

**Whole Foods Community Co-Op, Inc. ("Employer")
and
United Food & Commercial Workers Union, Local 1189 ("Union")**

Memorandum of Understanding

Employer and Union are parties to a written collective bargaining agreement covering the time period of April 21, 2023 up to and including April 20, 2026, ("CBA").

In light of recent statutory changes, the parties agree to amend Article 5, Section 5.4 C, Article 15.7, Article 15.10, and Appendix C of the CBA as follows:

C. Nursing Breaks: The Employer will provide a private secure location (not a toilet stall) that is shielded from view and free from intrusion from co-workers and the public and that includes access to an electrical outlet, where an employee can nurse or express breast milk in privacy. ~~Employees will have a reasonable amount of break time to accommodate their need to express breast milk for their nursing child for up to three (3) years following the birth of the child.~~ The Employer will ~~also~~ provide reasonable paid breaks to employees who need to nurse or to express milk for their infant children ~~for twelve (12) months following the birth of the child.~~ Breaks will generally run concurrently with other break time.

15.7 VOTING AND ELECTION JUDGE LEAVE:

Every employee who is eligible to vote in a primary or general election has the right to be absent from work with pay for the time necessary to appear at the employee's polling place, cast a ballot, and return to work on the day of ~~the a covered election~~ or during the period allowed for voting in person before a covered election. A "covered election" includes a regularly scheduled state primary or general election, an election to fill a vacancy in the office of United States senator or United States representative, or an election to fill a vacancy in nomination for a constitutional office, the office of state senator or state representative or a presidential nomination primary.

The employee must notify their manager one day in advance if that employee intends to take a reasonable amount of time off of work to vote during regularly scheduled work hours.

Employees serving as an election judge will be paid for all reasonable time spent as an election judge; the Employer will reduce an employee's wages by the amount paid by the election authority. In order to be eligible for this leave, an employee must provide the Employer with at least 20 days' advance written notice of the need for leave and a certification from the appointing authority stating the hourly compensation to be paid to the employee and the hours during which the employee will serve.

15.10 OTHER LEAVES OF ABSENCE:

The Employer shall provide paid and unpaid leaves of absence as required by law, including but not limited to Bone Marrow Donation Leave, Civil Air Patrol Service Leave, ~~Sick or Injured Relative Leave~~, Family and Medical Leave, and Pregnancy and Parenting Leave.


Unpaid leaves of absence for other purposes may be granted in the discretion of the Employer. Requests must be submitted to the Human Resources Department in writing.

APPENDIX C


No employee shall sell, solicit or illegally transfer any controlled substance or alcohol while working or on any Employer premises, Employer worksites or while using Employer provided vehicles. Employees may use prescription medication(s) under the supervision of a physician and with prior notification to the Employer of relevant workplace restrictions related to the medication(s). Absent satisfaction of these two conditions, no employee may be under the influence of any controlled substance while working. No employee shall work on any Employer premises, Employer worksites or use Employer provided vehicles while under the influence of alcohol. No employee shall possess alcohol on any Employer premises or Employer worksites (excluding secured vehicles in parking lots), or in any Employer provided vehicles. No employee shall use, possess, or be impaired by medical or recreational cannabis on Employer premises, or any premises where the employee is working on behalf of Employer, or during the hours of employment.

This Memorandum of Understanding shall be attached to and considered part of the CBA.

For the Employer:


Dated: 12/12/2023

For the Union:


Dated: 12/12/2023