



February 6, 2023

VIA EMAIL

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

RE: Response to letters dated January 10, January 23, January 24 and February 6, 2023

Dear Ms. Fox,

Your January 10 communication addresses recent letters sent by Workers United to Starbucks in which the Union refused to commit to attend bargaining for single-store first contract bargaining sessions unless Starbucks agreed, in advance, to the Union's demand to allow observers to participate via Zoom. This letter again memorializes Workers United's position that the Union demands to include observers at bargaining sessions and to broadcast negotiations via Zoom. Additionally, your letter memorializes that Workers United will not agree to meet to bargain without advance agreement by Starbucks to permit both the attendance of observers and the broadcasting to occur.

We appreciate the advance notice that Workers United's representatives will continue refusing to attend scheduled bargaining if Starbucks does not prospectively acquiesce to your demands. As Starbucks has explained ad nauseum, it continues to desire to move forward with bargaining in good faith in-person only for each of the single-store units. Starbucks bases its position on decades of legal precedent, as it has articulated in prior correspondence to you and to the National Labor Relations Board. Please let us know if there are any certified stores for which you are ready and willing to commence bargaining in-person only in the best interest of the partners.

In response to your communication of January 23 and February 6, there have been no new restrictions implemented on Shift Supervisors' ability to pick up barista shifts nor changes to the requirement of management approval of same, so there has been no change to the status quo that would trigger a bargaining obligation. Nor has there been any change in the dynamic status quo regarding the assignment of hours to Shift Supervisors. Starbucks has a longstanding practice of adjusting partner (including Shift Supervisor) schedules based on a variety of business factors; Shift Supervisors are scheduled based on customer traffic, sales, and the number of hours given to the store for Key Holders, so schedules have always fluctuated as a reflection of changing business needs. Because there has been no change in the dynamic status quo, any alleged change in Shift Supervisor schedules is not subject to bargaining. Notwithstanding that, Starbucks does not have to bargain over these issues separate and apart from first contract bargaining, Starbucks reiterates that it is prepared and looks forward to engaging in good faith in-person negotiations over terms and conditions of employment for its represented partners in the context

of single store bargaining, including over the subject of partner scheduling and hours of work. In the interim, Starbucks will continue to maintain the dynamic status quo.

Addressing your January 24 letter, as we have conveyed in numerous prior communications, we continue to believe that the arrangements for bargaining must be coordinated locally. Indeed, our experience shows us that we must work directly with those who will be handling the bargaining to ensure that the date, time, and location work for all who will be in attendance. For nearly all the stores listed in your Attachment A in the aforementioned letter, you have not yet identified a local representative for the Union. Please identify those individuals for each store, so we can make individual arrangements for each single store bargaining unit to begin in-person only negotiations.

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