



October 3, 2022

VIA EMAIL

Lynne Fox, International President  
Workers United, an SEIU Affiliate  
22 South 22<sup>nd</sup> Street  
Philadelphia, PA 19103

Dear Ms. Fox:

This letter responds to your letters dated September 23, 26 and 30, 2022, which unfortunately continue to misrepresent the repeated efforts by Starbucks to make arrangements for bargaining at each store where Workers United has been certified to represent Starbucks partners.

The good news is that your September 30 letter finally provides the information that we have unsuccessfully sought from you repeatedly, which as requested in my letters to you dated August 22 and 30, involved “the lead [Workers United] bargaining representative’s name and contact information for each location in which Workers United believes it to be the certified representative, so we may move the process forward.” This essential information was finally provided in the attachments accompanying your September 30 letter. I note that all Starbucks partners, who were previously the Workers United points of contact, have now been removed and replaced by the Union representatives which you have designated. I trust you will advise those Starbucks partners that Workers United has discontinued their role, which is the reason they will not be receiving communications to address bargaining arrangements.

Consistent with our many prior exchanges, we continue to believe that the arrangements for bargaining must be coordinated locally, which is reflected in the fact that we have designated specific Starbucks representatives who will be responsible for making meeting arrangements for each single store bargaining unit. For your ease of reference, the names and contact information for these Starbucks representatives and additional individuals representing Starbucks, who should be copied regarding bargaining for specific stores, are set forth in Appendix A.

Your recent letters contain multiple contradictions and misrepresentations, some of which are described below. Additionally, my failure to address other issues should not be construed to suggest that we accept or agree to any other statements.

1. Workers United, not Starbucks, Has Caused the Inability to Move Forward with Bargaining. Starbucks has consistently worked to move the bargaining process forward at each store where Workers United certifications have become final, and the actions by Workers United have involved persistent delays, self-contradictions, legally invalid positions and, in our view, irresponsible conduct. For instance, you refuse to acknowledge that single-store bargaining commenced back in January 2022 regarding the Elmwood Ave. Buffalo store and in March 2022 for the Genesee St. Buffalo store. Although the parties held multiple sessions for each Buffalo store, we have not bargained since June 2022 because Workers United has refused to schedule in-person meetings. In addition, after Workers United’s certifications have become final, Workers United did not request bargaining in the majority of the stores for months. Instead, Workers United sent a request to bargain on behalf of all stores without respecting the single store bargaining process.

2. Workers United Has Wasted Months Unlawfully Opposing Single Store Bargaining, and You Continue to Oppose Genuine Good Faith Negotiations Regarding Each Single Store Bargaining Unit. The most important mischaracterization contained in your letters is the accusation that Starbucks “demands” to schedule contract

negotiations “by single store unit.” Factually, at every Starbucks store where Workers United sought representation rights, Workers United insisted that every single store location was an “appropriate” bargaining unit on a stand-alone basis. Starbucks argued repeatedly and unsuccessfully against single store representation. Based on these facts, there must be a separate set of negotiations for every Starbucks single store location where Workers United’s NLRB certification has become final. This is not a Starbucks “demand.” Rather, it is unlawful for Workers United or Starbucks to insist that any single set of negotiations will apply to multiple Starbucks stores on a “regional” or “national” basis.

After Workers United gave Starbucks partners a commitment that their interests would be the subject of negotiations specific to each single store location, Workers United subsequently has been doing everything it can to disregard the unique interests of Starbucks partners at each individual store. Starbucks’ responsibility to every union-represented Starbucks partner in each single store bargaining unit is to satisfy the obligation that the law imposes on both sides: to negotiate in good faith at reasonable agreed-upon times and places in a separate set of meetings that must be specific to the partners working in that individual Starbucks store.

Unfortunately, your communications reflect an effort to circumvent single store location where Workers United has representation rights, to have good faith bargaining in a separate set of negotiations that is specific to the partners working in that specific store. The failure to follow this straightforward requirement of having separate good faith negotiations regarding each single store bargaining unit is clear from your letters:

- In your- August 5 and 12 letters to Howard Schultz, it is purported to be a “formal demand” for bargaining to negotiate a national “first contract” covering 200+ different Starbucks stores, in addition to any subsequent stores where Workers United might be certified.
- In my August 22 letter, I pointed out the need to have separate negotiations for every single store location, and your letters dated August 24 and 29 then sought to have “concurrent” bargaining encompassing large numbers of stores on the same date. Additionally, your letter dated September 1 put us on notice that to insist that bargaining occur “concurrently,” and the Union’s proposals would be “uniform among these stores.”
- In your letter dated September 23, you stated that the Union would “accept any reasonable date and time offered” for bargaining. However, when designated Starbucks representatives sent emails proposing bargaining dates as early as the week of October 10, your letter dated September 26 did not accept any of the proposed dates for the first two proposed weeks, and instead stated that (i) “negotiations will commence no sooner than the week of October 24,” and (ii) you would “propose specific dates or bargaining at the stores soon.”
- In your letter dated September 26, you complained about the “hundreds of emails” that were sent to individuals that Starbucks believed were the appropriate local Workers United representatives based on prior discussions with Workers United, and the same letter contained a reminder of the “instruction, repeated many times, that all communications be directed to my office.” This direction was contradicted by your very next letter, dated September 30, in which you finally identified individuals who were serving as the “designated” Workers United bargaining representative for each store, who would “confirm times and locations for negotiations.” As noted above, your September 30 letter removed previously-designated Starbucks partners who the Union previously identified as leads for single store bargaining. The removal and replacement of these Starbucks partners is clearly intended to push your multi-location bargaining agenda.
- In your September 30 letter, it reflects another effort to circumvent the requirement, regarding every single store location where Workers United has representation rights, that there must be good faith bargaining in a separate set of negotiations specific to the interests of the partners working in that specific store. The aforementioned letter proposes to have negotiations conducted “concurrently” for multiple stores “in the same geographic area,” and if this cannot be arranged, your letter asserts that negotiations should be conducted for multiple stores “consecutively on the date indicated.”

3. Workers United Continues to Disregard the Need to Address, at the Local Level, Bargaining Dates, Times, Locations and Partner Participation. In your letter dated September 23, like many other communications, you

falsely assert that Starbucks “refuses to accept our dates” and Starbucks has supposedly refused “to commit that partner be released from work . . . to attend negotiations except with three weeks’ prior notice.” As indicated above, many of your prior letters demanded to have bargaining at multiple stores on the same single date, while demanding that Starbucks partners be “released” from work to participate in bargaining. As you recall, I explained the facts that you should have already known: these matters had to be addressed locally because of the enormous variation between different Starbucks stores; your failure to identify which Starbucks partners you wanted to have released; vast differences that exist in specific store hours and partner schedules; and your failure to identify or propose particular meeting locations, facilities or times.

Although your September 30 letter finally identifies the designated Workers United representatives who should be contacted to “confirm times and locations for negotiations,” the exhibits accompanying your September 30 letter appear to assign an arbitrary date for “bargaining” at different stores, and most of the attachments fail to address details such as proposed location(s), time(s) or Starbucks partner-participants. This is demonstrated by the following examples:

- Some of the exhibits do not even identify the specific store for which bargaining would occur. For example, the attachment captioned “Principal union contacts in PNW region (WA & OR)” proposes Monday, October 24 for “a store in Olympia, WA,” and Tuesday, October 25 for “a store in Bellingham, WA,” and so on.
- The attachment captioned “CMRJB Lead Bargainer” proposes an assembly-line structure for bargaining relating to three different stores per day, covering 14 stores over five consecutive days from October 24 to October 28, for example. On each day, the earliest store’s negotiations would start at 9 am, which would end when the second store’s negotiations start at noon, and the second store’s bargaining would end when the third store’s negotiations start at 3 pm. Under this type of back-to-back bargaining schedule, your entire proposal would only allot a single bargaining session for each individual store, and it is obvious that Workers United intends to make each store’s session identical to every preceding session. We believe this structure would impede meaningful good faith bargaining for each single store location, contrary to the NLRB’s finding that each store constitutes a stand-alone “appropriate bargaining unit.”
- Your letter does not recognize the possible benefit of scheduling multiple dates for initial bargaining relating to each individual store. Multiple dates would permit far more progress than your proposals, which entail scheduling dozens of sets of negotiations, each involving only a single session on a single date pertaining to each individual store. When making bargaining arrangements at the local level for the various single store bargaining units, this is the type of issue that may be handled differently from store to store, depending on store hours, bargaining location(s), proposed starting/stopping times, partner schedules, calendar conflicts, and other variables.
- Your letter casts significant doubt on whether any of the “designated bargaining representatives” have the authority to address the types of details that will warrant discussion and resolution when making concrete arrangements for a bargaining schedule for each single store. In this regard, your September 30 letter suggests that the “designated bargaining representatives” might only have the authority to “confirm” the times and locations specified in the exhibits accompanying your letter. Moreover, instead of focusing on the bargaining over interests specific to each single store location, your letter emphasizes the need to have negotiations scheduled “concurrently” for all stores “in the same geographic area,” or alternatively, you will seek to have bargaining conducted for the same stores “consecutively.” Your decision to remove Starbucks partners from this process raises additional concerns that the voices of the partners at each single store bargaining are being disregarded.

In short, the transparent objective underlying your recurring communications is an effort to construct a framework for national or regional multiple-store bargaining, which involves the precise structure that Workers United repeatedly and successfully opposed in proceedings before the NLRB. Because Workers United petitioned for single store representation rights based on the Union’s position that every Starbucks location was a stand-alone “appropriate” bargaining unit, after which all voting by Starbucks’ partners was limited to single store elections at 200+ locations, it is objectionable and indicative of bad faith for Workers United to manipulate bargaining

arrangements in a persistent attempt to obtain indirectly what you cannot lawfully insist upon directly, which is regional and/or national bargaining.

On the other hand, we are pleased that Workers United appears to finally be interested in moving forward with making concrete bargaining arrangements. You have acknowledged that the local Starbucks representatives, who on our side have been designated to be responsible for each single store negotiations, have reached out to the Workers United representatives, who we believed were responsible for each single store bargaining unit. Although your September 26 letter adamantly opposed having the arrangements for bargaining worked out at the local level, it is a positive step that your September 30 letter finally identified designated Workers United representatives, albeit no longer previously designated Starbucks partners, for specific single-store locations.

We will leave it to our respective designated representatives to address all of the details regarding bargaining dates, times, locations, scheduling and participants, consistent with our view that these issues must be addressed differently for particular stores. Accordingly, nothing in this letter should be regarded as accepting or otherwise passing on any of the specific proposed arrangements referenced in your September 30 letter and/or other communications.

Sincerely,

A handwritten signature in black ink, appearing to read 'May Jensen', with a long, sweeping flourish extending to the right.

May Jensen  
vice president, partner resources

APPENDIX A Attached – ACP\_SBUX Bargaining Assignments 10.2022