



March 16, 2023

VIA EMAIL

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

RE: Response to letter dated February 6, 2023

Dear Ms. Fox,

In your letter of February 6, 2023, you request to bargain over Starbucks' alleged decision to and the alleged effects the decision to "implement additional mobile order processing applications to supply product to UberEats or DoorDash drivers."

For many years, Starbucks has facilitated mobile ordering and order pickup, permitting customers and/or third parties to pre-order and pick up its products. DoorDash, UberEats, and other similar third-party vendors have taken advantage of this offering to, in turn, offer our customers the ability to order through their apps or sites and have Starbucks products delivered. Recognizing the above, we have directly partnered with DoorDash for some time; this partnership does not change whether or how customers can get Starbucks products delivered yet is intended to provide a smoother experience to our customers when they order for delivery. Therefore, there has been no change in the terms and conditions of employment to store partners in any certified store that would trigger a decisional or effects bargaining obligation, and any alleged change would be consistent with the maintenance of dynamic status quo. Further, Starbucks has the unilateral right to determine what products it sells and how its customers obtain its products, as such matters lie at the core of its entrepreneurial control of its business.

In your letter, like in your letter requesting information pertaining to shift supervisor schedules, you ask Starbucks to identify all Workers United-represented stores where Starbucks has announced or implemented recent changes in in mobile order processing. As you in your letter regarding the SSV schedules, this request implies that Workers United has not done the leg work to ascertain the basic foundational facts underpinning its request – specifically, what Starbucks allegedly announced and in which certified stores. As you know, the Union represents individual store bargaining units and, as such, it is the Union's obligation to identify the stores in which it alleges that unilateral changes occurred; rather than attempting to transfer the obligation to Starbucks through an informational request. In other words, Starbucks is treating each of these stores as individual units (as Workers United repeatedly filed and argued for in the petition process). As you know, Starbucks expects Workers United to bargain in-person, on a single-store basis, including with respect to Workers United's information requests. Regarding this particular request, the first, the issue is moot because, as reiterated above, there has been no such

change affecting terms and conditions of employment, and thus, there are no stores to identify in response to this request.

The same is true for your second and third requests which seek policies describing the change, as well as copies of announcements, or policy descriptions posted at “affected stores.” Because there was no change, there are no policies, or policy descriptions to provide. Likewise, in response to your fourth and fifth requests, there is no policy description to provide, nor training materials or work instructions. Here is a link to the announcement shared with the media regarding the DoorDash partnership - <https://stories.starbucks.com/press/2023/starbucks-and-doordash-set-to-expand-delivery-partnership-nationwide/>.

Sincerely,

A handwritten signature in cursive script, appearing to read "May".

May Jensen

vice president, partner resources