leave a district. Currently, District 142 encompasses six stores located in downtown Seattle and five stores in Bremerton, Washington, which is across the Puget Sound from Seattle. The Employer

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4 The parties stipulated that the hearing officer take administrative notice of the records in 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"); Case 28-RC-286556 ("Mesa I"); Case 01-RC-287639 ("Boston I"); Case 19-RC-287954 ("Seattle I"); Case 19-RC-289455 ("Seattle II"); and Case 19-RC-288594 ("Eugene I"). They further stipulated they may rely on "the same as if such testimony and evidence was introduced in this proceeding."

5 Both parties agreed to a mail-ballot election.
Starbucks Corp.
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employs approximately 262 employees in the barista and shift supervisor classifications in District 142.6

Stores generally fall within one of four basic formats: café only, drive-thru only, café and drive-thru,7 and kiosk, which is smaller-space format.

1. Daily Operations

Store 60580 operates seven days a week, from 5:00 a.m. to 7:00 p.m., Monday through Friday, and 6:00 a.m. to 7:00 p.m. on Saturdays and Sundays. Store 60580 is a café store located inside a commercial building. Employees take orders in-person in the café or receive them from a mobile ordering system; prepare food and drinks; and operate the register as needed. The Employer’s stores are designed to provide a consistent experience for the customer across locations, with standardized menus, promotions, and store design.

The staff at Store 60580 currently includes approximately 11 baristas, seven shift supervisors, and one Store Manager. The Store Manager is the primary “keyholder,”8 in that he has a key to the store and the cash tills, but they may also designate shift supervisors as keyholders for certain shifts on the schedule. As discussed below, Store Manager Mackler exercises authority over certain personnel-related functions, such as hiring and scheduling. According to the Employer’s Partner Guide for U.S. stores, the “Store Manager is ultimately in charge of all store operations and directs the work of the assistant Store Manager(s), […] shift supervisors, and baristas. The Store Manager is responsible for personnel decisions, scheduling, payroll, and fiscal decisions.” At the time of the preelection hearing in this case, no ASMs work at Store 60580.

If the Store Manager is away for any extended period, such as on vacation, the Employer assigns a proxy Store Manager to cover the absent Store Manager’s responsibilities and provide support. Proxy Store Managers are not limited to covering stores in their district.

District Manager Quesenberry testified that her typical day is spent teaching and coaching the Store Managers in District 142. She also holds weekly Monday “huddles” with the Store Managers. Huddles are quick meetings to inform and clarify current happenings at the Employer. Quesenberry sometimes replaces huddles with promotional planning meetings for Store Managers and ASMs, which occur six times per year and last four to six hours revolving around the Employer’s promotions, or the monthly partner planning meeting. In partner planning meetings, which last about two hours, ASMs, Store Managers, and Quesenberry collectively assess and discuss one another’s employees and their development and how to support the stores

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6 The Employer’s statement of position lists 262 employees in District 142. District Manager Quesenberry testified that she did not know how many employees were employed in District 142 but estimated “at least 220.” She further testified that, at the time of the hearing, District 142 employed six ASMs: two in Store 301; one in Store 14870; one in Store 16935; one in in Store 22724; one in training at Store 3347. An additional ASM was scheduled to start training at Store 3347 in March 2022.

7 The word “lobby” appears interchangeably with “café” in the record.

8 Also referred to in the record as “cash controller” or “key holder and cash controller.”
in District 142. According to Store Manager Mackler, he interacts with Quesenberry “daily.” Interactions last from about 30 minutes on a typical day to about 60 minutes if there is a regular meeting, which Mackler estimated average two to three per week, or up to four hours for a quarterly meeting. Quesenberry also has “labor office hours” on Mondays for Store Managers who must meet specific requirements for extra support. The record does not indicate the requirements or whether Store 60580 has been involved with labor office hours.

Quesenberry estimates she visits each store in District 142 about once every two weeks and spends about 30 hours per week in stores, some of which involves “noncoaching work.” She described two types of formal store visits: planning period visits, which last about three hours, and observing coach visits, which last about 90 minutes. Each occur once per 8- to 10-week planning period. The intent of both PPVs and OCVs is to develop Store Manager capability, so Quesenberry does “deep dives” into various operational topics, such as, improving the customer experience or assessing the Store Manager’s problem solving and whether they are achieving their goals. The PPV focuses on preparation for the Employer’s upcoming promotions while the OCV covers fewer topics, as it is a shorter visit. Quesenberry has one PPV and one OCV per store each eight- to ten-week promotional period. Outside of formal store visits, Quesenberry conducts in-person personal development conversations (“PDCs”) with Store Managers and ASMs three times per year, which last about 60 to 90 minutes and work on the managers personal development goals.

During all these visits, Quesenberry also does in-person “quick connects” with other employees, where she asks how employees are doing, if they have any concerns or “call-outs,” and confirms the Store Manager has shared recent updates. A Store 60580 shift supervisor testified that quick connects involve questions and concerns about work and Store 60580 and that they are not conversational in nature. Quesenberry testified that quick connects may also happen with Store Managers on an “as needed” basis. The record does not indicate whether such a quick connect is always an in-person visit. The record does not contain any specific examples of quick connects, including any quick connects at Store 60580. Quesenberry also works shoulder-to-shoulder with Store Managers, including when they coach employees. The record does not contain any specific examples of Quesenberry’s shoulder-to-shoulder work, including any such work at Store 60580.

A Store 60580 shift supervisor testified that Quesenberry comes to Store 60580 to use the conference room from one to several times a week, depending on her schedule. The shift supervisor further testified that these are not formal District Manager visits and do not typically involve quick connects; rather Quesenberry’s interactions with Store 60580 employees when using the conference room tend to be conversational in nature.

The Employer maintains numerous corporate handbooks and guidelines that govern day-to-day operations, including, among others: a “Partner Guide” and “Store Operations Manual” covering terms and conditions of employment and daily practices; an “Ops Excellence Field Manual,” which identifies the roles and responsibilities of the various employees in the

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9 The record is unclear as to what constitutes noncoaching work, for example, whether it encompasses administrative work unrelated to the visited store.
Employer’s stores; and the “Clean, Safe, and Ready” cards that instruct employees on how to maintain the health, cleanliness, and safety of the store. Additionally, the Employer utilizes corporate product management programs, such as its “Inventory Management System” (“IMS”) and “Par Builder,” to handle most ordering and deliveries. It is undisputed that many aspects of Store 60580’s operations, from pricing and promotions to suppliers, are controlled by the Employer at the corporate level.

If a store experiences a disruptive incident, such as theft or an unruly customer, staff may fill out a digital incident report form (“DIRF”) through an automated system that emails the DIRF to the respective Store Manager and District Manager. Mackler and Quesenberry have filed DIRFs while at Store 60580, particularly regarding a homeless encampment that abuts the storefront. Mackler testified that Quesenberry typically contacts him and Store 60580 regarding DIRFs reporting incidents of violence. He gave an example of Quesenberry being in Store 60580 and “support[ing] in calling the police” due to a safety concern with a customer, and then both Mackler and Quesenberry spoke with police. The record contains no further details regarding the incident.

2. Day-to-Day Supervisory Functions

a. Hiring and Promotion

The Employer has a standardized hiring process, involving an application and an interview, guided by corporate-level policies. Interested applicants apply online through the Employer’s website. Store Managers, including Store Manager Mackler, access the applicant pool through the Employer’s internal “Taleo” program. Mackler decides who to interview and then conducts a structured interview with materials created at the corporate level. He testified that he asks every question in the interview guide. After the interview, Mackler enters his notes about the applicant in the Taleo system and can recommend the applicant for hire. If Mackler does not have a position open for hire at Store 60580, he can send the candidate’s information to a different Store Manager. Mackler has the independent authority to decide which barista he wants to hire and to offer a position to that barista, pending a background check. Mackler testified that the District Manager would never override his hiring decision for a barista and that he did not know of a situation where the District Manager would override his hiring decision for a shift supervisor.

Each store has a staffing level set by the Employer at the corporate level based on sales and other data. Mackler testified that general staffing needs are discussed in the weekly huddle with other Store Managers and District Manager Quesenberry. Mackler further testified that the initial indication he needs to hire additional employees for his store is when he has a hard time scheduling enough employees for different shifts. Then, he uses Employer-provided tools, including a Microsoft OneNote file showing what availability each District 142 store needs for baristas and shift supervisors, to determine whether Store 60580 needs to hire additional employees. When Mackler determines hiring is necessary to maintain the staffing level set by the Employer’s tools, he reviews applicant information in the Employer’s Taleo system, contacts applicants for interviews, then interviews candidates. The record does not detail the involvement of Quesenberry in determining whether to hire employees.
The Employer also posts openings online and conducts hiring fairs, which can occur at the district level. Quesenberry testified that a few Store Managers get together to organize a hiring fair or District Managers organize hiring fairs “sometimes.” At the hiring fair, Store Managers conduct interviews, either individually or in pairs, and determine who will be hired. The District Manager does not have a role in this part of the hiring process. According to Quesenberry, Store Managers may hire for their own store or other stores and that, during the staffing shortage resulting from COVID-19 pandemic, stores in Bremerton hired for stores in Seattle and vice-versa. Quesenberry further testified that a District Manager may be present at hiring fairs “but usually only as support.” The record does not contain any specific examples detailing a District Manager organizing or being present at a hiring fair.

For shift supervisors, the Employer posts available positions in its Taleo system, where interested employees complete applications. External candidates are also able to apply. Quesenberry testified that the Employer creates a “banner” announcing the open position for 10 days in My Daily, an Employer-provided digital application where employees can view work-related items like schedules, weekly updates, and required trainings. The record does not identify the classifications that can create or post the banner. Applicants for shift supervisor are co-interviewed by two Store Managers, including the Store Manager where the vacancy exists. The record does not reveal any involvement of the District Manager in the hiring of or promotion to shift supervisor positions at Store 60580. Similarly, ASM candidates are co-interviewed by two Store Managers, and Store Manager candidates are co-interviewed by two District Managers.

b. Transfer

In order to be eligible to permanently transfer between the Employer’s stores, corporate policy dictates that an employee must generally be in good standing which, according to Store Manager Mackler, means without a final corrective action and have completed barista certification. For a location that serves alcohol, the employee must meet the age requirement and be prepared to complete any required training. If a barista or shift supervisor wants to transfer, the employee fills out a “Transfer Request Form.” Mackler testified that when he receives a transfer request form, he confirms the good standing and certification of the requestor, then submits it to District Manager Quesenberry for processing. He further testified that the District Manager has never declined a transfer request.

c. Training

Upon hire, new baristas complete standardized online training modules through the My Learning tool and are also trained on how to perform the duties of a barista by a “barista trainer.” Barista trainer is not a separate classification, but a designation the Store Manager applies to certain employees that results in additional pay when a barista trainer completes the training of a

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10 District Manager Quesenberry testified that “we” create the banner and “we” post it.

11 I note that record testimony from Case 19-RC-288594 (“Eugene I”) indicates some employees have transferred without completing a transfer request form or any written paperwork, specifically when they transferred to Store 22349 in District 156, which is part of Area 40 in Region 1.
newly hired barista. The Store Manager also decides which barista trainer oversees the training of each new barista.

The barista trainer utilizes a training plan created by the Employer at the corporate level that addresses the topics covered, the time allotted, and the substance of the training. The Store Manager ensures that the store has sufficient barista trainers to perform the training and arranges the schedule in a way that those directly involved in the training—the new barista and the barista trainer—have time to complete the program without impacting the normal operation of the store. In certain circumstances, such as when a store has not yet opened, new employees may receive training at a different store from their home store. District Manager Quesenberry testified that new employees at Store 14870 in District 142 trained at Store 65375 because Store 14870 is a busy café-only store with a lot of in-person ordering while 90 percent of business at Store 65375 is via mobile ordering because it is a pick-up store without customer seating. The record does not indicate that new employees for Store 60580 typically train at another store.

Mackler testified that employees receive ongoing training at a “regular cadence” through My Learning modules on topics, such as, illness policy and safety and security measures, for example, handling chemicals, de-escalation, and active shooters.

d. Scheduling

Store Manager Mackler testified that he is responsible for staffing and scheduling at Store 60580. At the time of hire, employees complete partner availability forms and update those as necessary with the Store Manager. Mackler further testified that he uses forecasts provided by Employer tools to set the appropriate number of shift supervisors, usually an opener, a closer, and a couple mid-shift. Then, the Employer’s tools autpopulates a draft schedule that Mackler subsequently adjusts and finalizes. Mackler and the Store 60580 shift supervisor gave examples of events at the nearby Washington State Convention Center requiring Store 60580 to upstaff. Mackler bases the level of upstaffing on the projected size of the event, Employer forecasting, and the amount of business Store 60580 conducted during past events of a similar size.

If there are open shifts in the schedule resulting in insufficient coverage for Store 60580, there are several options available. Mackler or shift supervisors may call or text current Store 60580 employees to see if they desire an extra shift. They may also contact neighboring stores. District Manager Quesenberry testified that District 142 Store Managers and ASMs use a group chat in Workplace dedicated to communicating staffing needs or called-off shifts that need to be filled. Workplace is an Employer-provided digital application that is not accessible by shift supervisors or baristas. A Store 60580 shift supervisor testified that Mackler posts open shifts to a Facebook group for Area 10 Starbucks partners, which can be seen by employees working for stores in any of the eight districts in Area 10, including District 142. He also reviews posts by employees in the Facebook group who are looking to pick up extra shifts. Mackler may also create a “mass communication,” a physical printout he posts in Store 60580 listing the open

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12 Testimony from a Store Manager in Case 19-RC-289455 (“Seattle II”) indicates the Facebook group is administered by Store Managers in Area 10. The witness had no knowledge of any District Managers in the Facebook group.
shifts. Mass communications may also be posted in other District 142 stores. Employees can then sign up for the open shift(s). If unsuccessful, Store Managers and shift supervisors may contact Quesenberry, who testified that she received two calls from District 142 stores looking for coverage in the week preceding the hearing. Mackler described a recent understaffing situation at Store 60580, where he worked out a plan to adjust Store 60580’s hours, informed Quesenberry of the plan to which she agreed, and then executed the plan. Mackler and Quesenberry indicated such plans could be collaborative and Quesenberry has the authority to determine the ultimate course of action. The record does not indicate the Store Manager’s plans or recommendations have ever been overridden at Store 60580.

Employees are allowed to swap shifts with coworkers to change their schedule or cover potential absences, and they can do so without requiring the approval of management. Employees can contact coworkers directly or use resources such as the Area 10 Facebook group if they are seeking coverage for a shift. There are no restrictions on obtaining coverage, but if an employee from a different store works the shift it is necessary to notify the Store Manager of the home and destination store so that the hours are correctly allocated. In addition, each time an employee with a home store in Seattle works at a store in Bremerton (or outside of Seattle) or an employee with a home store outside of Seattle works at a store in Seattle, a “Labor Reclass” form must be completed.

Finally, if Mackler or shift supervisors cannot fill a shift vacancy with employees from the store or with borrowed partners, they may pause mobile ordering, temporarily close the drive-thru, or temporarily alter the store’s hours. Only Store Managers and District Managers have the authority to pause mobile ordering. Quesenberry testified that shift supervisors have the authority to close the store based on safety or staffing issues, but the latter typically involve preclosure discussions with her and the Store Manager.

Quesenberry further testified that, as District Manager, she has temporarily closed multiple District 142 stores at once. She gave the example of active shooters in downtown Seattle.

e. Discipline

As with hiring, the Employer provides extensive materials produced at the corporate level to guide Store Managers in issuing discipline. The Employer’s “Virtual Coach” tool functions as a decision tree to assist Store Managers in assessing potential disciplinary incidents and deciding the corrective action. For example, a Store Manager may select a topic such as “attendance and punctuality,” then use a series of drop-down menus to narrow the focus of the problem, ultimately reaching a “result.” Store Managers have the discretion to contact Partner Relations or their District Manager if, for some reason, they do not want to act in strict conformity with the Virtual Coach. Similarly, the Virtual Coach may direct Store Managers to contact their District Manager and Partner Relations. Store Manager Mackler testified that he issues discipline independently if familiar with the policy violation or if he knows the appropriate steps through experience, and that he consults the Virtual Coach if it is a new or unusual situation. Mackler further testified that he would consult with District Manager Quesenberry in the case of an egregious violation, such as violence, that may warrant immediate termination. The record does
not contain any specific examples of such consultation occurring at Store 60580. Quesenberry testified that she expects District 142 Store Managers to use Virtual Coach and to contact her whenever instructed by Virtual Coach or in the case of terminations.

The Employer uses the same corrective action form throughout its U.S. stores, including in District 142. The corrective action form identifies three levels of pre-discharge discipline: "documented coaching," "written warning," and "final written warning." Store Managers, including Mackler, may independently issue documented coachings and written warnings. Mackler testified that he sometimes notifies his District Manager when he issues a final written warning and explains termination may be the next step. He further testified that if the Virtual Coach indicated termination was warranted then he would terminate the employee and subsequently notify the District Manager. Mackler gave one example of a discipline he issued being overridden by a District Manager, which occurred 12 years ago and did not involve Store 60580. The record does not contain any evidence Quesenberry independently investigates Store Managers’ disciplinary actions. Mackler testified that none of his disciplinary decisions or recommendations at Store 60580 have been overridden.

Mackler testified that he can coach and discipline employees at stores other than Store 60580. He further testified that he has not disciplined employees at any other stores, and the record does not contain any examples of him coaching employees at other stores in his capacity as Store Manager.13

f. Evaluation

The Employer does not conduct performance reviews for the petitioned-for employees or any baristas or shift supervisors within District 142.

g. Assigning and Directing Work

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

Store Manager Mackler expects his play callers to use the Playbuilder tool but it is not used consistently because the shift supervisors at Store 60580 are experienced and generally know where employees should be deployed. He testified that he has not issued any discipline related to the inconsistent use of Playbuilder.

13 According to Mackler, he notified a partner at a store outside of District 142 about another employee touching the ice in his drink with their bare hands; however, he did not identify himself as an employee or Store Manager of Starbucks.
B. Employee Skills, Functions, and Working Conditions

The skills and job functions of baristas and shift supervisors are essentially identical at all the Employer's stores, including those stores located in District 142. Baristas make coffee and tea beverages, prepare food, take orders, clean, stock, and assist with other tasks, such as working in the drive-thru, if one exists at their store. Shift supervisors perform the same duties as baristas but are also in charge of "running the floor," including ensuring that employees take breaks and documenting those breaks, overseeing the daily coverage report, planning the "floor" to determine which partners will work in different roles, such as the register, and distributing "Clean, Safe, and Ready" cards with cleaning instructions to the appropriate roles. Shift supervisors may also be designated on the schedule by the Store Manager to act as a "keyholder" for a particular shift.

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

In addition to preparing food and drinks, many other job duties, ranging from restocking merchandise to cash handling, are dictated by corporate policy. Workplace rules, such as those set forth in the "Partner Guide" and "First Sip," are also established at the corporate level.

The Employer's corporate compensation team determines wage scales for all hourly and salary employees throughout U.S., including the employees at issue in District 142. The corporate compensation team sets wage rates geographically in ways that do not necessarily correlate to the Employer's district lines, as District Manager Quesenberry testified that District 142 "serve[s] two cities. And ... they both happen to be two different pay bands." The record does not specify whether each city is in a different pay band or if each city has two different pay bands.

A Store 60580 shift supervisor testified that tips for the store are pooled on a weekly basis, and an hourly tip rate is calculated. Then, employees receive their tip amount based on the hours worked that week. A similar process is used by Store 2810 in District 2030, which contains nine stores in Seattle.

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

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

C. Interchange

Employees have a home store but as noted above, it is relatively easy for employees to temporarily interchange by working shifts at nonhome stores as a "borrowed partner." The only
employee to testify at the instant hearing, a Store 60580 shift supervisor, testified that she worked at multiple stores during the COVID-19 pandemic, between the permanent closure of her then-home store and the opening of Store 60580 in September 2020. She further testified that she regularly borrowed to an out-of-district store to pick up a fifth shift each week before Store 60580 opened. District Manager Quesenberry testified that, due to Seattle’s secure scheduling law, 14 a “Labor Reclass” form must be completed each time an employee with a home store in Seattle borrows to a Bremerton store (or any store outside of Seattle) or an employee with a home store outside of Seattle borrows to a Seattle store. The Labor Reclass form explains: “Labor reclassification will not add hours to a partner’s pay. It will only correct the P&L [Pay and Loss], so the borrowing cost center incurs the payroll expense. No change will be visible retroactively in Starbucks Partner Hours or Decision Center.” The record contains extensive data and analyses regarding borrowed partners working in District 142 for the period of April 29, 2019, through January 16, 2022. The raw data includes information regarding the amount of interchange at 11 stores15 in District 142 during that time period. As noted above, stores enter and leave District 142 either through realignment or opening and closing; therefore, some of the Employer’s data is for Store 113, which was in District 142 until May 23, 2020, when it permanently closed. Similarly, petitioned-for Store 60580 opened in September 2020, therefore, data does not exist for that store prior to its opening. The Employer also provided an expert witness and data analyses to further detail the nature of employee interchange in District 142 and Store 60580, including controls for borrowing due to the COVID-19 pandemic, employee training associated with store openings, and preceding and following a permanent transfer.16 Controls involving time periods exclusively before September 2020 do not directly involve Store 60580, as it was not open.

The Employer highlights that, during the near 34-month period analyzed, about 38 percent of employees working in District 142 worked in more than one store, approximately 84 percent of employees who worked at least once at Store 60580 worked in two or more stores, and, conversely, 16.1 percent of employees working at Store 60580 worked only at Store 60580. Petitioner highlights that, during the most recent six months of data or July 2021 through January 16, 2022, borrowed partners worked 7.33 percent of the total shifts worked at Store 60580 and worked 6.61 percent of the total hours worked at Store 60580.

14 Also referred to in the record as “predictive” scheduling.
15 While District 142 currently contains 11 stores, since April 29, 2019, a total of 12 stores have been in District 142. Store 113 was in District 142 until May 23, 2020, when it permanently closed, and petitioned-for Store 60580 opened in September 2020.
16 The record does not indicate whether the Employer’s underlying timekeeping data, which was used in its analyses and reports, is accurate for borrowed partners requiring labor reclassification. As noted above, labor reclassification does not appear to affect timekeeping data but only changes the payroll data. In Case 19-RC-289455 (“Seattle II”), which involved the same data sources as the instant case, the Employer’s expert witness described the three sources used in the analyses and reports as: “the aggregated data, which is timekeeping information; a partner listing, which identifies individuals based on their current or last position held; and a store listing which identifies the stores within a given district, along with opening and closing dates.” For purposes of this decision, I have treated the Employer’s data as accurate and correct because it does not affect my determination.
As noted above in the section on transfers, employees may elect to permanently interchange between stores. The record does not reveal any evidence of permanent interchange mandated by the Employer involving the petitioned-for employees. With respect to voluntary permanent transfers, a Store 60580 shift supervisor testified that at least three employees transferred to Store 60580 when it opened in September 2020. All three had a previous home store of Store 113 that, as noted above, was part of District 142 until its permanent closure on May 23, 2020.

D. Distance between Locations

District 142 extends from downtown Seattle, in King County, Washington, across the Puget Sound to Bremerton, in Kitsap County, Washington. Six stores, including Store 60580, are located in downtown Seattle and five are located in Bremerton, which is a 30-minute or 60-minute ferry ride or an approximate 65-mile drive. There are dozens of stores outside of District 142 that are closer to Store 60580 than the Bremerton stores. For example, all 11 stores in District 2030 are less than 6 miles from Store 60580. Store 60580 is located less than one mile from the other five downtown Seattle stores District 142. A Store 60580 shift supervisor testified that three of the four closest stores to Store 60580 are not in District 142.

E. Bargaining History

There is no prior history of collective bargaining involving Store 60580 or the other stores located in District 142.

II. ANALYSIS

A. The Board’s Legal Standard

The Board has long held that a petitioned-for single-facility unit is presumptively appropriate, unless it has been so effectively merged or is so functionally integrated that it has lost its separate identity. Dixie Belle Mills, Inc., 139 NLRB 629, 631 (1962). The party opposing the single-facility unit has the heavy burden of rebutting its presumptive appropriateness. California Pacific Medical Center, 357 NLRB 197, 200 (2011); J&L Plate, Inc., 310 NLRB 429, 429 (1993); Renzetti’s Market, Inc., 238 NLRB 174, 175 (1978). To rebut the presumption, a party “must demonstrate integration so substantial as to negate the separate identity” of the single store unit. California Pacific, above at 200. To determine whether the single-facility presumption has been rebutted, the Board examines (1) central control over daily operations and labor relations, including the extent of local autonomy; (2) similarity of employee skills, functions, and working conditions; (3) the degree of employee interchange; (4) the distance between locations; and (5) bargaining history, if any exists. See, for example, Hilander Foods, 348 NLRB 1200, 1200 (2006) (citing J&L Plate, above at 429); Trane, 339 NLRB 866, 867 (2003).


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

**B. Application**

I find that the petitioned-for single store unit is presumptively appropriate. *Starbucks Corp.*, 371 NLRB No. 71, slip op. at 1 (2022) (Starbucks Mesa) (citing *Haag Drug*, 169 NLRB at 877). "Accordingly, the central issue here is whether the Employer has met its 'heavy burden' to overcome the presumption that the single-store unit sought by the Petitioner is appropriate." *Id.* (citing *California Pacific*, 357 at 200).

Based on the record evidence and for the reasons detailed below, I conclude that the Employer has failed to meet its heavy burden. The record contains specific evidence demonstrating the baristas and shift supervisors at Store 60580 perform their day-to-day work under the immediate supervision of Store Manager Mackler who is involved in hiring, scheduling, and disciplining employees, among other personnel functions. Further, the evidence of temporary interchange is relatively minor as a portion of total shifts and total hours worked. Overall, the majority of the factors considered by the Board in the single-facility presumption context either weigh in Petitioner’s favor or are neutral, and as such the Employer has failed to meet its heavy burden.

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

The Board has made clear that "the existence of even substantial centralized control over some labor relations policies and procedures is not inconsistent with a conclusion that sufficient local autonomy exists to support a single facility presumption." *California Pacific*, 357 NLRB at 199. Thus, "centralization, by itself, is not sufficient to rebut the single-facility presumption where there is significant local autonomy over labor relations. Instead, the Board puts emphasis on whether the employees perform their day-to-day work under the supervision of one who is involved in rating their performance and in affecting their job status and who is personally involved with the daily matters which make up their grievances and routine problems." *Hilander Foods*, 348 NLRB at 1203.
Accordingly, the primary focus of this control factor is the control that facility-level management exerts over employees’ day-to-day working lives. Red Lobster, 300 NLRB at 908; 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.”); 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 store managers exercised autonomy in interviewing, scheduling, granting time-off, adjusting grievances, evaluating employees, and making effective recommendations for hiring, discipline, and firing despite central labor policies); Lipman’s, 227 NLRB 1436, 1437 (1977) (“With regard to local autonomy, we find that supervisory personnel at the store level exercise considerable authority in personnel matters. While the personnel director makes final decisions as to discipline, schedules vacations, arranges for transfers, and handles grievances brought to her, in our opinion, the store manager and the personnel clerical at the downtown store also have and exercise substantial authority in the personnel area, in that the store manager evaluates and reprimands employees and the personnel clerical interviews, hires, schedules employee shifts, vacations, and overtime, and adjusts grievances.”); Haag Drug, 169 NLRB at 879–880 (stating store managers are generally autonomous in rating employee performance, hiring and firing, and handling routine grievances).

The Board recently examined the operational role of the Employer’s Store Managers in Starbucks Mesa, 371 NLRB No. 71. In Starbucks Mesa, the Board specifically addressed the Employer’s argument with respect to centralized operations and local autonomy that “its automated tools and company-wide policies limit Store Managers’ discretion over ‘the daily matters which make up [employees’] grievances and routine problems.’” Id., slip op. at 2 (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.” Ibid. The Board acknowledged that, while the Employer maintains nationwide tools and policies, Store Managers “implement these tools and policies at the local level and make adjustments as needed in real time.” Ibid. 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.” Ibid. As detailed below, other recent decisions involving the Employer have reached the same conclusion with respect to local control. Starbucks Corp., 03-RC-282115 et al. (December 7, 2021) (unpublished) (Buffalo J) (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
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and overtime, evaluating employees, conducting interviews and hiring employees, and imposing
discipline”); Starbucks Corp., 03-RC-285929 et al. (March 7, 2022) (unpublished) (Buffalo II)
same); Starbucks Corp., 19-RC-287954 (March 22, 2022) (unpublished) (Seattle I) (“this case is
not materially distinguishable from [Starbucks Mesa]”); Starbucks Corp., 10-RC-288098 (March
(Newark) (same).

I find that this factor fails to support the Employer meeting its burden. As in Starbucks
Mesa, the record establishes that the Store Managers for Store 60580 play a significant role in
personnel matters regarding the petitioned-for employees. 371 NLRB No. 71, slip op. at 2.

There is no dispute the Store Manager selects an applicant and makes the hiring decision
for baristas. While many aspects of the process may be centralized or shared—corporate-level
materials direct the interview, other Store Managers may attend or conduct an interview—the
Store Manager of the applicant’s home store makes the hiring decision. Likewise, for promotion
or hiring to the shift supervisor position, District Manager Quesenberry testified that the Store
Manager of the hiring store oversees the hiring process.

The record contains no specific detailed evidence that the District Manager has played
any role in hiring or promotion decisions at Store 60580. Contrary to the Employer’s argument, I
do not find dispositive the general testimony that Quesenberry addresses hiring needs with Store
Managers in District 142’s weekly huddles with Store Managers. Store Manager Mackler
indicated the District Manager does not override his hiring decisions for baristas or shift
supervisors. Overall, hiring and promotion are both strong evidence of local authority at the
Store Manager level.

For scheduling, the record demonstrates the Store Mackler independently makes
modifications to the schedule and, along with shift supervisors, finds coverage for open shifts.
While I acknowledge that the Employer’s corporate-level scheduling tool assists in drafting a
basic schedule, the Store Manager’s clear discretion over alterations to the schedule weighs
strongly in favor of local control. Despite general testimony that Store Managers and shift
supervisors contact Quesenberry to assist in finding coverage, the record contains no specific
detailed evidence of how this occurs at Store 60580.

The ways in which employees and the Store Manager cover open shifts, both with
employees from the same store and with borrowed partners, also weigh against finding that the
Employer met its burden. Employees fill schedule openings not based on whether someone is
employed in District 142, but instead through personal connections to other employees and by
posting to the Area 10 Facebook group, which covers stores and districts outside of District 142.
Mackler uses the same Area 10 Facebook group and may use a Workplace group chat limited to
District 142 Store Managers and ASMs; however, the record contains no examples of Mackler or
anyone from Store 60580 ever using the Workplace chat.

District Manager Quesenberry has a role in decisions that obviously impact scheduling,
such as Store 60580’s hours of operation, but there is no evidence of direct involvement in
scheduling. The fact that Quesenberry expects to be notified of temporary store closures, including turning off mobile ordering and closing the drive-thru or lobby, does not discount her testimony that shift supervisors and above have the authority to close a store. Quesenberry’s examples of closing multiple stores due to active shooters is not dispositive. Thus, this also weighs in favor of local control.

Disciplinary matters also involve Store Manager Mackler exercising local autonomy. A Store Manager applies the Employer’s rules and guidelines and uses the Employer’s Virtual Coach tool, but Mackler issues low-level discipline independently when familiar with the underlying situation. The Employer contends Mackler’s discussions and consultations with Quesenberry evince authority at the district level but, again, the record lacks the details or specifics to show this is more than mere notification or a recommendation that is followed without independent investigation. The record example of a no-call-no-show occurred at a Bremerton store, not Store 60580. Mackler testified that, when discipline reached the final written warning, he notified Quesenberry that the next disciplinary step would be termination, and then, when it happened again, Mackler made the decision to terminate, terminated the employee, and finally “looped in” Quesenberry following the actual termination. There are no examples of discipline or termination involving Store 60580 being overridden by the District Manager. The Employer’s standardized Corrective Action Form further underscores the lack of involvement by the District Manager in most discipline, as the form itself does not mention the District Manager and notes that an employee should raise any disagreement regarding the discipline with the manager delivering the discipline.

For training, Store Manager Mackler independently decides which employees may serve as a “barista trainer” and which barista trainer performs each new barista training and thus receives the barista trainer bonus. The Store Manager also creates the space in the schedule for this training to occur. Again, the Employer directs the substance of the training via the corporate-level tools, but the Store Manager makes the decision regarding who will conduct the training, when it will take place, and the order of the training. The District Manager is not involved in this process.

The record evidence for transfers indicates District Manager Quesenberry is involved with all District 142 transfers. However, I do not find authority regarding transfers to be dispositive of the local autonomy.

Assignment and direction of work likewise fail to support the Employer meeting its burden. While the corporate Playbuilder tool offers standardized guidance on where employees within the store should work for a particular shift, the record is clear that the local play caller decides who works in each role, thus counterbalancing the Employer’s claim of centralized control. The record indicates that Playbuilder is not always used at Store 60580 and play callers can deviate from the guidance as needed, further weighing against the Employer meeting its burden.

Contrary to the Employer’s assertion, the record does not demonstrate that employees’ workplace concerns are handled centrally at the district level and above. Instead, the record reveals that employees bring their workplace concerns directly to their Store Manager, who
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generally addresses them. While it is true that in certain circumstances a Store Manager may reach out to corporate Partner Relations or the District Manager for guidance, I find that the Store Manager for Store 60580 possesses and exercises authority to handle a wide range of employee workplace concerns independently.

I agree with the Employer that the record contains evidence of extensive corporate standardization over non-personnel-related matters, such as identical or nearly identical store layout, menus, pricing, merchandising, purchasing, supply chain usage, and central distribution. While the Employer argues this weighs against the single-facility presumption, the existence of these centralized features from the corporate level does not preclude a finding of local autonomy where the Store Manager retains significant discretion over other aspects of employment, as demonstrated above. This standardization also fails to establish any integration with other stores in District 142, as opposed to general similarities with all the Employer’s other stores.

For the reasons stated above, I find that the Store Manager for Store 60580 is vested with significant autonomy over daily operations, especially with respect to personnel matters and labor relations at the local level, notwithstanding the existence of centralized policies and procedures. Accordingly, this factor weighs against the Employer overcoming the single-facility presumption.

2. Employee Skills, Functions, and Working Conditions

I find that this factor supports the Employer meeting its burden but conclude that the “uniform skills, functions and working conditions” across District 142 “are outweighed by other factors, most significantly the lack of significant interchange and the Store Managers’ local autonomy over personnel functions.” Starbucks Mesa, 371 NLRB No. 71, slip op. at 2. See also Starbucks Eugene I, 19-RC-288594 (April 12, 2022) (unpublished); Starbucks Corp., 01-RC-287618 and 01-RC-287639 (April 6, 2022) (unpublished); Starbucks Knoxville, 10-RC-288098 (March 23, 2022) (unpublished); Starbucks Seattle I, 19-RC-287954 (March 22, 2022) (unpublished); Starbucks Buffalo II, 03-RC-285929 et al. (March 7, 2022) (unpublished).

The record reflects minimal differences in the basic skills and job functions associated with preparing and serving the Employer’s menu items at different stores. I acknowledge, as Petitioner notes, that these similarities relate to all employees in the U.S. not merely those in District 142.

Wages and benefits are established at the corporate level. While the wages for employees in District 142 fall within at least two different pay bands, the benefits are identical for all employees at issue in District 142. The same work rules and policies apply to all U.S. stores, albeit with minor variation in their application at the store level. The Board has long held that while the standardization of centrally established benefits is of some significance, it should not overshadow other important factors where the uniformity is not greater than is characteristic of retail chain store operations generally. Haag Drug, 169 NLRB at 879.

I note the Board recently found differences in the Employer’s store layouts, such as the existence of a drive-thru, do not constitute a meaningful difference in working conditions.
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Starbucks Mesa, 371 NLRB No. 71, slip op. at 2. Similarly, the Board declined to rely on differences in security as meaningfully distinct working conditions. Starbucks Seattle I, 19-RC-287954 fn. 1 (unpublished). Following the Board's rationale, I likewise conclude that differences such as a conference room or location within a commercial building with separate public restrooms or the high rate of reported incidents at Store 60580 or small variations in equipment do not constitute meaningful differences in working conditions. Though clientele may impact tips, the record contains no evidence of significant differences between stores in District 142.

To the extent the Employer argues that District Manager Quesenberry gives recognition or celebrates employee achievements, the record does not show such recognition or celebration meaningfully impacts working conditions or otherwise affects the employment relationship.

In sum, although not all skills, functions, and working conditions are identical for employees in District 142, I find that the similarities outweigh the differences and conclude that this factor supports the Employer meeting its burden. However, I find that any uniform skills, functions, and working conditions across District 142 are outweighed by other factors, especially the Store Manager's local autonomy over personnel decisions and the lack of significant interchange.

3. Interchange

Where a portion of the workforce 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 workforce must be involved, and the workforce 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. Ibid. 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, 336 NLRB at 1114; Courier Dispatch Group, Inc., 311 NLRB 728, 731 (1993). Employee interchange must be considered in the total context. Gray Drug Stores, Inc., 197 NLRB 924, 925 (1972); Carter Camera & Gift Shops, 130 NLRB 276, 278 (1961).

In Starbucks Mesa, 371 NLRB No. 71, the Board addressed interchange between the location sought by petitioner and the other stores in the Employer's administrative district. The Board agreed with the Regional Director that the data provided by the Employer was "insufficient to rebut the presumption in favor of a single-store unit." Id., slip op. at 1. The Board recognized that statistics on interchange "must be assessed in the context of the relevant legal test, where the key question is the nature and degree of interchange and its significance in the context of collective bargaining." Id. The Board underscored that "although frequent and regular
interchange supports finding a community of interest, it is well established that infrequent, limited, and one-way interchange do not require finding a shared community of interest.” Id., slip op. at 1 (citing Casino Aztar, 349 NLRB 603, 605 (2007); Mirage Casino-Hotel, 338 NLRB 529, 533–534 (2002); Foreman & Clark, Inc., 97 NLRB 1080, 1080 (1952)). In examining the data presented by the Employer purportedly showing that over 50 percent of the petitioned-for employees worked at two or more stores in the time period in question, the Board noted that the number did not reflect how often the petitioned-for employees worked at other locations or how often “borrowed” employees worked at the petitioned-for store. Ibid. The Board highlighted that, by contrast, the petitioner had cited to data reflecting that during the recent fiscal year fewer than 2 percent of shifts at the petitioned-for store were worked by borrowed partners. The Board determined that “the available statistics do not establish that the petitioned-for employees regularly or frequently interchange with employees” in the district “and instead indicate that any interchange is limited and infrequent.” Ibid. 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. Ibid. 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.” Ibid. See also Starbucks Knoxville, 10-RC-288098 fn. 1 (unpublished) (“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 for the reasons explained in Starbucks Mesa”); Starbucks Seattle I, 19-RC-287954 fn. 1 (unpublished) (“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 Chicago, 13-RC-288995 fn. 1 (same).

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

As a preliminary matter, I find, contrary to the Employer’s contention, that the examples of interchange, both permanent and temporary, discussed herein are voluntary in nature, as the record fails to establish the Employer mandated any of the interchange entered into the record or analyzed by its expert witness. I also note that there is no record evidence of employees receiving discipline for failing to take a shift at a nonhome store. The Board has long placed less weight on voluntary interchange. See Starbucks Mesa, above, slip op. 1 fn. 5 (citing New Britain Transportation, 330 NLRB at 398)); Red Lobster, 300 NLRB at 911. Similarly, the “Board does not find evidence of one-way or permanent interchange particularly persuasive.” Lehigh Valley Hospital, 367 NLRB No. 100, slip op. at 8 (citing Dennison Mfg. Co., 296 NLRB 1034, 1037 (1989); Safeway Stores, 276 NLRB 944, 949 (1985)). Generalized statements that the Employer may mandate interchange are insufficient for the Employer to meet its burden.

In the absence of a shift-level analysis for Store 60580 from the Employer, I rely on Petitioner’s data demonstrating that borrowed partners constituted only 7.33 percent of the total shifts worked and 6.61 percent of the total hours worked at Store 60580 from July 2021 through January 16, 2020, which I find to be comparable to the amount found to be insufficient by the Board in Starbucks Mesa, above, slip op. at 1. This low level of interchange renders the cases
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cited by the Employer distinguishable, as they either involved a higher degree of interchange than that present here or that those cases reflect other factors not present here that favored rebutting the single-facility presumption. Starbucks Mesa, above, slip op. at 1 fn. 6 (cases cited). Even assuming, for the sake of argument, I relied on the Employer’s district-level analysis of borrowed days for District 142, I reach the same conclusion and find that overall district average of 1.5 percent of borrowed partner-days out of total partner-days worked is insufficient to meet the Employer’s burden.

I disagree with the Employer’s arguments that the analysis presented by its expert witness allows it to overcome the single-facility presumption and to demonstrate that Store 60580 is so substantially integrated into District 142 as to lose its separate identity. For example, according to the Employer’s analysis and argument, nearly 38 percent of employees who worked in District 142 worked at two or more stores, approximately 84 percent of employees who worked in Store 60580 worked in two or more stores, and District 142 stores utilized a borrowed partner approximately 1 out of every 6 days. This simply fails to paint a complete picture of the frequency and nature of temporary interchange, as detailed below.

First, these numbers presented by the Employer do not reflect how often the petitioned-for employees worked at other locations or how often borrowed employees worked at the petitioned-for store. As a result, in examining an assertion that 84 percent of employees who worked at Store 60580 worked in more than one store, I have no way of gauging the percentage of employees’ shifts or of the total amount of hours worked at Store 60580, which was only open for 17 of the 34 months analyzed. An employee counted as part of that 84 percent could have worked either a single shift at another store or hundreds or thousands of hours outside of their home store, without any meaningful distinction in the resulting analysis. Likewise, for the 1 out of every 6 days on which a District 142 store utilized a borrowed partner, that day could include any number of employees, and does not reflect whether 1 or 15 borrowed employees worked on a particular day. These comparisons are so distorted as to undermine the Employer’s arguments, and I find it runs counter to the Board’s directive to consider temporary interchange not in the abstract, but as a function of total hours.

I acknowledge that the Employer’s largely standardized stores allow employees to move more easily between locations, even if many choose not to do so, and that a certain amount of temporary interchange exists. However, the Employer’s argument is misplaced in that it ignores the clearly stated standard by the Board, which examines the nature and degree of interchange, such as in terms of shifts or hours worked, and does not merely inquire as to whether interchange is feasible or easy. When looking at the applicable standard for interchange, instead of using the lens the Employer wishes for me to apply, I find that the Employer has failed to meet its burden.

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

In sum, while I acknowledge that many baristas and shift supervisors in District 142 work outside of their home store, the nature and degree of interchange present in the instant case does not favor rebutting the single-facility presumption since “it does not negate the separate
community of interest” that Store 60580 employees are presumed to share. *Starbucks Mesa*, 371 NLRB No. 71, slip op. at 1.

4. **Distance Between Locations**

The Board has found varying distances to weigh in favor or against rebutting a single-facility presumption, depending largely on what other factors are present. See, for example, *Lipman’s*, 227 NLRB at 1438 fn. 7 (finding single-store units appropriate where stores located only 2 miles apart); *Red Lobster*, 300 NLRB at 908, 912 (finding single-store units appropriate where stores were an average distance of 7 miles apart and all within a 22-mile radius); *New Britain Transportation*, 330 NLRB at 398 (“geographic separation [of 6 to 12 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)).

As stated above, the facilities in dispute in this matter are located in downtown Seattle and Bremerton, Washington, two cities separated by a minimum 30-minute travel time. As indicated in the record, dozens of stores outside District 142 are closer to Store 60580 than the Bremerton stores, with inter-district borrowing occurring in both directions. Although District 142’s downtown Seattle stores are located relatively close to one another, three of the four stores closest to Store 60580 are outside of District 142. As such, this weighs against rebutting the single-facility presumption.

5. **Bargaining History**

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

Moreover, contrary to the Employer’s contentions on brief, I do not conclude that Petitioner’s efforts to represent a single store within District 142 are not conducive to stable labor relations, or that allowing employees in the petitioned-for single-facility unit to vote violates Section 9(c)(5) of the Act. Through these arguments, the Employer appears to be attacking the overall validity of the single-facility presumption, but to the extent that this is a well-established aspect of Board law, I am bound to apply the Board’s directives. Moreover, the cases cited by the Employer do not compel a different result as they either did not involve a single-facility presumption or the employers in those cases had met their burdens of showing that the petitioned-for stores constituted arbitrary groupings. Such is simply not the case here, as I have found that the Employer failed to meet its burden of overcoming the single-facility presumption.
III. CONCLUSION

For the reasons stated, and considering the record evidence, I find that the petitioned-for unit consisting of baristas and shift supervisors at Store 60580 is an appropriate unit. Present here is a degree of local autonomy and minimal temporary interchange that make a single-facility bargaining unit appropriate.

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

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

2. The Employer is an employer as defined in Section 2(2) of the Act and is engaged in commerce within the meaning of Sections 2(6) and (7) of the Act, and it will effectuate the purposes of the Act to assert jurisdiction herein.19

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

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

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

INCLUDED: All full time and regular part-time Baristas and Shift Supervisors employed by the Employer at its 425 Pike Street, Seattle, Washington facility.

EXCLUDED: All Store Managers, office clericals, guards, and supervisors as defined in the Act, and all other employees.

Others Permitted to Vote: At this time, no decision has been made regarding whether Assistant Store Managers are included in, or excluded from, the bargaining unit. The parties have agreed that these individuals may vote in the election, but their ballots shall be challenged since their eligibility has not been resolved. The eligibility or inclusion of these individuals will be resolved, if necessary, following the election.

18 No determination has been made regarding the eligibility of ASMs as the evidence demonstrates none are employed at Store 60580 and there are no demonstrated plans to hire one. As such, they constitute a negligible percentage of the appropriate bargaining unit and will be allowed to vote subject to challenge pursuant to the agreement of the parties.

19 The Employer, Starbucks Corporation, a Washington corporation with headquarters located in Seattle, Washington, and facilities located throughout the United States, including a facility located at 425 Pike Street, Seattle, Washington, is engaged in the retail operation of coffee shops throughout the United States. During the preceding twelve months, the Employer grossed revenue in excess of $500,000 and purchased and received goods and services in excess of $50,000 at its 425 Pike Street, Seattle, Washington facility directly from suppliers located outside the State of Washington:
There are approximately 17 employees in the unit.

IV. DIRECTION OF ELECTION

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

A. Election Details

The election will be conducted by mail. Petitioner has waived the ten days it is entitled to have the voter list described below. On Monday, May 16, 2022, the ballots, in English, Spanish, and Vietnamese, will be mailed to voters by a designated official from the National Labor Relations Board, Region 19. Voters must sign the outside of the envelope in which the ballot is returned. Any ballot received in an envelope that is not signed will be automatically void.

Those employees who believe that they are eligible to vote and did not receive a ballot in the mail by Monday, May 23, 2022, should communicate immediately with the National Labor Relations Board by either calling the Region 19 Office at 206-220-6300 or our national toll-free line at 1-866-667-NLRB (1-866-667-6572).

Voters must return their mail ballots so that they will be received in the National Labor Relations Board, Region 19 office by 1:00 p.m. PT on Monday, June 6, 2022. All ballots will be commingled and counted by an agent of Region 19 of the National Labor Relations Board on Monday, June 6, 2022, at 1:00 p.m. with participants being present via electronic means. No party may make a video or audio recording or save any image of the ballot count. If, at a later date, it is determined that a ballot count can be safely held in the Regional Office, the Region will inform the parties with sufficient notice so that they may attend.

B. Voting Eligibility

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

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

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

C. Voter List

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

To be timely filed and served, the list must be *received* by the regional director and the parties by **Tuesday, May 3, 2022**. The list must be accompanied by a certificate of service showing service on all parties. **The region will no longer serve the voter list.**

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

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

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

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

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

V. RIGHT TO REQUEST REVIEW

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

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

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

Dated at Seattle, Washington, this 29th day of April, 2022.

Ronald K. Hooks
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