On February 22, 2022, the Chicago and Midwest Regional Joint Board, Workers United/Service Employees International Union (“Petitioner”) filed two petitions to represent certain employees of Starbucks Corporation (“Employer”). Petitioner seeks single-facility elections for all full-time and regular part-time baristas and shift supervisors performing work at two stores in and around Cleveland, Ohio: Store 2618 at 3093 Mayfield Road, Cleveland Heights, and Store 2316 at 11623 Clifton Boulevard, Cleveland. At the time of the hearing, Store 2618 employed approximately twenty-one (21) employees, including thirteen (13) baristas and eight (8) shift supervisors, and Store 2316 employed approximately thirty-four (34) employees, including twenty-eight (28) baristas and six (6) shift supervisors.

The Employer contends that the Petitioner’s petitioned-for units limited to single stores are inappropriate and the appropriate unit must include all facilities in the Employer’s District 3032, which consists of eleven (11) stores, including the two petitioned-for stores. At the time of the hearing, there were approximately 312 employees in the district-wide multistore unit proposed by the Employer.

The Petitioner previously filed a petition in Case 08-RC-288697 seeking to represent baristas and shift supervisors at the Employer’s store located at 1374 West 6th Street, Cleveland, Ohio (“Store 2390”), which is also located in District 3032. The Employer argued in that case that

---

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.
the district-wide unit was appropriate. On April 22, I issued a Decision and Direction of Election in 08-RC-288697 (herein referred to as Cleveland I), finding that a unit limited to employees at Store 2390 is an appropriate unit, and that the Employer had failed to sustain its burden of showing that the smallest appropriate unit should include all stores in District 3032. On June 7, I issued a Certification of Representative in Cleveland I.

A videoconference hearing was held before a hearing officer of the National Labor Relations Board (“Board”) on March 16, at which time the parties were afforded the opportunity to present evidence and to state their respective positions on the record. Both the Employer and Petitioner submitted post-hearing briefs, which I have duly considered. Having considered the parties’ positions, evidence, and the entire record, I find that the petitioned-for units are appropriate units for collective-bargaining purposes, and I am directing elections by mail ballot.

I. ISSUES AND POSITIONS OF THE PARTIES

The issue before me is whether the Employer has met its heavy burden to overcome the presumption that the single-store units sought by Petitioner are appropriate. See *California Pacific Medical Center*, 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 2618 and Store 2316, as well as the nine 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 single-store units. 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 an appropriate 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 single-store units would give controlling weight to extent of organizing in violation of Section 9(c)(5) of the Act.

3 There are several petitions 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 Cases 28-RC-286556 (“Mesa I”) and 28-RC-289033 (“Mesa II”) have been incorporated into this record. The parties further stipulated that all testimony and exhibits from Cleveland I be admitted and incorporated into this record. As the Board and other Regional Directors have typically given collective names to cases involving a single decision, I refer to the instant cases collectively as “Cleveland II.” However, I note the parties’ stipulation and subsequent briefing refers to Case 08-RC-291055 as Cleveland II and Case 08-RC-291066 as Cleveland III.

4 The parties stipulated that mail-ballot elections were appropriate in the instant cases.
Petitioner maintains that the Employer failed to rebut the presumption that the petitioned-for single-store units are appropriate units. It asserts that the record evidence shows that the Employer’s Store Managers exercise meaningful control over labor relations, supervision, and store operations, weighing heavily in favor of finding that single-store units are appropriate. Petitioner further argues that the employee interchange between District 3032 stores is limited and voluntary and does not destroy the petitioned-for units’ homogeneity.

As discussed below, I find that the Employer has not met its burden to rebut the single-store presumption in either case.

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. Petitioned-for Stores 2618 and 2316 are included in District 3032, 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.

Seven of the District 3032 stores, including Store 2316, are located in Cleveland while the remaining four stores are in the neighboring suburbs of Beachwood, South Euclid, and Cleveland Heights, where Store 2618 is located. Store 2618 is a café-only store located in a historic commercial district of suburban Cleveland; Store 2316 is a café-and-drive-thru store located in Cleveland’s Edgewater neighborhood. However, all eleven stores in District 3032 fall within Cuyahoga County. At the time of the hearing, 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 312 employees in the barista and shift supervisor classifications,
twenty-one (21) of whom work at Store 2618 and thirty-four (34) of whom work at Store 2316.\textsuperscript{9} At the time of the hearing, Linsey Rushin was the Store Manager of Store 2618 and Maria Matusicky was the Store Manager of Store 2316.

\textbf{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, 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 2618 and Store 2316. 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 whether the coffee is 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 3-year shift supervisor at Store 2316\textsuperscript{10} testified that because the par is based off a store’s quarterly sales,

\textsuperscript{9} 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.

\textsuperscript{10} The shift supervisor was hired by the Employer as a barista approximately five years ago, became a shift supervisor approximately three years ago, and permanently transferred to Store 2316 around November 2020. She will be referred to throughout the decision as the “3-year shift supervisor.”
she further adjusts the inventory orders based on seasonal sales trends. The record also reflects that with some regularity Store Managers and shift supervisors arrange for employees to pick up out-of-stock supplies from nearby stores or to deliver supplies to other stores 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 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 2618 or Store 2316. 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 2618 and Store 2316 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, nor specific details of interactions with Store 2618 or Store 2316.

The Employer also provides nationwide telephone numbers to its Partner Contact Center (“PCC”), Partner Relations Support Center (“PRSC”),12 and Business Ethics and Compliance Department (“E&C”). The 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 3-year shift supervisor at Store 2316 testified that she has contacted centralized partner resources, which she views as a resource for both personal and technical issues. The record contains no other evidence regarding the use of PCC, PRSC, or E&C at Store 2618 or Store 2316. In Cleveland I, two current shift supervisors at Store 2390 testified that they had never used the PRSC or E&C and that they bring

---

11 In testimony incorporated from Starbucks 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.

12 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.
workplace concerns to their Store Manager.\textsuperscript{13} A 17-year barista at Store 2618\textsuperscript{14} testified that he goes to the Store Manager regarding policies, procedures and issues, explaining that he resolved an issue regarding the behavior of another partner with his Store Manager. Similarly, the 3-year shift supervisor testified that she approaches the Store Manager or ASM regarding questions about policies and procedures, and recently went to the ASM regarding an issue surrounding breaks. The Employer’s handbook, known as the “Partner Guide,” instructs employees to approach their Store Manager regarding conflicts and problems along 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.\textsuperscript{15} 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 2618 does not have an ASM. Store 2316 employs the only ASM in District 3032.\textsuperscript{16} 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.” The Store Manager’s job description also specifies these roles, indicating they are responsible for supervising and directing the workforce and making staffing decisions, such as hiring, training, evaluating, disciplining, discharging, and scheduling.

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 open the store, delegate roles for employees on the floor, perform cash management, and are responsible for inventory management on order days.

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.\textsuperscript{17} The 17-year barista testified that Store Manager Rushin has recently managed Store 2618 and Store 2297 concurrently. The record is not clear whether

\textsuperscript{13} As noted above, the Employer and Petitioner stipulated that the entire record from \textit{Cleveland I} be admitted and incorporated into the instant case.

\textsuperscript{14} The barista was hired by the Employer approximately 17 years ago, has worked in the Greater Cleveland area for 17 years, and permanently transferred to Store 2316 around November 2020 and will be referred to throughout the decision as the “17-year barista.”

\textsuperscript{15} No Store Managers for District 3032 testified at the instant hearing or in \textit{Cleveland I}.

\textsuperscript{16} The parties’ stipulation erroneously refers to the ASM position as “Assistant Store Supervisor.” The 3-year shift supervisor testified that the ASM in Store 2316 was in training at the time of the hearing.

\textsuperscript{17} District Manager Weber did not testify at the instant hearing. All testimony by Weber comes from the pre-election hearing in \textit{Cleveland I}.
Rushin is the Store Manager referenced by Weber, nor does the record 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. The record does not indicate when he last visited Store 2618 or Store 2316. He also expects District Managers to visit each store in their district two to three times per month. 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. Weber further testified that baristas in District 3032 contact her by phone, email or text on a weekly basis regarding issues or concerns, or questions not addressed by their Store Managers. The 17-year barista testified that he has seen Weber twice at Store 2618, with the first time being in January when she discussed wages with four employees. According to the 17-year barista, this meeting with Weber was arranged by the Store Manager. The 3-year shift supervisor testified that she has not seen Weber at Store 2316.

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 can ask her questions. The record does not indicate how many shift supervisors attend or participate in these listening sessions, including any from Store 2618 or Store 2316. Weber 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 any shift supervisor meetings for Store 2618 or Store 2316. According to the 3-year shift supervisor, District Managers have not attended the shift supervisor meetings at Store 2316.

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.

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, ASM, or shift supervisor. To assist the Play Caller, the Employer 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

---

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

19 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.”
3-year shift supervisor testified that she currently works approximately 25 to 30 hours per week and uses Play Builder once or twice a week. She further testified that due to her experience as a shift supervisor, she feels she can adjust employee placement faster than Play Builder and does not always agree with the tool’s suggestions. In Cleveland I, a 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. Similarly, another shift supervisor in Cleveland I 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 instore 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 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,21 along with walk-ins, are invited to attend. At the fair, once an applicant has passed the Employer’s prescreening process, the 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 limited to hiring only at fairs; they can and do perform in-store interviews and hiring of prescreened applicants without the need for a superior’s approval. The 17-year barista testified that he has seen Store Manager Rushin interview candidates at Store 2618. Similarly, the 3-year shift supervisor testified that she has seen Store Manager Matusicky interview candidates at Store 2316. Testimony from Cleveland I establishes that Store Managers conduct interviews of job applicants. The record contains no specific detailed evidence District Manager Weber has been involved with hiring at Store 2618 or Store 2316.

---

20 While the record reflects that Store Managers are generally responsible for the hiring, a shift supervisor in Cleveland I 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.

21 The Taleo system stores applicant data.
Individuals apply for a position at a specific store or stores 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 is done by Store Managers and barista trainers. According to the 3-year shift supervisor, the Store Manager designates a barista trainer to work with a new employee. She further testified that, as shift supervisor, she may adjust the training if the employee is a rehire that has previous barista experience. Similarly, new shift supervisors complete training modules for that position.

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 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 2618 or Store 2316 trained at another store. Nor is there any evidence that any barista trainers from Store 2618 or Store 2316 went to another store to train new employees. The 3-year shift supervisor testified that she has trained one new barista in Store 2316 who works at different store outside of District 3032. 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.

---

22 Generally the home store is where the partner is interviewed, oriented, trained, and regularly scheduled for work.
Whedbee testified that while ongoing overtime must be approved by the 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 2618 or Store 2316 or District 3032.

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. Store Managers may also reach out to employees to seek their cooperation to cover a shift. The 3-year shift supervisor testified that the then-ASM of Store 55622, an out-of-district store located in the Cleveland suburb of Lakewood, asked her to work “a couple shifts” at Store 55622, referred to by the Employer as “borrowing.” After she worked at Store 55622, Store 55622 employees texted her and asked her to borrow at that store. However, she declined some requests and did not feel that there could be repercussions for declining. The record contains no evidence of an employee being disciplined for declining 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 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. Store Managers are responsible for having developmental conversations with employees, also referred to as “one-on-one” discussions.

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. The record contains no evidence that the District Manager interviews candidates for shift supervisor or overrules Store Managers’ decisions regarding these promotions. Nor is there any evidence of independent investigations by the District Manager into promotion recommendations. In addition, Store Managers may

23 Also referred to in the record as the “Lakewood store.”
24 Whedbee testified that District Managers conduct audits six times per year.
independently promote employees to the position of barista trainer, which results in a pay raise 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. The 17-year barista testified that when he worked at Store 2274 and it was permanently closing, the Store Manager at Store 2274 ensured that employees “got placed” at other stores. He further testified that the Store Manager for Store 2618 contacted him and said she wanted him to work at Store 2618. He accepted her offer and transferred to Store 2618. He did not speak with anyone other than the Store Manager. The record contains no specific evidence of involvement by the District Manager with this transfer.

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 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

25 Also referred to in the record as the “Key Tower store.” Store 2274 is in District 333, which is part of Area 36 in the Mid America Region.
termination letter to ensure it referenced the correct policy numbers and incident dates. An employee can appeal a corrective action by contacting Partner Relations.

The record does not show that Weber or the former District Manager has ever been involved with discipline or terminations at Store 2618 or Store 2316.

B. Employee Skills, Functions, and Working Conditions

Store employees use a common skillset to prepare and sell identical products at 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 3032, Store 2390 and Store 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,” which as noted earlier is 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 and shift supervisors 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.

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 Partner Guide provides: “Depending on business needs, a partner may be assigned to work at a Starbucks store other than the normal place of work, and the partner will be expected to do so.” The record contains no instances of the Employer scheduling employees to work at nonhome stores unless requested and/or agreed to by the employee. Nothing in the record indicates that the nonhome stores be within District 3032. As addressed above, the 3-year supervisor agreed to work at the Lakewood Store, which is outside the District.

At hearing, the Employer provided raw data regarding employees working in District 3032 during the period from April 29, 2019, through February 13, 2022. The raw data includes information regarding the amount of interchange among thirteen stores, excluding Store Managers and ASMs, in District 3032 during that period. The Employer also provided a report and data analyses by an expert witness to further detail the nature of employee interchange in District 3032, including Store 2618 and Store 2316.

The Employer highlights the following statistics from its datasets relating to District 3032 during the 34-month period from April 29, 2019, to February 13, 2022:

- Nearly 30% of employees worked in two stores or more (with over 10% working in three or more stores) and, conversely, about 70% of employees worked in a single store.

---

26 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.
The Employer highlights the following statistics from its datasets relating to the petitioned-for Store 2618 during the 34-month period from April 29, 2019, to February 13, 2022:

- Of the employees working at Store 2618, approximately 32% of employees worked only at Store 2618, and, conversely, about 69% of employees worked in two or more stores.

- Of the employees working at Store 2618, approximately 24.2% of employees worked at one other store besides Store 2618; approximately 19.4% of employees worked at two other stores besides Store 2618; and approximately 25.0% of employees worked at three or more other stores besides Store 10208.

- Store 2618 was the home store for approximately 41% of all employees working at Store 2618, while the remaining 59% were assigned to other home stores.27

- On average, borrowed employees were required for approximately 20% of total workdays in Store 2618.28

The Employer highlights the following statistics from its datasets relating to the petitioned-for Store 2316 during the 34-month period from April 29, 2019, to February 13, 2022:

- Of the employees working at Store 2316, approximately 67% of employees worked only at Store 2316, and, conversely, about 33% of employees worked in two or more stores.

- Of the employees working at Store 2316, approximately 18.4% of employees worked at one other store besides Store 2316; approximately 5.7% of employees worked at two other stores besides Store 2316; and approximately 8.9% of employees worked at three or more other stores besides Store 2316.

- Store 2316 was the home store for approximately 75% of all employees working at Store 2618, while the remaining 25% were assigned to other home stores.

- On average, borrowed employees were required for approximately 17% of total workdays in Store 2316.

The Employer further highlights the above interchange is not significantly impacted by myriad special circumstances. Specifically, its report and data analyses apply sensitivity controls showing day of the week or time of year do not impact interchange; changes during COVID-19 pandemic are not driving patterns of regular interchange between stores; the transition and training of labor associated with opening or closing stores within District 3032 is not driving the patterns of regular interchange between stores; temporary sharing of labor preceding or following a permanent transfer of a partner between stores is not driving interchange; and a regular pattern of

27 The Employer notes that there are no stores within District 3032 that are staffed entirely by partners from that home store.

28 The report includes sections applying sensitivity controls for special circumstances, such as the COVID-19 pandemic, the opening and closing of stores, and permanent transfers.
employee interchange emerges from the data even after restricting the data to cumulatively control cumulatively for COVID-19, stores opening or closing, and permanent transfers.

Petitioner highlights the following data as providing greater context and specificity regarding employee interchange, during the Employer’s current fiscal year 2022, from October 4, 2021, through February 13, 2022:

- At Store 2618, only 64 shifts that year were worked by borrowed employees versus 1335 shifts worked by employees with Store 2618 as their home store. Thus, the shifts worked by borrowed employees represent 4.6% percent of all shifts worked at Store 2618.

- Employees with a home store of Store 2618 worked at other stores in 7 instances and in 1335 instances they worked at Store 2618. Thus, borrowed shifts worked by employees with a home store of Store 2618 represent 0.5% of their total shifts.

- At Store 2316, only five shifts were worked by borrowed employees versus 2124 shifts worked by employees with Store 2316 as their home store. Thus, the shifts worked by borrowed employees represent 0.2% percent of all shifts worked at Store 2316.

- Employees with a home store of Store 2316 worked at other stores in 51 instances and in 2124 instances they worked at Store 2316. Thus, borrowed shifts worked by employees with a home store of Store 2316 represent 2.3% of their total shifts.

D. Distance Between Locations

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.29

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 2618 is the northern most store in District 3032, located in Cleveland Heights, and Store 2316 is the western most store in District 3032, located on the western edge of Cleveland. The two closest stores to Store 2316 are not in District 3032.

29 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.
E. Bargaining History

The Employer has no bargaining history with Store 2618 or Store 2316. 30

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, 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 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 Corp., 371 NLRB No. 71, slip op. at 2 (February 23, 2022) (Starbucks Mesa I) (“Because the Employer bears the burden of proof here, it must provide more

30 As noted earlier, I issued a Certification of Representative on June 7, 2022 certifying the Petitioner as the bargaining representative for all baristas and shift supervisors at Store 2390.
than conclusory evidence to establish that its Store Managers have little discretion in personnel matters, especially where there is specific evidence indicating otherwise”).

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 2618 and Store 2316 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 2618 and Store 2316 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).

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

31 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.
particularly in food chains, [for there to be] a considerable degree of centralized administration in the functioning of ... stores").

The Board examined the operational role of the Employer’s Store Managers in Starbucks Mesa I. In that case, 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.” 371 NLRB No. 71, slip op. at 2 (citing Haag Drug, 169 NLRB at 878). Specifically, the Board noted 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, the 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.


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 conducting 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 the hiring decisions. The record contains no evidence that the current District
Manager or former District Managers played any role in interviewing or selecting job applicants at the petitioned-for stores.

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 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. 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, for example, *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 or hiring decision. In addition, the Store Managers independently determine who will be a barista trainer. 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 the scheduling of employees.

In terms of assignment and direction of work, the Employer argues that assignments are managed at the corporate level thought 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 stores. The Employer argues that fact that 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 mediating grievances at their individual stores. While the Employer argues that partners’ workplace concerns are centrally handled centrally by

---

32To 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.
PRSC, the evidence reflects that employees in Store 2618 or Store 2316 generally approach their Store Managers or ASM with workplace issues or concerns. Moreover, District Managers are simply not present in Store 2618 or Store 2316 with enough frequency to serve as supervisory eyes and ears. District Manager Weber oversees eleven stores, including Store 2618 and Store 2316, 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, Inc., 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, addresses complaints or concerns, and can independently promote employees to the position of barista trainer. Moreover, the record contains no historical evidence regarding the frequency with which the District Manager visited Store 2618 or Store 2316. While the record shows current District Manager Weber visits Store 2618 more frequently, there is no specific evidence she has ever visited Store 2316.

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 those at Store 2618 and Store 2316, are vested with significant
Starbucks Corporation  
Cases 08-RC-291055 & 08-RC-291066

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 single-store units.

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 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*, 169 NLRB at 877.

Likewise, employees’ skill sets are largely the same in Store 2618 and Store 2316 as in any other store in District 3032. However, these facts are largely true of all the Employer’s stores nationwide. The record evidence fails to show any meaningful difference in skills among stores or districts. Although District 3032 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

33 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).
significant. See *Starbucks Mesa I*, 371 NLRB No. 71, slip op. at 2 (finding the existence of a drive-thru not to be a meaningful difference in working conditions); *Starbucks Seattle I*, 19-RC-287954 at fn. 1 (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 Store 2618 or Store 2316 or District 3032 from any other store or grouping of stores.

I conclude that this factor does not weigh in favor of single store units. 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 2618 and Store 2316 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*, 330 NLRB at 398. 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*, 336 NLRB at 1114; *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 2618 and Store 2316 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 30% of employees worked in two stores or more during the period from April 29, 2019 to February 13, 2022. On the other hand, Petitioner argues the Employer’s analyses fail to show regular interchange between the petitioned-for stores and other District 3032 stores, as it does not account for the actual frequency or duration an employee worked at one store or another.
Regarding Store 2618, the Employer highlights that about 69% of the employees worked in two or more stores whereas approximately 32% of employees worked only at Store 2618. In addition, Store 2618 was the home store for approximately 41% of all employees working at Store 2618, while the other 59% of employees were assigned to other home stores. On the other hand, Petitioner points out that the Employer’s own data shows interchange is insignificant when examining the percentage of hours and shifts worked by borrowed partners. Specifically, the Employer’s current 2022 fiscal year data, covering the four-month period from October 4, 2021, through February 13, 2022, shows that borrowed partners worked 64 out of 1399 shifts at Store 2618 or 4.6% of all shifts worked.

Regarding Store 2316, the Employer highlights that about 33% of the employees worked in two or more stores whereas approximately 67% of employees worked only at Store 2316. In addition, Store 2316 was the home store for approximately 75% of all employees working at Store 2316, while the other 25% of employees were assigned to other home stores. On the other hand, Petitioner points out that the Employer’s own data shows interchange at Store 2316 is insignificant when examining the percentage of hours and shifts worked by borrowed partners. Specifically, the Employer’s current 2022 fiscal year data, covering the four-month period from October 4, 2021, through February 13, 2022, shows that borrowed partners worked five out of 2129 shifts at Store 2316 or 0.2% of all shifts worked.

The Board recently found similar percentages of borrowed partners insufficient to establish frequent or regular interchange. For example, in Starbucks Mesa I, 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.” 371 NLRB No. 71, 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.” Ibid. 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.” 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

34 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 does not meaningfully “skew” the data on interchange. See Starbucks Mesa I, 371 NLRB No. 71, slip op. at 1 fn. 2 (inclusion of Store Managers and ASMs); Starbucks Buffalo II, 03-RC-285929 et al. at fn. 1 (unpublished) (lack of cumulative control for closures, openings, and permanent transfers).

35 In terms of Store 2316, the Employer notes that two partners at Store 2316 are regularly scheduled to work at the Cleveland Clinic Store, which is also in District 3032. The Petitioner notes that the 2022 fiscal year data shows that one of the partners only worked about 14 percent of her shifts at the Cleveland Clinic Store while the other partner worked about 17 percent of his shifts at the Clinic Store.
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.* 36

Even assuming I relied on the Employer’s district-level analysis of borrowed days for District 3032, I reach the same conclusion and find that the overall district average of 1.6 percent borrowed partner-days out of total partner-days worked is insufficient to meet the Employer’s burden.37

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 Mesa I*, 371 NLRB No. 71 slip op. at 1 fn. 5 (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 communicate, including via phone and text, 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 2618 employees and Store 2316 at other stores and at Store 2618 and Store 2316 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 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 Management Co., Inc.*, 268 NLRB 550, 551 (1984) (finding single-store units appropriate notwithstanding that “[o]nce or twice a week, uniforms, small equipment, or food is

36 See also *Starbucks Corp.*, 19-RC-291410 & 19-RC-291441 at fn. 1 (May 4, 2022) (*Starbucks Eugene III*) (unpublished) (noting “the statistics provided by the Employer here have the same shortcomings that [the Board] 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 Eugene II*, 19-RC-289815 et al. at fn. 1 (unpublished) (same); *Starbucks Seattle I*, 19-RC-287954 at fn. 1 (unpublished) (same); *Starbucks Buffalo II*, 03-RC-285929 et al. at fn. 1 (unpublished) (same); *Starbucks Buffalo I*, 03-RC-282115 et al. at fn. 2 (unpublished) (same); *Starbucks Knoxville*, 10-RC-288098 at fn. 1 (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”)

37 See Employer Exh. 703.
transferred between the two restaurants to relieve temporary shortages”). Further, the record does not reflect that employees are limited in their movement by district lines, as evidenced by the 3-year shift supervisor being contacted by employees from a store outside of District 3032.

Accordingly, I find that the level of employee interchange supports the petitioned-for single-store units.38

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 stores are less than twelve miles from the downtown Cleveland locations, Store 2618 and Store 2316 are on the edges of District 3032. In fact, the two closest locations to Store 2316 are not 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)). 39Accordingly, in view of other factors supporting the single store unit, I find that the factor weighs in favor of the petitioned-for store units.

E. Bargaining History

The Employer lacks a bargaining history for Stores 2618 and 2316. Additionally, there is no bargaining history in the more comprehensive unit. Thus, bargaining history is at best a neutral factor. If anything, it lends support to the appropriateness of single-store units in the present case. See *Lipman’s*, 227 NLRB at 1438 (emphasizing “the fact that there is no bargaining history for

38 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” (emphasis added). Id. at 1408.

39 The Employer’s reliance on *Gray Drug Stores, Inc.*, 197 NLRB 924 (1972) is misplaced. In that case, the Board did not, as the Employer asserts, find the appropriate unit to encompass multiple locations “located along a 300 mile stretch” of Florida. Rather, the Board rejected the employer’s argument that the unit should include all stores statewide, and instead found a more limited unit of stores in two counties to be appropriate based not only on geographic proximity of the stores but also on the lack of autonomy of store managers, shared supervision by district managers, and substantial involuntary temporary transfers. 197 NLRB at 925-26.
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. 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 Corp. v. NLRB, 697 F.3d 1181, 1185 (D.C. Cir. 2012). In finding the units appropriate, I have applied the well-established single-facility presumption and found that single-facility units at the Store 2618 and Store 2316, respectively, are appropriate.

The Employer also argues that there is a uniformity of partner interests throughout the market and 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, 169 NLRB at 878.

V. CONCLUSION

Based upon the record and in accordance with the discussion above, I find that Petitioner’s petitioned-for units consisting of baristas and shift supervisors at Store 2618 and Store 2316 each constitute an appropriate single-facility unit. 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 units requested by Petitioner are 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.

---

40 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).
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.41

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 units 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 units appropriate for the purpose of collective bargaining within the meaning of Section 9(b) of the Act:

   Case 08-RC-291055

   **Included:** All full-time and regular part-time Baristas and Shift Supervisors employed by the Employer at its Store 2618 located at 3093 Mayfield Road, Cleveland Heights, Ohio.

   **Excluded:** All Store Managers, Assistant Store Managers, office clerical employees and guards, and professional employees and supervisors as defined in the Act.

   Case 08-RC-291066

   **Included:** All full-time and regular part-time Baristas and Shift Supervisors employed by the Employer at its Store # 2316 located at 11623 Clifton Boulevard, Cleveland Ohio.

   **Excluded:** All Store Managers, Assistant Store Managers, office clerical employees and guards, and 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 units 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.

---

41 The Employer, Starbucks Corporation, a Washington corporation with headquarters located in Seattle, Washington, and facilities located throughout the United States, including Store 2618 located at 3093 Mayfield Road, Cleveland Heights, Ohio, and Store 2316 located at 11623 Clifton Boulevard, Cleveland, Ohio, is engaged in the retail operation of restaurants. In the past 12 months, a representative period, the Employer derived gross revenues in excess of $500,000 and purchased and received at each of its Ohio facilities listed above goods valued in excess of $5,000, which goods were shipped to the Employer’s Ohio facilities listed above directly from points located outside the State of Ohio.
A. Election Details

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

Case 08-RC-291055

The ballots will be mailed to employees employed in the appropriate collective-bargaining unit at 4:45 p.m. ET on Tuesday, June 21, 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, June 28, 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.

The mail ballots will be commingled and counted at the Region 8 office at 1:00 p.m. (EDT) on Tuesday, July 19, 2022 by videoconference. 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.

Case 08-RC-291066

The ballots will be mailed to employees employed in the appropriate collective-bargaining unit at 4:45 p.m. ET on Tuesday, June 21, 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, June 28, 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.

The mail ballots will be commingled and counted at the Region 8 office at 2:30 p.m. (EDT) on Tuesday, July 19, 2022 by videoconference. 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 units who were employed during the payroll period ending May 29, 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.

A. 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 June 14, 2022. The list must be accompanied by a certificate of service showing service on all parties. The Region will no longer serve the voter list.

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

When feasible, the list shall be filed electronically with the Region and served electronically on the other parties named in this decision. The list may be electronically filed with the Region by using the E-filing system on the Agency’s website at www.nlrb.gov. Once the

42 The parties agreed to use of this formula, as set forth in Davison-Paxon Co., 185 NLRB 21, 23-24 (1970), to determine voter eligibility.

43 Petitioner agreed to waive the 10-day period that it is permitted to receive the voter lists prior to the opening of the polling period.
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.

**B. 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 units 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 units 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.

**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](http://www.nlrb.gov), select E-File Documents, enter the NLRB Case Number, and follow the detailed instructions. If not E-Filed, the request for review should be addressed to the Executive Secretary, National Labor Relations Board, 1015 Half Street SE, Washington, DC 20570-0001, and must be accompanied by a statement explaining the circumstances concerning not having access to the Agency’s E-Filing system or why filing electronically would impose an undue burden. A party filing a request for review must serve a copy
Starbucks Corporation  
Cases 08-RC-291055 & 08-RC-291066

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: June 10, 2022

IVA Y. CHOE, REGIONAL DIRECTOR  
NATIONAL LABOR RELATIONS BOARD  
REGION 8  
ANTHONY J. CELEBREZZE FEDERAL BLDG  
1240 EAST 9TH STREET, ROOM 1695  
CLEVELAND, OH  44199-2086