UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

STARBUCKS CORPORATION

and Case 14-CA-300065

SERVICE EMPLOYEES INTERNATIONAL
UNION LOCAL 513

Lauren Fletcher, Esq., for the General Counsel
Alice D. Kirkland, Benjamin J. Marble, and
Michael G. Pedhirney, Esqs. (Littler Mendelson),
for the Respondent

DECISION

STATEMENT OF THE CASE

MICHAEL A. ROSAS, Administrative Law Judge. This case was tried remotely via Zoom.gov technology on April 4, 2023. Based on a timely filed charge and amended charge by the Service Employees International Union Local 513 (the Union), the complaint, issued on December 13, 2022, alleges that the Starbucks Corporation (the Respondent) violated Section 8(a)(1) of the National Labor Relations Act (the Act)[1] at its North Amidon Avenue, Wichita, Kansas store (the Amidon store) by: (1) in April 2022,[2] threatening employees with unspecified reprisal if they declined to listen to employer speech concerning employee exercise of Section 7 rights, creating an impression that employees' activities were under surveillance by telling them the Respondent was aware they were organizing a union, and threatening employees with loss of benefits if they selected the Union as their bargaining representative; (2) in June, telling employees that store hours were reduced because they engaged in union activity; and (3) in July, telling employees the Respondent closed its hiring portal for the Amidon store because employees engaged in activities on behalf of the Union or other protected concerted activities. The Respondent denies the material allegations in the complaint.[3]

On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed by the General Counsel and Respondent, I make the following

[1] 29 U.S.C. §§ 151-169.

[2] All dates are 2022 unless otherwise indicated.

[3] The Respondent's motion for a Consent Order, filed March 29, 2023, objected to by the General Counsel and the Union was denied. (Tr. 7-13.) The Respondent also moved for judgment as a matter of law with respect to the mandatory meeting allegation at Paragraph 5(a). (Tr. 67-69.) This decision disposes of that motion.

FINDINGS OF FACT

I. JURISDICTION

The Respondent, a corporation, with an office and place of business in Seattle, Washington, and various locations throughout the United States, including in Wichita, Kansas, has been engaged in the retail operation of stores offering coffee and quick-service food. Annually, the Respondent, in conducting its business operations, derives gross revenues more than $500,000, and purchases and receives at its Amidon store products, goods, and materials valued more than $50,000 directly from points outside the State of Kansas. The Respondent admits, and I find, that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

A. The Respondent's Operations

The Respondent operates approximately 9,000 retail coffee shops nationwide. At the relevant times, the Amidon store was staffed with approximately 25 employees.[4] Employees are hired after submitting applications directly to a specific store through the Respondent's Taleo online portal and being interviewed by store management. The Taleo system refreshes periodically for groups of stores, not just one.[5]

The Amidon store's regular hours are 4:30 a.m. to 9:00 p.m. on weekdays and 4:30 a.m. to 10:00 p.m. on weekends.[6] For safety reasons, the Respondent requires a minimum of two people working in the store. At least one must be a shift supervisor or manager.

Carmella Neri managed the Amidon store from May 2019 to January 2023. Lauren Jacobs was the assistant store manager in 2022. Both acted as supervisors within the meaning of Section 2(11) of the Act. At the relevant times in 2022 at the Amidon store, Ramon Fonseca was employed as a shift supervisor, and Maia Cuellar-Serafini and Arden Ingram were employed as baristas.

During her management of the Amidon store, Neri regularly met one-on-one with employees every six months for Performance Development Conversations (PDC meetings)—usually in the spring and fall.. At PDC meetings, Neri would discuss employee performance, interests in career development, and answer any employee benefits questions. She typically listed PDC meetings on employees' schedules. They would occur before, during, or just after the end of shifts, and employees were paid for their attendance. There is no history of any employees ever refusing to meet with Neri for a PDC meeting.[7]

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[4] The Respondent refers to its employees as partners.

[5] I based this finding on Ramon Fonseca's credible and undisputed testimony. (Tr. 60-62.)

[6] The store manager, Carmella Neri, testified that the Respondent has changed the opening hours of its locations in the past but did not recall how often. (Tr. 79.)

[7] An employee refused to discuss the organizing campaign during her April PDC meeting. There is no evidence that an employee would be subject to discipline for refusing to attend a PDC meeting. Nor is there evidence that an employee ever refused to attend such a meeting. (Tr. 74-78.)

B. The Organizing Campaign

In February, Cuellar-Serafini, Ingram, Fonseca and other Amidon store employees began discussing the possibility of joining a union. These discussions took place outside the workplace.[8] On May 20, the Union filed a petition in Case 14-RC-296161 to represent the baristas and shift supervisors at the Amidon store.[9] Union supporters notified Neri and Jacobs by letter and a newspaper article reported the event. After the organizing campaign went public, some employees wore Union pins on their apron. A mail ballot election was conducted between July 1 and August 1. The Union lost the election, and no objections were filed.

C. The April PDC Meetings

During April, Neri held PDC meetings at a table in the lobby with Amidon store employees.[10] In most cases, the one-on-one meetings were scheduled in advance,[11] noted on employees' schedules, and required employees to attend.[12] The meetings lasted between 15 and 20 minutes. Neri was unable to hold a PDC meeting with everyone, however, as several employees called off on shifts on occasions when their meetings were scheduled. Another employee came to a scheduled PDC meeting upset and Neri offered to reschedule.[13]

During these April PDC meetings, Neri addressed the usual topics—employee performance, promotional opportunities, and employee benefits. During her meeting with Fonseca, a shift supervisor, Neri spoke about de-escalation procedures. Neri also spoke to every employee about the consequences of unionization. At the time, she was aware of union organizing activity within the district in the Kansas City, Missouri area, as well as in the Amidon store.[14] Neri had a packet from the Respondent's website that she either showed or read to employees. The packet was entitled, "It's Time To Enroll In Health Coverage – Enroll by August 19, 2022 – You

[8] It is undisputed that organizing activity was underway as of April at the Amidon store. (Tr. 23-24, 32, 46-47.)

[9] GC Exh. 3.

[10] The April PDC meetings were scheduled in accordance with Neri's custom and practice of holding one of the meetings during the spring.

[11] Neri did not dispute Fonseca's testimony that he only learned of his PDC meeting on the same day.

[12] Neri never actually told employees that the meetings were required or that they were not allowed to leave the meetings. Except for one employee who chose to forego discussion of the Union portion of her PDC meeting, none did. Nevertheless, the Respondent did not dispute the credible testimony of the General Counsel's witnesses that the meetings were required because they were placed on their schedules or otherwise told by Neri to attend. Nor were they told that the meetings were voluntary, given the option to not attend or leave anytime, or told that there would be consequences for refusing to participate. (Tr. 25, 27-28, 33-34, 37, 47-48, 58-59.)

[13] Although Neri did not say that the employee accepted the offer, the implication is that the meeting did not occur. Nor could Neri recall whether rescheduled PDC meetings eventually occurred (Tr. 76.)

[14] Neri testified that she "wanted to make sure that [employees] had information in case they had any questions about what was going on in Kansas City." The driving distances between Kansas City and Wichita is approximately 198 miles. See https://www.mapquest.com/directions/from/us/missouri/kansas-city-492982982982496496/to/us/kansas/wichita-ks-282040141. Neri, however, did not refute Cuellar-Serafini's credible testimony that Neri mentioned that "there was talk going around" about the Union at the Amidon store. (Tr. 35, 77.)

must enroll or re-enroll." The benefits included health coverage, employee stock, partner and family support (included paid parental leave), educational opportunities, and employee "perks."[15] Neri told them that it would be on her desk, and she was available to answer any questions they had.[16] At least one employee refused to discuss the subject with her. Neri replied that the employee could come to her with any questions.[17]

During her meeting with Ingram, Neri said that voting in favor of a Union "affects everyone in the store," not just those who supported the Union. In her meeting with Fonseca, Neri acknowledged that there was organizing activity in the district. She told him that if employees unionized, their benefits would be put on the table, and they could lose some of them. Finally, in going through the packet with Cuellar-Serafini, who was pregnant at the time, Neri highlighted the maternity leave benefits. Neri then said, "If you were interested in organizing, these benefits could not be guaranteed to you." She concluded by urging Cuellar-Serafini do her own research about bringing in the Union and make the decision that was right for her.[18]

D. The Hiring Portal

Sometime after Fonseca transferred to the Amidon store in late April,[19] he conversed with customers about their efforts to apply through the hiring portal. A customer came into the store and showed Fonseca their cell phone and said they could not find the hiring portal. Fonseca then attempted to access the hiring portal on his cell phone. He confirmed that the hiring portal listed openings at other stores, but not the Amidon store. About one week later, he spoke to Jacobs in the back of the store. Fonseca told her that the hiring portal appeared was closed. Jacobs replied that the hiring portal was closed because of the unionization efforts. She claimed that, because of the union activity, management could not discuss unions during the hiring process, and they did not want to hire new people without talking to them about the Union. Fonseca replied that the store was understaffed and needed more staff. Jacobs replied that the store's employees neither wanted to work nor cover shifts."[20]

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[15] GC Exh. 2.

[16] Neri did not remember providing employees with a packet of their benefits but said she "might have had put in their packet a copy of the benefits, but I don't remember if I did or not." (Tr. 90-91.)

[17] Neri testified that "at the moment there were a lot of questions surrounding unions and how they work, and if they - - and they could ask me, and if they had any questions, if I didn't have the answer, I could try to find an answer for them." (Tr. 77-78.)

[18] I based these findings on the specific, credible, and consistent testimony of the General Counsel's witnesses. (Tr. 26, 35-36, 47-51.) Neri did not have specific recollection as to what she told the employees in her meetings with Cuellar-Serafini, Ingram, and Fonseca. She testified, "If I said anything, it would have been that everything was up for renegotiation if a store decides to unionize." (Tr. 86-88.)

[19] Fonseca worked at the Amidon store for "a little over four" months until the end of August. (Tr. 65.)

[20] I based these findings on Fonseca's credible testimony. Although he did not specify when Jacobs made the statement, it obviously occurred after he transferred to the Amidon store in late April). (Tr. 53-55, 60-62, 65.) Neri testified that the job application link was always open, except whenever there were "glitches" or the system was refreshing "so that we could get new applicants, instead of just the applicants that are maybe eight months old." She had no recollection, however, as to when the "glitches" occurred. Neri denied telling anyone that the store's hiring practices changed because of union activity. She conceded, however, that Jacobs was doing most of the hiring. Moreover, although Neri testified that she and Jacobs "were actively interviewing," she did not refute Fonseca's testimony that the hiring portal link for employment at the Amidon store was closed at the time he spoke to Jacobs about it. (Tr. 83-86, 90-

E. Store Hours Shortened

Due to a high number of employee call-offs, Neri began closing the store a half-hour earlier—at 8:30 p.m.—beginning in July.[21] When Fonseca asked Neri about the change, she replied that the hours were being changed "because of the Union and to relieve some of the pressure that the Union had on the people."[22]

LEGAL ANALYSIS

I. IMPRESSION OF SURVEILLANCE

The test in determining whether an employer has created the impression that employees' union activities are under surveillance is "whether, under all the circumstances, the employer's statements or other conduct would lead reasonable employees to assume that the employer has placed their union activities under surveillance." *Charter Communications, LLC*, 366 NLRB No. 46, slip op. at 4 (2018), enfd. 939 F.3d 798 (9th Cir. 2019). Because the standard is objective, the impression of surveillance does not turn on whether a supervisor observed union activity. See *Northeast Ctr. for Rehab. and Brain Inj.*, 372 NLRB No. 35, slip op. at 6, fn. 20 (2022), citing *Met Arden LLC d/b/a Arden Post Acute Rehab*, 365 NLRB No. 109, slip op. at 10, 18 (2017) (employer created an impression of surveillance by telling employees that cameras were operational, even though they were not); The Board does not consider the subjective reactions of employees or the intention of employers, but rather whether, "under all circumstances, a respondent's remarks reasonably tended to restrain, coerce, or interfere with employees' rights." *Sage Dining Services, Inc.*, 312 NLRB 845, 856 (1993).

Neri's PDC meetings in Amidon store lobby lasted between 15 and 20 minutes. She addressed the usual topics, like employee performance, promotional opportunities, and benefits, but her discussion about union activity was a new development. While Neri's comments about union activity in Kansas City or the district alone did not reasonably convey the impression that employees' activities were under surveillance at the Amidon store, the circumstances indicate

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91.) Finally, the General Counsel's request for an adverse inference regarding the Respondent's failure to call Jacobs as a witness is denied. First, it is unnecessary, as Fonseca's credible testimony on this point is essentially uncontroverted. *Tom Rice Buick*, 334 NLRB 785, 786 (2001) (absent factual dispute over credited portions of testimony, there was no abuse of discretion in failing to draw an adverse inference). Second, while the testimony established that Jacobs was a Section 2(11) supervisor at the material times, there is no evidence that she was still employed by and, thus, under the Respondent's control at the time of hearing. *Natural Life, Inc.,* 366 NLRB No. 53 (2018), slip op. at 1, fn. 1 (adverse inference drawn for failing to call witness "who could reasonably be expected to corroborate its version of events, particularly when the witness is the party's agent and thus within its authority or control.").

[21] While Neri attributed the change to employee call-offs, she could not recall the frequency of the call-offs. She did refer to 27 call-offs during a week while she was on vacation, but otherwise did not account for the consistently reduced hours throughout the summer. (Tr. 79-83.)

[22] Although the transcript indicates "No audible response," my hearing notes documented that Neri denied telling employees that the change in store hours had anything to do with union activity. (Tr. 83.) In any event, I credit Fonseca's detailed testimony over Neri's terse denial regarding her statement that the shortened store hours were due to union activity. (Tr. 56-57, 85.)

otherwise: Neri's statement to Cuellar-Serafini that there was talk going around in the Amidon store about unionizing; her statement to Ingram that that a vote in favor of unionization affects everyone at the store and she "should keep that in mind;" Neri's coupling of those revelations with statements to the employees about the potential consequences that unionization would have on employees' benefits; and the context in which Neri made these remarks was sufficiently "out of the ordinary" of the topics typically covered in PDC meetings. See *Northeast Ctr. For Rehab and Brain Inj.*, supra at 3 (citations omitted); cf. *Metal Industries*, 251 NLRB 1523, 1523 (1980) (no surveillance when managers stationed themselves with clipboards in the parking lot at the end of the day to say goodbye to employees because this practice began long before union activity started).

The Respondent contends that the statements made by Neri were too generic to constitute surveillance of union activities at the Amidon store. *Frank Mashuda Co., Inc.*, 221 NLRB 233, 237 fn. 7 (1975) (single statement made by employer that "there will be no union trouble in this job," absent the context in which statement was made, did not constitute surveillance, and possibly reflected the employer's good history with labor). Here, however, three former employees provided detailed testimony regarding Neri's remarks in their PDC meetings transitioning from ordinary and customary subjects to union activity and the potential impact on their existing employee benefits. Neri, on the other hand, was unable to recall the substance of these conversations. See *Promedica Health Sys.*, 343 NLRB 1351, 1352 (2004) (employer's indication that they knew about union activity but refusal to disclose the source of that knowledge created the impression that the information had been obtained by surveillance); *Flexsteel Industries*, 311 NLRB 257 (1993) (manager's repeated assertion that he may have heard rumors of employee's union activities was unlawful, as evidence tantamount to actual surveillance is not required to create the impression of surveillance). Under the circumstances, Neri's statements to employees about her awareness of union activity in the Amidon store and within the company district violated Section 8(a)(1).

II. Coercion and Threats

A. Captive Audience Meetings

The complaint alleges that Neri coerced Amidon store employees to attend mandatory PDC meetings in April, during which time she compelled them to listen to the Respondent's views regarding unionization. PDC meetings were periodic, mandatory employee meetings scheduled by Neri. They were held during worktime at the Amidon store and typically addressed customary topics relating to performance and development. At some point in the April meetings, Neri transitioned to the subject of union activity in the Amidon store or the district, and the ramifications it could have on employee benefits. The record established that at least one employee did not want to hear Neri's comments about unionization and her request was accommodated. Moreover, although Neri did not get around to scheduling PDC meetings with every employee in the store, there is no evidence that any employees refused to meet with Neri.

Organizational rights depend on freedom of communication. *Cent. Hardware Co. v. NLRB*, 407 U.S. 539, 543 (1972) (citing *Peyton Packing Co.*, 49 NLRB 828 (1943), enforced, 142 F.2d 1009 (5th Cir. 1944). The freedom to receive "aid, advice and information" from others includes the freedom to determine whether to listen to "aid, advice and information." *Clark Brothers*, 70 NLRB 802, 805 (1946). In this regard, the Board has long held that employers have the right to

discuss unions during meetings that take place in the workplace and when employees are being paid. *Babcock & Wilcox Co.*, 77 NLRB 577, 578 (1948); *Electrolux Home Prod., Inc.*, 368 NLRB 34 (2019) (employer may lawfully convene a mandatory employee meeting and refuse to allow others to express opposing, prounion viewpoints during the meeting). Accordingly, this allegation is dismissed.

B. Threats Regarding Benefits

Statements that predict changes in working conditions or benefits must be "carefully phrased on the basis of objective fact" to reflect the give-and-take nature of future collective bargaining, rather than suggesting that by entertaining union representation, employees are courting the disapproval of their employer. *NLRB v. Gissel Packing Co.*, 395 U.S. 575, 618 (1969). The burden of proof falls on the employer to show that their statements were based on fact and not threats. *Schaumburg Hyundai, Inc.*, 318 NLRB 449, 450 (1995) (the respondent bears the burden of proving that their prediction was based on objective facts).

During the PDC meeting with Cuellar-Serafini, Neri stated that Cuellar-Serafini could not be guaranteed maternity benefits if employees unionized. By failing to mention that Cuellar-Serafini's benefits could also go up, Neri implicitly threatened that Cuellar-Serafini stood only to lose crucial benefits. In Fonseca's PDC meeting, Neri also spoke about benefits and asserted that those benefits would be put on the table, and potentially some could be lost, if employees unionized. In making these statements, Neri failed to explain the give-and-take nature of collective bargaining. *Gissel Packing Co*., 395 U.S. 575, 618 (1969) ("employers may make statements to their employees that predict economic consequences of unionization, so long as the prediction is 'carefully phrased on the basis of objective fact to convey [its] belief as to demonstrably probably consequences beyond its control.'"). By threatening employees with the loss of existing benefits, Neri left them "with the impression that what they may ultimately receive depends in large measure on what the Union can induce the employer to restore." W*ebco Industries*, 327 NLRB 172 fn. 4 (1998), enfd. 217 F.3d 1306 (10th Cir. 2000), quoting *Plastronics Inc.,* 233 NLRB 155, 156 (1977).

Under the circumstances, Neri's statements, devoid of objective facts to support them, violated Section 8(a)(1) by threatening employees with the loss of benefits if they selected the Union as their bargaining representative. See, e.g., *Horseshoe Bossier City Hotel & Casino*, 369 NLRB No. 80, slip op. at 1 fn. 10, fn. 15 (2020), citing *Larid Printing, Inc*., 264 NLRB 369, 369 (1982) (employer violated Section 8(a)(1) by informing employees that they could no longer ask for a last-minute day off if they unionized).

C. Coercive Statements Regarding Hours and Hiring Portal

In determining whether a threat violates Section 8(a)(1), the Board applies an objective standard as to whether the remark reasonably tends to interfere with the free exercise of employee rights, and does not look at the motivation behind the remark. *Divi Carina Bay Resort*, 356 NLRB 316, 320 (2010), enfd. 451 Fed. Appx. 143 (3d Cir. 2011); *Joy Recovery Technology Corp.,* 320 NLRB 356, 365 (1995), enfd. 134 F.3d 1307 (7th Cir. 1998); *Miami Systems Corp.*, 320 NLRB 71, 71 fn. 4 (1995), affd. in relevant part 111 F.3d 1284 (6th Cir. 1997); *Midwest Terminals of*

Toledo, 365 NLRB No. 158 (2017). When applying this standard, the Board considers the totality of the circumstances. *Mediplex of Danbury*, 314 NLRB 470, 471 (1994). The threats in question need not be explicit if the language used by the employer or his representative can reasonably be construed as threatening. *NLRB v. Ayer Lar Sanitarium*, 436 F.2d 45, 49 (9th Cir. 1970). When applying this standard, the Board considers the totality of the relevant circumstances. *KSM Industries,* 336 NLRB 133, 133 (2001).

In May or June, Jacobs told Fonseca that the hiring portal was closed due to her reluctance to hire amid a union campaign. Fonseca did not specify whether the statement was made prior to or after the Amidon's store's employees filed a representation petition on May 20. Nevertheless, as previously noted from Neri's April statements, store management had already impressed upon employees that their union activities were under surveillance. Similarly, Neri told Fonseca in July that the Amidon store hours had been reduced by a half hour due to the union activity of the store's employees. That the evidence failed to provide that either adverse action was due to union activity is irrelevant. By linking the closing of the hiring portal and reduction in employees' work hours by a half hour to Section 7 activity, the statements by Jacobs and Neri violated Section 8(a)(1). See *Benesight Inc.*, 337 NLRB 282, 283-284 (2001) (supervisor's statement unlawfully linking an adverse employment action to Section 7 protected activity constituted a separate violation).

CONCLUSIONS OF LAW

1. The Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. The Union is a labor organization within the meaning of Section 2(5) of the Act.

3. The Respondent violated Section 8(a)(1) of the Act by:

a. Telling employees in April 2022 it was aware they were talking about forming a union, thereby creating an impression among its employees that their union activities were under surveillance by the Respondent.

b. Threating employees with economic reprisal in April 2022 by telling them that benefits benefits would not be guaranteed to them, would be put on the table, and they could lose some of them if employees joined a union.

c. Telling employees in May or June 2022 that it closed its hiring portal because they engaged in union activities.

d. Telling employees in July 2022 that it reduced store hours because they engaged in union activity.

4. The Respondent's unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I shall order it to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act. The Respondent will be ordered to cease and desist from creating an impression among its employees that it is surveilling their union activities, threatening them with economic reprisal by telling them that benefits would not be guaranteed to them, would be put on the table, and they could lose some of them if employees joined a union, and telling employees that store hours were reduced or its hiring portal was closed because of union activity.

Furthermore, based on the Respondent's proclivity for violating the Act,[23] the cease-and-desist order will be broad, *Hickmott Foods*, 242 NLRB 1357 (1979), and extraordinary in nature. See *Amerinox Processing, Inc.*, 371 NLRB No. 105, slip op. at 2 (2022), enfd. 2023 U.S. App. LEXIS 8442, 2023 WL 2818503 (D.C. Cir. 2023); *Gavilon Grain, LLC*, 371 NLRB No. 79, slip op. at 1 (2022) (notice-reading remedy appropriate where the employer's violations are sufficiently numerous and serious that a reading of the notice is warranted to dissipate the chilling effect of the violations on employees' willingness to exercise their Section 7 rights). As requested by the General Counsel, the Respondent will also be ordered to post the standard Board notice, as well as the Board's Explanation of Rights poster, at the facility, distribute them electronically, and have read them aloud by the Amidon store manager to its employees in the presence of a Board agent. I decline, however, to grant the General Counsel's request to order training sessions for managers and supervisors regarding their obligations under the Act, and allowing Board agents enter the non-customer sections of the Amidon store at reasonable times during the 60-day posting period for compliance purposes, as the remedies already ordered render such measures unnecessary.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[24]

ORDER

The Respondent, Starbucks Corporation, Wichita, Kansas, its officers, agents, successors, and assigns, shall

1. Cease and desist from

[23] See 372 NLRB No. 50 (2023), as well as recent administrative law judge decisions issued at Case Nos. 12-CA-291151, 2023 NLRB LEXIS 239; 31–CA–299257, 2023 NLRB LEXIS 228; 03-CA-304675, 2023 NLRB LEXIS 227; 15-CA-290336, 2023 NLRB LEXIS 217; 18-CA-293653, 13-CA-296145, 2023 NLRB LEXIS 205; 2023 NLRB LEXIS 102; 03-CA-285671, 2023 NLRB LEXIS 99; 07-CA-293742, 2023 NLRB LEXIS 61; 27-CA-290551, 2023 NLRB LEXIS 54; 19-CA-290905, 2023 NLRB LEXIS 35; 18-CA-299560, 2023 NLRB LEXIS 159; 13-CA-296145, 2023 NLRB LEXIS 205; and 15 CA-290336, 2023 NLRB LEXIS 217.

[24] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

(a) Creating an impression among its employees that it is surveilling their union activities.

(b) Threatening employees with economic reprisal by telling them that benefits would not be guaranteed to them, would be put on the table, and they could lose some of them if employees joined a union.

(c) Telling employees that store hours were reduced or its hiring portal was closed because of union activity.

(d) In any other manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Within 14 days after service by the Region, post at its Amidon store in Wichita, Kansas, copies of the attached notice marked "Appendix."[25] Copies of the notice, on forms provided by the Regional Director for Region 14, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. The Respondent shall also post the Board's Explanation of Rights poster alongside Appendix A.[26] In addition to physical posting of paper notices, the notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. If, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since April 2022.

(b) Within 14 days after service by the Region, hold a meeting or meetings, scheduled to ensure the widest possible attendance, at which the attached notice at Appendix A and the Board's Explanation of Rights poster are to be distributed to Amidon store employees and then read to employees by the store manager.

(c) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

IT IS FURTHER ORDERED that the complaint is dismissed insofar as it alleges violations of the Act not specifically found.

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[25] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

[26] The Board link to the poster is employee-rights-under-the-nlra-poster-two-page-85-x-11-version-pdf-2022.pdf (nlrb.gov)

Dated, Washington, D.C. May 30, 2023

Michael A. Rosas
Administrative Law Judge

APPENDIX A

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising these rights.

WE WILL NOT tell you that we are aware of your union activities.

WE WILL NOT threaten you with economic reprisal by telling you that your benefits would not be guaranteed, would be put on the table, and you could lose some of them if you join a union.

WE WILL NOT tell you that store hours were reduced, or the hiring portal was closed because you engaged in union activities.

WE WILL NOT in any other manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL post this notice and an Explanation of Rights at our facility in Wichita, Kansas, for a period of 60 days. In addition, WE WILL post the notice and the Explanation of Rights on our intranet and any other electronic message area, including email, where we generally communicate with you.

WE WILL distribute this notice to all employees and, after the notice has been distributed, hold a meeting or meetings during working hours and have this notice read to you and your fellow workers by a management official in the presence of a Board agent.

STARBUCKS CORPORATION
(Employer)

Dated _____ By _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation, and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.
1222 Spruce Street, Room 8.302, Saint Louis, MO 63103-2829
(314) 539-7770, Hours: 8 a.m. to 4:30 p.m.

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/14-CA-300065 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE
THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER (314) 449-7493.