

**Trader Joe's United
Local 4
Store #231
Compilation of Tentative Agreements (TA)**

RECOGNITION

The certified bargaining unit is defined as all Crew and Merchants at Store 231, located at 5727 College Avenue, Oakland, CA 94618, but excluding all Mates, Captains, managers, guards, and supervisors defined by the National Labor Relations Act, as amended.

SEVERABILITY

If any clause, sentence, paragraph or part of this Agreement shall for any reason be determined by a proper judicial authority to be invalid, such determination shall not affect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the clause, sentence, paragraph or parts thereof directly involved in the controversy in which such determination shall have been made.

The provision of this Agreement are hereby declared to be separable and if a court of last resort determines any provision to be in conflict with applicable valid Federal, State, or local laws and regulations, such decision shall not affect the validity or the effectiveness of the remainder of this Agreement. In such case, the parties agree to bargain over the effects of any changes resulting from such nullification(s).

PRONOUN PINS

In recognition of Trader Joe's commitment to supporting trans and gender non-conforming employees and to support bargaining unit employees who feel that a pronoun pin is an important way for customers and crew members to understand how to properly identify them, those employees may wear a Company-provided "pronoun pin." A pronoun pin may be up to 2.0 inches in diameter and state the bargaining unit employee's stated pronoun(s) (any combination of he, him, she, her, they, them) and will be on a red background with white lettering, similar to the Company's name tag. The Company may change or alter this Article, consistent with the Pronoun Pin policy that applies to the rest of the Company's stores, but, for the term of this contract, Trader Joe's will not rescind employee rights to wear a Company-provided pronoun pin and will provide pronoun pins, consistent with the Pronoun Pin policy. The Company will provide notice to the union in advance of implementing any change or alteration to the Pronoun Pin policy. All bargaining unit employees shall have the right and opportunity to make changes to their pronouns.

CREW MEMBER EXPERIENCE

A. Diversity and Opportunity. Consistent with Trader Joe's existing policies, the Company and the union agree that each employee is entitled to work in an environment that is free of unlawful discrimination, harassment, or intimidation and in which their personal dignity is respected. To that end, consistent with Trader Joe's Values Guide and existing policies, every bargaining unit employee has an equal employment opportunity and right to be free from discrimination without regard to factors, such as, sex, sexual orientation, gender, gender identity, gender expression, race, color, ancestry, national origin, citizenship, military and veteran status, religion, marital status, age (over 40), homeless status, physical or mental disability, genetic information, or medical condition (including pregnancy, childbirth, lactation or the need to express milk, and related medical conditions), or any other consideration made unlawful by applicable federal, state, local law or Company Policy. Equal employment opportunities will be extended to all bargaining unit employees with respect to compensation, benefits, discipline, layoff, recall, and termination.

B. Protection to Engage in/Refrain from Union Activity. Consistent with Trader Joe's existing policies, the Company and the union agree that bargaining unit employees will not be discriminated against or harassed based upon their support of, or refusal to support, the union.

C. Union Support for a Workplace Free of Harassment and Discrimination.*

Investigations under this Article should be conducted pursuant to Trader Joe's existing policies. Trader Joe's expects that bargaining unit employees will provide truthful information to facilitate an effective investigation not violative of Section 7 of the Act. The union agrees that it will not interfere with, discourage, or otherwise hinder bargaining unit participation.

* This prior Section does not apply to investigations relating to proceedings by the National Labor Relations Board and is not intended to conflict with or limit crew members' rights under the National Labor Relations Act, including the rights to discuss wages, hours, and other working conditions, and the rights to keep such discussions and activities confidential.

UNION REPRESENTATION

1. The Company recognizes the need for the Union to designate up to six (6) stewards to assist with the implementation of the terms of this Agreement. The stewards may request sufficient time off during working hours, without pay, to assist with the administration of the Agreement, provided there is no interruption in the flow of work. The Company reserves the right to postpone any request by the steward for time off to administer the contract if the timing of such request interrupts the flow of work
2. The Union agrees to notify the Company, in writing, at least seven (7) days prior to a change in the designated steward(s).
3. Whenever a Union steward finds it necessary to investigate a grievance that has been submitted to management, they must receive time off permission from their Captain or a Mate and clock out. Permission will not be unreasonably withheld. In the event the grievance involves another employee, the steward must receive the permission of the Captain or a Mate to meet with the employee and, if the employee consents to participating in the investigatory meeting, the employee is to clock out. In no event shall the investigation of grievances interfere with the orderly operation of the Company. The Company will endeavor to schedule grievance and investigatory meetings (if a Union representative is requested at such meeting), before or after work hours or during break times of an available shop steward. When an investigatory meeting (if a Union representative is requested at such meeting), is scheduled by the Company during the working time of a shop steward, the steward must clock out before attending the meeting. With respect to grievance meetings, bargaining unit employees and stewards participating in grievance meetings during their work hours must also clock out before attending the meeting.
4. To the extent provided to the Company, and without obligation to audit the accuracy of such information, the Company agrees to supply the Union with the name, address, salary, date of hire, phone number, email address, and job classification of all employees covered by this Agreement within thirty (30) days of the date of execution and thereafter quarterly. The Company further agrees to supply the Union with the same information concerning a new employee to be covered by this Agreement within seven (7) days after the Union notifies the Company, in writing, that the employee has become a member of the Union. Thereafter, bargaining unit employees are obligated to notify the Company and the Union of all change of address, phone number, and email address. The Company agrees to notify the Union on a quarterly basis of any resignations, retirements, death, promotions, transfers, demotions, dismissals of bargaining unit members covered by this Agreement.
5. Subject to a reasonable number of requests, all bargaining unit employees who complete and submit the applicable form in Dayforce requesting a copy of their personnel file shall have access to their personnel file within seven (7) calendar days.

SUCCESSORSHIP

The Agreement shall only be binding upon a third-party purchaser, transferee or assignee of Store 231 if determined under applicable law, specifically if the third party fails to set new terms and conditions of employment before hiring a majority of the former Trader Joe's crew members.

In the event of an asset purchase, transfer, merger, or assignment of Store 231 to a third party, the Company shall meet with the Union, upon request, and bargain the impact, if any, to the bargaining unit employees. This paragraph shall not apply to any purchase, transfer, merger, or assignment of Store 231 to a third party that meets the definition of a stock purchase under applicable law, where no changes are made to terms and conditions of employment.

SUBCONTRACTING

The Company has the absolute right to temporarily or permanently subcontract in whole or in part any work performed by bargaining unit employees for any reason. The Company will advise the union in advance and shall meet with the Union, upon request, and bargain the impact, if any, of any subcontracting that would directly result in the permanent layoff of bargaining unit employees.

UNIFORMS

The Company's Dress and Personal Appearance policy, as it may be unilaterally amended, changed or terminated from time to time, will be incorporated by reference herein. The Company, where practicable, shall provide the Union with advance notice of any material change to the Dress and Appearance policy. The Company shall meet with the Union, upon request, and bargain the impact, if any, of any material change to the Dress and Personal Appearance policy. A material change to the Policy, as used in this provision, includes changes that would result in bargaining unit employees being required to purchase their own outerwear for use at work, *e.g.* Trader Joe's ceasing to provide hats to bargaining unit employees. A material change to the Policy does not include, for example, changes to clothing or logo designs, patterns, or colors. This Article and the Policy are not intended to conflict with or limit bargaining unit employees' rights under the National Labor Relations Act.