

Notes:

Attached are the notes from the Oakland bargaining session occurring November 17th and 18th. All notes are paraphrased. As there were three note takers over the course of the two days, there are some inconsistencies in the voice of the notes.

Attached at the end are the rejected proposals referenced throughout the notes.

Besides the crew of #231, also present were:

*Representing the company:*

Nicole Buffalano (Lawyer with Morgan, Lewis & Bockius LLP)

Annie Chon Mussard (Regional VP of Trader Joe's)

*Representing TJU*

Seth Goldstein (Lawyer, part of TJU's legal counsel)

Notes for Bargaining Session November 17, 2025 AM:

Present for Union: Mikial, Seth, two other bargaining unit members, Sam (zoom)

For Company: Nicole, Annie (Company Representative)

Mikial: We have not met since last September 2024 and we requested some dates back in July and August 2025.

Nicole: I know there are dates that you all cancelled so I don't think it is accurate to say that the delays are on us. I don't think I see Rick in the zoom room, I am going to forward him a Teams link so that he has access.

Seth: I would like us to make some changes to the agreement that would allow me to be present through zoom. Let's look for dates so that we don't go over a year without meeting next time.

Nicole: Okay, we will look at some dates.

\*spending some time trying to open the Teams chat so that Rick can have access to the meeting\*

\*Teams link did not work so now the parties are sending a Google Meet \*

\*pivoting back to zoom\*

Seth: We gave you two proposals, familiar to you because we have already agreed to them.

N: Are they the same?

M: Yes, they are the same ones that have previously been agreed to in Minneapolis.

S: Can you also confirm what is going to happen with healthcare?

N: Yeah, if there are any changes to the plans then it would happen until next July. I am not aware of any changes that are going to happen.

S: At this point, Rick updates me on the retirement, but I haven't gotten anything as of now.

N: I haven't heard anything either.

S: We would also like to bargain the evaluation form, it is not the same one that we agreed to.

N: Do you have a copy of it?

S: We gave you two proposals, do you have any questions?

N: No, we will just run a document comparison.

Oakland  
TJU Rockridge contract negotiation  
November 17, 2025

Notes: Joe. Text is all paraphrased.

In the room: TJU's Nava, Jordan, Kaitlyn, Mikial, Mercedes, Coral, Millie, Seth (Lawyer), .  
Folks on Zoom (Sam Abend, Aiden Sutton, Rick (Company Lawyer)).

~2:30pm

Nicole from Morgan Lewis and Annie Chon Mussard from TJ's enter.

Nicole: We want to know who is in attendance at these meetings, we need to know who is coming and going.

Seth: The captain at the store would know folks. To expand the conversation and have a full convo about the store, we should have management here.

Nicole: Is there anything you want to talk about?

Seth: Proposals and dates. We started looking at the new evaluation sheet and don't like it.

Nicole: Do you wanna talk about it?

Seth: Do we want to talk about it quickly?

Mikial: It's too much to do quickly.

Nicole: It can be in January. We'll focus on the proposals you gave to us. Starting with premium pay for Saturday and peak pay. This is an economic proposal.

Seth: We've never agreed to do non-economics before economics. Our membership is hurting because of affordability issues.

Mikial: That's why people can't stay for full meetings, we can't afford to take the full day off.

Seth: Very expensive to live here. And weekends, Saturdays are just as important to people as Sundays.

Mikial: Premium pay is inevitable. We bring in the most items on Saturday night. Also callouts are happening more on Saturdays, leading to understaffing on Saturdays.

Kaitlyn: Going into the holiday season, the store is hectic right now. We're balancing affordability with burnout, there's extra strain on our bodies.

Seth: People are going to be thrown off Medicaid next year, your workers. Tremendous economic stress. [Something about schedules]

Annie: What do you mean schedules?

Seth: It's about economics, workers are under stress and economic pressure.

Nicole: So you're looking to negotiate economics?

Seth: Along with everything else, a mix of proposals.

Nicole: Negotiating one after another is very common and is not going to prolong the process.

Seth: But this is the prime issue.

Nicole: Regarding mandatory timekeeping and the 5min grace period. We wanted to figure out what the issue is that this is solving for.

Mikial: We don't want people to be written up for being 1 min late.

Nicole: Is that happening?

Mikial: It could. It came up in Robert's case in Minneapolis.

Seth: And it isn't going to lead to everyone being late, people show up on time, but there's traffic you have to account for.

Mikial: Plus you have 40 people trying to clock in at once.

Nicole: I'd hope you'd go tell the captain to adjust the time for that. I think part of the concern is that if you have hard rules then if someone is coming in 5min late every day it's an issue.

Mikial: We're open to a counter proposal

Nicole: So it's our discharge / discipline policy. It sounds like this isn't an issue at your store.

Our policy is we'll look at the facts and circumstances and decide.

Seth: So it's at your discretion. We need certainty. If the employer had a bad day they can take it out on the worker. We've seen favoritism as an issue that could impact this.

Nicole: We need to be able to make fair and reasonable decisions.

Seth: If someone has a bad record they're gonna be more than 5 min late. We're asking you to consider this proposal. There should be some leeway here. They may take public transit, the BART could be late.

Annie: So there currently is a grace period with the captains presently?

Kaitlyn: We want the policy down on paper to prevent variation between captains and favoritism.

Nicole: Our position is if it's not broken we don't need to fix it. We do want discretion to consider facts and circumstances like if BART is late. This is covered under discipline and discharge.

Mikial: if the company never intends to discipline people over one minute, then why can't we set it in contract?

Nicole: The decisions are overwhelmingly made fairly. There's few circumstances, just one you've identified.

Mikial: Attendance was a major factor in the last round of performance reviews.

Kaitlyn: Attendance is a way to measure how intensely the employer is disciplining employees. In a crackdown, there's much more discipline on it, it's brought up in performance reviews for me when nothing has changed except that the company is cracking down. The one minute can be the deciding factor.

Nicole: I see where you're coming from. We'll continue to think about this. On uniforms, we've got reimbursement, the right to wear a mask. It seems like this is our current policy. What we have proposed covers everything here except reimbursement: the dress and appearance policy will be in the CBA, includes reimbursement for masks, ability to wear masks, providing shirts and sweatshirts. What we've added is an obligation to bargain over any changes to it. The reimbursement is economic.

Nicole: On sanctuary store: this is hard with these issues. We will follow the legal process as it relates to law enforcement and I don't want to describe that in the CBA. We will comply with the law as it relates to law enforcement. Section two: I'm not sure what this is trying to get at. Certainly we don't expect crew to interact with or respond to law enforcement. Captains and mates should be the only ones dealing with them.

Seth: So put that in writing for us because we want a policy. My understanding was the company doesn't have an ICE policy. The border patrol could go into the parking lot and smash windows and drag people out. People are scared.

Nicole: We haven't had these issues at TJ's.

Seth: Yet. They're going into Home Depot, other stores. It's a matter of time. We'd like a policy.

Mikial: I'm concerned with Joe's response that ICE would never come to this store because we use e-verify, which we already know is not accurate. We have workers with non-citizenship status. Possibility of ICE at store is greater than 0.

Kaitlyn: It's a training issue. ICE is acting outside the law so crew need to be trained on how to handle the situation because ICE will take advantage of them. To be a neighborhood store we need to be strong on this issue.

Seth: People are arrested and sent to El Salvador. The employer would be wise to have a policy on this. The language we've given you is mild.

Mikial: We'd like store leadership to have training on this, especially in a very blue region.

Kaitlyn: We understand the company position but we can also have customers who are non-citizen. We need a written policy so we can understand the company's policy.

Seth: A customer could call ICE into the store. They can come and injure people.

Nicole: not sure what we can put in a policy beyond we'll follow the law for every possible situation.

Annie: I'm a little confused by the proposal vs what you're talking about now, which is a training.

Seth: Hadley had a training, it'd be good to do that with this group too.

Nicole: Our proposal is we don't have a CBA provision on ICE sanctuary store. We'll look into Hadley.

Seth: Maybe i was wrong, was it your store?

Mikial: It was indicated we'd receive it.

Kaitlyn: If our store is saying ICE isn't allowed, then that inherently requires some training on who is ICE and what that means. Like if one crew member opens the door, they can come in. We need to communicate to the crew how to handle this situation.

Nicole: You have our counters, we'll look into a training.

Seth: Do we have dates yet? Maybe January?

Annie: You don't want December dates?

Seth: We might.

Nicole: We'll focus on responding to these and get dates.

Seth: Trademark issue?

Nicole: I won't be able to get back to you on that.

Seth: Do you have any proposals for us?

Nicole: no, we worked on the counters.

Seth: I'm still interested in just cause and arbitration grievance process.

Nicole: Let us know if there's anything else you'd like us to look at.

3:07pm

Annie, Nicole leave.

Kaitlyn, Mercedes leave.

Millie, Coral from TJU arrive.

4:55pm

Nicole, Annie enter.

Seth: Do we have dates?

Nicole: For here and Minneapolis, but not Hadley. Jan 20, 21, or Feb 3, 4.

Seth: Can we do both? [Discussion]

Nicole: Ok we'll do Minneapolis Jan 20, 21, then Oakland Feb 3, 4.

Nicole: We followed up on 401k, same as last year. We also did digging on Roberts situation bc can't imagine discipline for 1minute late one time and found no evidence of this.

Seth: we can get Roberts on. Our understanding is they went for him bc h'es our president.

Mikial: we're not saying that was the entirety of the write-up but it was a factor.

Nicole: I think you should talk to Roberts, but i think it was for a lot of tardiness, not one thing.

Like we talked about, one tardy one time is not gonna be basis for discipline, but if you did that a lot it would be. So this idea that it can never be included in any disciplinary action...

Seth: well i think they've been picking on him for a while

Nicole: i'm not trying to talk about him specifically but raised him bc you brought him up for this proposal.

Mikial: it still makes me uncomfortable, just one minute every day.

Seth: It's just a minute, we could all agree that 10 minutes every day would be outrageous.

There's been a number of instances where we've felt he was disciplined as retaliation bc he's our union president.

Nicole: Ok, well we're here to talk about the proposals. But we just want to have the same facts and we found no evidence. [Offered to look for the write-up].

Seth: Re proposals, we took out reimbursement. We'd like the current uniform policy to continue. We should be able to agree to that. We can always move the mask thing out for another proposal.

Nicole: I think all this is covered by the policy but the question is what if it gets changed?

Seth: I'll take out bargaining and you say that this is the policy.

Nicole: We're trying to find a way to bridge the gap. We're working on a counter.

Seth: We want to bring up ICE issue again. Do you have an ICE policy?

Nicole: There isnt a specific ICE policy.

Seth: Do you think there should be given its a national issue and our members are worried about it?

Nicole: I don't know that there's a need. We have a safety notebook and we have policies for how to handle OSHA for example.

Seth: And by the way it's not just ICE, it's also border patrol. You should be concerned, especially here where Trump has threatened to send troops in.

Mikial: I'll repeat that i think it's important that adequate training occurs. When the national guard were almost deployed here 2 months ago, there were protests, and if action occurs people need to be trained.

Nicole: what would the training even include?

Seth: i dont know but captain said there would be training

Mikial: Training around CA law around whether you have to let agents in. The idea of this training has arisen but the training has not occurred.

Seth: It's a safety issue and there's nothing presently to address ICE safety.

Mikial: There's guidelines for OSHA, and trainings for that. We don't have to wait for a toxic spill to do that training, same for ICE.

Seth: If something happens, the company would be on the line. It's better that you take action to have something in place so fingers aren't pointing when something happens. It's an HR compliance issue. Trump is getting crazier, it'll get worse.

Nicole: We hear you. We're talking to folks about this and looking at the safety issue but I'm not sure.

Seth: There should be a policy.

Nicole: I don't think anyone has a policy specific to this, and I understand that it's a concern. You just have to do what the law says you have to do.

Seth: But they're not following the law. We can't fix that but we can do something.

Mikial: Even signage would be appreciated, employees only signs.

Nicole: ok well we are discussing and we are trying to bridge the gap on uniforms.

Seth: Number 2 I want to talk about premium pay for Saturdays. We're prob gonna add a proposal for time and a half on Sundays. [Economic stressors are tough on workers].

Nicole: It's hard for us to have a discussion of one piece of economics over here. It's a pie, it's not unlimited, and there may be a solution when we look at it as a whole.

Mikial: We're open to proposals on any part of the pie.

Seth: we'll even forego the ice cream with that pie.

Nicole: We need proposals from you.

Seth: Is that everything we wanted to cover? Yeah.

Nicole: We'll work on counters. Meeting tomorrow at 9am?

5:20pm

Nicole and Annie leave.

Bargaining Notes  
November 18th (Second Day)

Present: Aiden(TJU4), Nava(TJU4), Mikial (TJU VP), Seth (Lawyer)

Enter 10:18am

(Waiting for Rick to join)

Seth: I am curious about healthcare changes, any increases expected.

Anne: Mentioned yesterday, no changes.

Mikial: While crew members are facing failing their performance review and not receiving a raise over an issue the company has deemed an uniform issue, the membership believes this proposals falls short in at time we feel the company is already abusing its own uniform policy.

Nicole: This are two issues.

Seth: Info request personal files.

Nicole: I think we can separate the issues. We understand there is a concern about financial lost and haver included that in a new counter.

Seth: We're supplementing the ICE proposals with an additional proposals. And we need further section 7 protection on uniform:

Nicole: We can bridge the uniform proposals.

Mikial: Locker followup? It's retaliation.

Nicole: We can't discuss details on an open charge. We did disagree over the locker use, we could talk about?

Mikial: The membership is fine with the status quo.

Nicole: We have ideas.

Mikial: The union is fine with the current use and practice of the lockers.

Seth: Then there is the trademark lawsuit. We are prepared to litigate. We could use a grievance process. If you want arbitration on that why not int the contract. Bring it into or negotiations.

Nicole: We have philosophical differences.

Seth: You seem to fine on this on trademark, but lets apply this to contract. We want a third party on both issue.

Nicole: Grievance ending binding arbitration, right? We hear you, but not apples to apples.

Seth: I represent working people. We don't have the same resources as the company. That's why we use arbitration. Could be wise? We'll talk later.

Nicole: Thank you.

Coral and Millie join on Zoom

Juan joins via Zoom

Exit 10:46am

Return 12:31pm

Seth: I just sent you another proposal.

Nicole: I will send you the proposal (uniform) took out substantial and explained material. I think we agree on this. Material doesn't include logo design, etc. And added NLRA.

Seth: We gave a proposal on arbitration that includes the trademark case.

Nicole: We don't even have a settlement.

Seth: We want to give you an opportunity to resolve the issue. You represent the company.

Nicole: How does involve the contract.

Seth: Part of trademark settlement includes arbitration, lets make that part of the contract. It involves the members, they create buttons, etc. I'm including in this grievance.

Nicole: Specific to this issue or other.

Seth: This is issue is included along with any other disputes. It seems like the company is not oppose to arbitration.

Nava: What about the sanctuary store proposal?

Nicole: We are still reviewing.

Exit 12:38pm

Resume 1:41pm

Mikial signs uniform TA

Seth: We have other stuff. ICE?

Nicole: Let start with the arbitration proposal. Given it's same form the past, we reject because it is not part of the contract.

Seth: We feel like it is part of terms and condition. We're giving you a management rights proposal. It is a labor issue. We are not the ones that suggested arbitration.

Nicole: For trademark. Trademark only.

Seth: Give us a written response.

Nicole: Now on lockers. The lockers were in addition.

Mikial: Correct.

Nicole: How many lockers.

Mikial: Aprox fifty.

Nicole: Day lockers?

Mikial: They have never been used as day lockers.

Seth: Do the lockers, we withdraw the ULP.

Nicole: We could propose a day locker proposal?

Seth: That is what started the issue. You create issues. Like in Louisville.

Nicole: Next up, we are still looking up sanctuary store. Or current stance is our safety notebook is enough. Anne suggested a general safety training.

Seth: Additional training is good, but we will continue to advocate.

Nicole: AB 450 is very specific with an FAQ.

Seth: We know.

Nicole: Reject arbitration, and we will look at the lockers.

Exit 1:55pm

Mady and Jace join on Zoom

Enter 2:43pm

Nicole: We need to leave. My flight was delayed. We are still talking on lockers. We have no counter on ICE, but we are working on the how and when for workplace violence training.

Seth: Give us a written rejection ICE.

Nicole: Fine.

Seth: Can we settle the lockers? We'll withdraw the charge no admission need.

Nicole: We need more time.

Seth: Let's try to settle this before the next bargaining.

Nicole: We'll reach out. How are the dates?

Seth: Looks good.

Dates: Minn. Jan 20th & 21st  
Oakland Feb 3rd & 4th

Exit 2:48pm

*fini*

**Trader Joe's United  
Local 4  
Store #231  
Bargaining Proposals  
November 17th and 18th**

## 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.

## SANCTUARY STORE

### **Section 1:**

Trader Joe's shall not permit U.S. Immigration and Customs Enforcement (ICE) from entering Store 231 and/or the Store 231 parking lot unless legally compelled to do so by a valid court order or subpoena as it is a designated Sanctuary Store for bargaining unit and community members who may be targeted based on their actual or perceived immigration or citizenship status.

### **Section 2:**

No bargaining unit member shall be required, directed, or expected to investigate, report on, or otherwise inquire into the actual or perceived immigration or citizenship status of any other bargaining unit member.

## UNIFORMS/UNIFORM REIMBURSEMENT

The Company's Dress and Personal Appearance policy, as it may be amended, changed or terminated from time to time, will be incorporated herein. The Company shall notify, meet, and bargain with Trader Joe's United in advance of an amendment, change, or termination of the Company's Dress and Personal Appearance policy.

The Company shall continue its current practice to provide crew/merchants bargaining unit employees with shirts, sweatshirts and beanies in appropriate sizes for all bargaining unit employees whenever requested. The Company, will provide uniforms in any size requested.

### RIGHT TO WEAR A MASK

The Company shall continue to allow the wearing of masks/protective face coverings, gloves, and other PPE as appropriate in the interest of the health and safety of the crew and customers. The Company will provide face masks at no cost to bargaining unit employees.

### REIMBURSEMENT

The Company will provide an bi-annual clothing stipend of \$175.00 for the purchase of shoes, pants, and cleaning of bargaining unit employee uniforms. The first distribution will be provided within 120 days of hire.

PREMIUM PAY FOR SATURDAY  
OR FAIR PAY FOR PEAK LOAD

*NOTE: The intention here is to address Saturday as a close second to Sunday as the highest grossing day of the week, while contending with the largest deliveries of the week and a higher call-out rate than Sunday.*

The Company will pay a \$10/hour premium for all hours worked on Saturdays.

### MANDATORY TIMEKEEPING GRACE PERIOD

The Company will be required to recognize a mandatory grace period for bargaining unit employees with a recorded clock in time within a margin of 5 minutes of scheduled times.