



November 1, 2022

VIA EMAIL

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

RE: Response to Your Letter dated October 27, 2022

Dear Ms. Fox:

This responds to your letter dated October 27, 2022 regarding Starbucks' filing of unfair labor practice charges due to Workers United's unlawful "broadcasting" of negotiations to third parties not present in the particular meetings. Of course, these issues relate to particular sets of bargaining where Workers United has representation rights for single-store units of partners working in a particular Starbucks store.

The issues relating to each separate set of bargaining are being addressed by the particular representatives of Starbucks and Workers United, respectively. For that reason, because your letter does not pertain to any particular store, we decline to engage in a back-and-forth dialogue with you regarding multiple stores in the aggregate.

We will note, however, that the "broadcasting" of negotiations as described in your letter – where everything stated is transmitted via computer to individuals not present who "will only be listening and observing" – is objectionable for several important reasons.

First, both sides in bargaining have a legal right to refuse to be recorded during contract negotiations. The legal right does not merely protect the participants, it also protects the employees – in our case, partners working at the store for which bargaining is taking place – whose issues, problems and concerns will be the subject of negotiations. If the bargaining during this meeting is broadcast virtually to other participants via Zoom or any other platform, this will be tantamount to having the bargaining recorded, and there will be no way to prevent the remote participants from recording and re-transmitting everything that is said. To protect the partners whose interests are affected by the subjects under discussion, many of which involve sensitive topics and which may warrant the discussion of individual partners by name, we insist that bargaining involve meetings limited to participants who are physically present in the meeting room during the agreed upon in-person meetings.

Second, although your October 27 letter asserts that nobody will "electronically record the negotiations, or make any recording of Starbucks representatives at the bargaining table," this is contradicted by the fact that Workers United representatives have not only engaged in the unilateral video recording of bargaining, the video recording has been posted near-simultaneously on the Internet. This is completely objectionable and unlawful, and it underscores the reality that your assurances about non-recording are worthless. There is no way that anyone participating in bargaining can have any assurance that remote parties will refrain from recording and re-transmitting everything that is said. Again, this possibility is especially great given that such unilateral recording and re-transmission has already occurred. Moreover, Workers United's decision to post certain recordings of bargaining on social media highlights its bad faith and preference to create a false narrative via social media without regard to the chilling effect on future bargaining caused by its unlawful actions. Whether or not this objectionable conduct is

repeated, the risk of having additional recordings made (by Workers United agents in the meeting room or other individuals accessing bargaining virtually) will have the same type of chilling effect on the matters discussed. This is why both sides in bargaining have the right to prevent the recording of contract negotiations. Starbucks objects to having other individuals join remotely because neither party can control whether such remote individuals record.

Third, as our designated representatives have indicated in a written statement provided in particular sets of negotiations where this problem has surfaced, the virtual broadcasting of contract negotiations to other people who are not present in-person will adversely affect bargaining in other ways. Expanding contract negotiations to a virtual audience is likely to encourage posturing that will detract from efforts to work out mutual agreements. The union's effort to virtually connect an audience via a union-controlled laptop will not enable Starbucks to monitor who is actually attending. Although your letter states that remote observers "will be identified," this is yet another statement that is contradicted by the actual conduct of Workers United representatives where the bargaining was being unilaterally transmitted remotely via computer to individuals who were not identified. In addition, even if the Starbucks representatives are given the names of some remote observers, it will be impossible to know who is really in the virtual audience, whether they are union representatives, partners, non-employees, members of the media, or the general public. Whenever any virtual platform is used by third parties, the sign-on information can be used by multiple additional people in the remote location whose conduct cannot be observed and who may not appear on the computer. Starbucks also believes it is important for participants to have a sufficient commitment to the process of collective bargaining which is reflected in their arrangements to be physically in the same room with the other participants. Relatedly, your reference to having individuals appear remotely who "will only be listening and observing" shows that Workers United is demanding the presence of an audience who are not otherwise present to assist the union in negotiations.

Fourth, as you know, Starbucks partners physically go to their Starbucks store every day they are working. Workers United representatives in negotiations should have a sufficient commitment to the bargaining process to do the same thing. Bargaining involves important issues, and Starbucks partners whose interests are at stake are equally important.

Fifth, your reference to prior virtual bargaining in Buffalo, New York and Mesa, Arizona does not change the analysis. This was done by mutual agreement, it was not done over the objection of one party, and based on much more substantial COVID-19 concerns that were then-existing, this was agreed to as an interim measure limited to three sets of bargaining pertaining to three stores.

Starbucks remains committed to good faith bargaining regarding each Starbucks store where Workers United has representation rights, with each store having its own meetings specific to the represented partners who work in that individual store. We look forward to meeting in-person with the Workers United bargaining committee so designated for the single-store unit's contract bargaining. However, Starbucks does not agree to having bargaining broadcasted via computer to anyone who is not physically present, and Starbucks does not agree to have any other type of remote participation for the reasons expressed above.

Given that Workers United and Starbucks have now designated their respective representatives for each single-store bargaining unit, such representatives should work together to address details regarding bargaining dates, times, locations, and other logistical issues, and the actual conduct of contract bargaining for each set of negotiations going forward, in-person only.

Sincerely,

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

May Jensen
vice president, partner resources

