



October 26, 2022

VIA EMAIL

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

Dear Ms. Fox:

This responds to your letter dated September 19, 2022 requesting to bargain – on behalf of “all union-represented stores in the U.S.” – over “Starbucks’ decision to eliminate Covid-related benefits, including but not limited to self-isolation pay vaccine pay, and side effects pay.” In response to your September 19 letter, I believe it is helpful to make three points.

First, regarding the Covid-related benefits, Starbucks had no legal obligation to provide notice or the opportunity to bargain before ceasing limited-duration health measures related to the COVID-19 pandemic, which included temporary self-isolation pay, temporary vaccine pay and temporary side effects pay. These Covid-related benefits were implemented on a temporary basis, and Starbucks has a long history of implementing and removing these types of short-term actions. Simply, these Covid-related benefits were temporary and in addition to always having a limited duration, the decisions to make them available and to adjust or discontinue them were the same or similar in kind and degree with other actions that were part of the dynamic status quo at every Starbucks store where Workers United certifications are final.

Second, although Starbucks had no obligation to engage in bargaining before taking the actions described above, we are certainly willing, in response to the request contained in your September 19 letter, to engage in bargaining over these types of COVID-related benefits during the in-person single-store bargaining sessions. As you have acknowledged in our prior communications, Workers United successfully argued for single-store bargaining units at every Starbucks store where Workers United has been certified, and in each separate set of negotiations that relates to a Starbucks store where Workers United’s certification has become final, we will engage in in-person good faith bargaining, including COVID-related benefits if applicable to the partners in the single-store location, in addition to bargaining in good faith over other proposals and counterproposals. However, in line with each NLRB single store bargaining unit, which Workers United insisted was “appropriate” for purposes of collective bargaining, we repeatedly decline your request to engage in national multi-location bargaining.

Third, as previously stated, we believe our responsibility to every 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 in a separate set of negotiations specific to the partners working in that particular Starbucks store

At present, Starbucks is currently seeking to engage in good faith, single-store location in-person bargaining, however, the Union is standing in the way of that occurring due to its insistent on broadcasting in-person bargaining to others outside of the bargaining locations. When Workers United is ready to engage in good faith, in-person only bargaining, it would be prudent of Workers United to come to the bargaining table in-person to respectfully negotiate in good faith over these COVID-related matters.

This effectively addresses the matters raised in your September 19 letter. Of course, if you have additional inquiries regarding issues relevant to negotiations regarding any store for which Workers United's certification has become final, you should direct your Workers United representatives to contact the Starbucks representative and additional individuals, who we have indicated should be copied in relation to matters pertaining to the particular single store bargaining unit.

Sincerely,

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

May Jensen  
vice president, partner resources