

**Memorandum of Agreement  
Between  
Kroger - Houston Texas L.P.  
And  
UFCW Local Union No. 455**

**Houston Clerks**

Kroger - Houston Texas LP and UFCW Local No. 455 are parties to collective bargaining agreement(s) for the Clerk Unit in Houston, Texas. The parties have met and reached a tentative agreement ("Agreement") for successor collective bargaining agreement(s). Such new agreement(s) shall contain the provisions of the expiring collective bargaining agreement(s) between the respective parties as modified in the attached document entitled, "Tentative Agreements." The new collective bargaining agreements shall have a term of April 12, 2020 through February 24, 2024. The attached documents and the current collective bargaining agreement(s), as modified herein, represent the entire agreement between the parties.

The parties reserve the right to correct any drafting errors in this Memorandum of Agreement.

The Union, its officers and bargaining committee agree to recommend and support the ratification of this Agreement.

Signed and agreed this 19th day of December, 2021:

**For Kroger - Houston Texas LP**

*L.B. [Signature]* 4-5-2022

\_\_\_\_\_  
  
\_\_\_\_\_

**For UFCW Local 455:**

*[Signature]*

\_\_\_\_\_  
  
\_\_\_\_\_

Kroger – Houston, Texas L.P.  
 UFCW Local 455  
 Tentative Agreements  
 Houston Clerks Agreement  
 December 19, 2020

The Company makes the following Tentative Agreements to UFCW Local No. 455 ("Union") for a new collective bargaining agreement for Houston Clerks.<sup>1</sup>

Delete stricken language and Add changes in bold

1.

**ARTICLE 4 CLERKS WORK**

It is agreed that the prevailing practice of work performed **in the industry** by driver salesman, book salesmen, or sales representatives in the area covered by this agreement can further be explained as follows:

1. Many outside sales personnel (as outlined above) perform the service of checking their merchandise, removing their outdated products from sale for credit, making out orders based on shelf inventory, etc., and this practice should not be construed to be a violation of the Agreement.
2. It is further understood that the practice of outside sales personnel working in preparation of and assistance during new store openings, remodels or resets, is a valuable contribution to the future success of a particular store and should not be construed to be a violation of the agreement.
3. In addition to the above, the established practice of stocking **and maintaining** by certain vendors shall not be a violation of the agreement. Those products in Conventional Stores are as follows: beverages, ice, bakery products (cookies, bread, cakes, etc.), snacks, chips, etc., dairy products, ice cream, tobacco and tobacco products, magazines, books, greeting cards, etc., party supplies, candles, etc., records, hosiery, baby food, specialty and ethnic foods, spices, dressings, floor care rental and supplies, brooms, mops, etc., candy, nuts, gum, pasta products, rack jobber (sewing notions, toys, pet supplies, window shades, food care products, garden supplies, shoes, soft goods, patterns, hardware, cosmetics), fire wood, produce specialties (plants, flowers, etc.), bottled water, fishing supplies, sporting goods, paint, leather goods, appliances, auto supplies, and clothing.
4. **Vendor personnel will stock all bulk foods products and will sanitize bulk food bins. This practice should not be construed to be a violation of this agreement.**

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<sup>1</sup>The Company reserves the right at any time during the negotiations process and prior to ratification to amend, withdraw, modify, clarify or add to any proposals. There shall be no final agreement on any issues, regardless of procedural tentative agreements, until a full and complete agreement is reached on all issues which are the subject of matter for bargaining and only after that full agreement is ratified by the parties.

2.

Section 8.02      Workday:

1. The basic workday for all employees before overtime shall be ~~eight eight and a half (8)~~ **(8.5)** hours per day.

3.

Section 8.03      Overtime:

Overtime at the rate of time and one-half (1½) will be paid for all hours worked in excess of the **forty (40)** hour workweek or ~~eight eight and a half (8)~~ **(8.5)** hour work day. Work performed on the seventh (7th) day worked in the workweek shall be compensated at the rate of time and one-half (1 ½). In no event shall the same hours be used twice in computing premium time and/or overtime.

4.

Section 8.04      Daily, Weekly Guarantee:

All employees (except Sacker/Carryout) who are scheduled to work and report for work as scheduled, shall be guaranteed a minimum schedule of four (4) hours of work per day and ~~fifteen (15)~~ **eighteen (18)** hours work per week. **The eighteen (18) hour weekly minimum may be waived by mutual agreement on an individual basis between the employer, employee, and Union representative.**

Employees called in to work shall also be guaranteed a minimum of four (4) hours per day provided the employee is available to work the needed hours.

5.

Section 8.12      Night Premium

A night premium of ~~thirty-five cents (35¢)~~ per hour will be paid for work performed between 9:00 p.m. to 6:00 a.m. to regular night employees who are scheduled as part of the regular night crew.

Effective October 4, 2020, a night premium of one-dollar (\$1.00) will be paid for work performed between 10:00 pm and 6:00 am to regularly scheduled night crew employees. Effective August 8, 2021, a night premium of one-dollar and fifty cents (\$1.50) will be paid for work performed between 10:00 pm and 6:00 am to regularly scheduled night crew employees. Grocery Night Stockers will be paid the overnight premium for all hours worked.

6.

Section 8.13      Other Work

In order to meet the needs of the business in and around the store, the Company can direct part-time Meat Clerks over the age of 18 to assist in departments by stocking, hanging tags, cleaning, and sanitation outside the meat department. Meat department employees will be prohibited from running a cash register or doing any other clerk work.

In order to meet the needs of the business in the meat department, the company can direct part-time clerks over the age of 18 to assist in the meat department by stocking, hanging tags, cleaning, and sanitation. Clerk employees will not operate cutting equipment, machinery, or do any other meat department work.

**Exclusions:** Head Meat Cutters, Meat assistant Department Heads, Certified Meat Cutters, & Journeymen are excluded from working in different departments.

**Seniority:** Schedules will be posted by seniority for all departments based on the employee's classification. Employees will be entitled to additional hours within their own department before these additional hours are offered to employees in other departments.

**Conflict Resolution:** Any issues and/or problems that result from this practice will be resolved in the grievance procedure.

7.

**ARTICLE 9 WAGES**

See attached wage schedule

8.

**Section 10.05**      **Personal Holiday**

Effective January 3, 2021, in addition to the National Holidays, employees shall earn personal Holidays as follows):

Three <del>Two</del> (2) years of continuous service	One (1) Personal holiday
Eight <del>Five</del> (5) years of continuous service	Two (2) Personal holidays
Fifteen <del>Eight</del> (8) years of continuous service	Three (3) Personal holidays
Twenty <del>Fifteen</del> (15) years of continuous service	Four (4) Personal holidays

9.

**Section 11.02**      **Vacation Pay**

(c) If an employee dies before receiving vacation which he/she earned, their estate shall be paid his/her vacation.

10.

**Section 11.06**      **Part-time:**

(a) A part-time employee shall be granted a vacation under the same general rules as provided for full-time employees. Part-time vacation will be figured on the number of hours in the vacation qualifying year divided the weeks in a calendar year. **Part-time employees hired on or after January 3, 2021 will be eligible for a maximum of 4 weeks of vacation under the same general rules as provided for full-time employees.**

11.

Section 13.03

(a) Union Business: The Employer shall grant the necessary time off without discrimination or loss of seniority rights and without pay to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided the Employer is given at least seven (7) (14) days' notice in writing specifying the length of time off, but in no case shall the length of time off exceed one (1) year. **The Employer agrees that management shall not coerce, and/or discourage employees from making their decision to serve in any capacity on Official Union Business. The Employer shall not interrogate the employee and/or question the employee's decision.**

12.

Section 14.01

Uniforms: Any uniform clothing deemed necessary by the Employer for its employees shall be furnished by the Employer and replaced when needed.

The Employer shall provide and shall not charge for the ~~shirts~~ **uniforms** required by the company.

13.

ARTICLE 17 HEALTH & WELFARE

The Parties agree to transition Health and Welfare administration to the Atlanta LLC Effective January 1, 2023. Complete Health and Welfare language to be drafted once agreed upon by the Parties.

14.

ARTICLE 18 PENSION

*Add the following:*

See Letter titled Regarding Consolidated Pension Fund

15.

Section 19.02

Should any differences, disputes, or complaints arise over the interpretation or application of the contents of this agreement, there shall be an earnest effort on the part of both parties to settle such promptly through the following steps:

- Step 1. By conference between the aggrieved employee and/or store steward, Union business representative, or either, and the manager of the store. The Store Manager will issue their decision and/or position within five (5) days following the conference. It is understood that any agreement reached at Step 1 shall be on a non-precedent setting basis.
- Step 2. By conference between the Union business representative and/or store steward and the District Manager **or Division designee**. A meeting will be held within twenty (20) days of the first step decision, and a decision and/or position will be given within fifteen (15) days

of the second step conference, unless mutually extended by the parties. It is understood that any agreement reached at Step 2 shall be on a non-precedent setting basis.

- Step 3. By conference between an official of the Union and the Division Human Resource Manager (or Marketing Area President) or person designated by him. A meeting will be held within thirty (30) days of the second step, and a written decision and/or position on the grievance within fifteen (15) days of the third step conference, unless mutually extended by the parties.
- Step 4. In the event Step 3 fails to settle the complaint, it may be referred to arbitration by either party within thirty (30) calendar days from receipt of the Employer's written decision and position on the complaint; otherwise, the grievance shall be considered null and void.

## 16.

### Section 23.02

This agreement shall be in effect from ~~April 10, 2016~~ **April 12, 2020** through ~~April 11, 2020~~, **February 24, 2024** and shall automatically be renewed from year to year thereafter, unless either party serves notice in writing to the other party at least sixty (60) days prior to the expiration date or any anniversary date thereafter of a desire of termination or changes in this agreement.

## 17.

### GENERAL PROVISIONS RELATIVE TO WAGE SCALE

Delete stricken language and add changes in bold

- A. ~~Part-time employees will start on the first six (6) months rate for the proper classification, and will advance up the pay scale on the basis of one (1) bracket for each six (6) months worked. General Clerks will start on the first (1<sup>st</sup>) step and advance up the pay scale on the basis of one (1) bracket for each six (6) months worked.~~
- A. **Employees that move to Step 1 wage schedule will have a 12 month waiting period starting with the new wage schedule's implementation date of October 2022.**

**New hires will be placed in the PT Step of the scale based upon the proven experience outlined in Section 12.03 and will be subject to a 12 month waiting period starting with their date of hire.**

**Upon completion of the 12 month waiting period, employees in the Step 1 scale will have the ability to progress to Step 2 of the scale if they average 32 hours over the Company's next standard measurement period which is a 52 week look back occurring every October – September.**

**Upon completion of the 12 month waiting period, employees in the Step 2 scale will have the ability to progress to Step 3 of the scale if they average 34 hours over the Company's next standard measurement period which is a 52 week look back occurring every October – September.**

Upon completion of the 12 month waiting period, full time employees in the Step 3 scale will have the ability to progress to Step 4 of the scale if they average 38 hours over the Company's next standard measurement period which is a 52 week look back occurring every October – September.

Upon completion of the 12 month waiting period, full time employees in the Step 4 scale will have the ability to progress to Step 5 of the scale if they average 38 hours over the Company's next standard measurement period which is a 52 week look back occurring every October – September.

18.

~~B. Any employee who is permanently assigned to a higher classification shall be placed in the next wage bracket in the new classification that will afford him an hourly increase, except in the cases where both rates are the same. In such cases, the employee will be assigned the same rate and will progress to the higher brackets in the new classification by normal progression.~~

B. Employees that qualify for Step 2 will not fall below that step due to a decrease in hours.  
Pharmacy Techs that qualify for Step 3 will not fall below that step due to a decrease in hours.

Employees in the Step 3 scale that average less than 34 hours will be placed in the Step 2 scale with the ability to requalify for Step 3 scale during the next measurement period.

Employees in the Step 4 scale that average less than 38 hours will be placed in the Step 3 scale with the ability to requalify for the Step 4 scale during the next measurement period.

Employees in the Step 5 scale that average less than 38 hours will be placed in the Step 4 scale with the ability to requalify for Step 5 during the next measurement period.

All progression moves are effective beginning the first Sunday on or after January 1st following the measurement period.

19.

C. Previous Experience

1 Previous proven comparable experience within ten (10) years from date of present employment, not to exceed the maximum of five (5) years of credit, as shown on the application for employment shall be the basis for determination of the new employee's rate of pay. **Effective February 7, 2021, previous proven comparable experience within ten (10) years from date of present employment, not to exceed the maximum of four (4) years of credit, as shown on the application for employment shall be the basis for determination of the new employee's rate of pay, with years of employment corresponding to each level of rate of pay:**

0-1 years: Level 1

1-2 years: Level 2

2-3 years: Level 3

3+ years: Level 4

20.

D. Other Work: Employees shall perform any work, ~~except meat department work~~, which the manager of the store or District Manager may direct with the understanding that when an employee is assigned to a job with a lesser rate, he will be entitled to his regular rate of pay, unless due to a decrease of work, he has been regularly assigned to a lower rated job and desires to retain such job rather than accept a layoff.<sup>2</sup>

21.

J. Where the Employer deems it necessary to appoint a Head Checker, in addition to a Front End Supervisor, such employee will receive top rate for their classification plus fifty cents (50¢) per hour. Where the Employer deems it necessary to appoint Leads in the positions of ~~Floral, Scan Coordinator, Back Door Receiving, Dairy, Grocery, Frozen Food, Cake Decorator, Fuel, Starbucks/Seattle's Best~~, such employee will receive the top rate for their classification plus fifty cents (50¢) per hour over the employee's current rate upon satisfactory completion of training and upon certification. **Where the Employer deems it necessary to appoint Leads in the positions of Floral, Back Door Receiving, Dairy, E-Commerce, such employee will receive the top rate for their classification plus one dollar (\$1.00) per hour over the employee's current rate upon satisfactory completion of training and upon certification.** It is expected that these positions will apply to most all stores within the designated bargaining unit area. Each individual will be trained at the Company's expense and on the Company's timetable. After the training, each will be tested both on knowledge and work environment applications. Each successful candidate will then be certified in the position and shall begin receiving the premium referenced herein. The Employer will endeavor to complete the initial training for these newly created positions within 12 months following ratification of this agreement, if possible. The Employer reserves the right to remove any employee from the lead positions for performance related reasons including the failure to maintain "best practices" measurements for the average group performance in the Division.

22.

~~K. A Fuel Center Clerk after six (6) months of service shall be given preference by seniority, together with ability, practicability, and availability should an opening occur for a General Clerk store position, at their food store location.~~

~~When a full-time clerk store opening occurs it shall be made available to full-time Fuel Center Kiosk clerks with six months or more seniority, at their food store location. It is understood that General Clerks shall have first preference to full-time openings within the store. Such full-time openings, for their food store location, shall be posted in the Fuel Center for seven (7) calendar days prior to filling. Full-time Fuel Center Kiosk Clerks shall retain their full-time seniority date earned in the Fuel Center and that date can be used in the determination of greater seniority over existing store clerks.~~

23.

L. Assistant Department Heads - The Employer, at its discretion, may appoint an Assistant Department Head. This is not a required position and Management may elect not to assign the position. In the event an employee is assigned as an Assistant Department Head then such employee shall be paid the top rate for their classification plus ~~fifty cents (50¢)~~ **one dollar (\$1.00)** per hour, effective **October 4, 2020**. ~~for Sales Volume 1 and the top rate for their classification plus sixty five cents (65¢) per hour for Sales Volume 2 and the top rate for their classification plus ninety cents (90¢) per hour for Sales Volume 3.~~

<sup>2</sup> Nothing in Kroger's proposed changes to work assignment language seeks to alter, or may be construed to impact, the bargaining unit description or the parties' rights to contest that associates performing the work are included or excluded from a bargaining unit.



24.

~~P. Lead Floral Volume 2 or 3 – Management may assign an employee to the position of “Lead Floral Volume 2 or 3”. This is not a required position and management may elect not to assign the position. In the event an employee is assigned as a Lead Floral Sales Volume 2 or 3, then such employee shall be paid the top rate for their classification plus sixty five cents (65¢) per hour for Volume 2 or the top rate for their classification plus ninety cents (90¢) per hour for Volume 3 above their current non-premium wage rate provided total store sales are at the Volume 2 or 3 Level.~~

## LETTERS OF AGREEMENT

Renew LOA #1

Renew LOA #2

Renew LOA #3

Renew LOA #4

Renew LOA #5

Add LOA Educational Leave of Absence

Add LOA UFCW Consolidated Pension Fund

Add LOA Assistant Department Head Training

Add LOA Pharmacy Plan and OOP Max Benefit

Tentative Agreement 11/19/21  
Last increase - 8/8/21

### Houston Clerks

Clerks	Current	2/16/2022	4/1/2022	10/31/2022	4/30/2023
<b>Full-time Step</b>					
S1	\$ 11.00	\$ 11.50	\$ 11.50	\$ 12.00	\$ 13.00
S2	\$ 12.00	\$ 12.50	\$ 11.85	\$ 13.00	\$ 13.50
S3	\$ 13.00	\$ 13.50	\$ 12.40	\$ 14.00	\$ 14.50
S4	\$ 14.00	\$ 14.50	\$ 13.35	\$ 15.00	\$ 15.50
S5	\$ 16.05	\$ 16.05	\$ 16.45	\$ 17.00	\$ 17.50
<b>Part-time Step</b>					
S1	\$ 11.00	\$ 11.50	\$ 11.50	\$ 12.00	\$ 13.00
S2	\$ 11.45	\$ 11.85	\$ 11.85	\$ 13.00	\$ 13.50
S3	\$ 12.00	\$ 12.40	\$ 12.40	\$ 14.00	\$ 14.50
S4	\$ 12.95	\$ 12.95	\$ 13.35	\$ 14.00	\$ 14.50
<b>Courtesy Clerk</b>					
Current	\$ 10.00	\$ 10.50	\$ 11.00	\$ 11.50	
<b>Red-Circled FT Clerks</b> <small>Promoted prior to 2/24/21</small>					
Current	\$ 18.11	\$ 18.51	\$ 19.01	\$ 19.51	
<b>Head Checkers*</b> <small>Promoted prior to 2/24/21</small>					
Current	\$ 18.61	\$ 19.01	\$ 19.51	\$ 20.01	
	\$ 16.55	\$ 16.95	\$ 17.45	\$ 17.95	
**Rates include \$0.50 Premium					

Dept Heads	Current	2/16/2022	4/1/2022	10/31/2022	4/30/2023
Tier 1 - \$750K	\$ 20.80	\$ 21.30	\$ 21.80	\$ 22.30	\$ 22.80
Tier 2 - \$750K	\$ 21.30	\$ 21.80	\$ 22.30	\$ 22.80	\$ 23.30
*w/o lead/PK					
<b>Compliance Store Mgr</b>					
Current	\$ 18.55	\$ 18.95	\$ 19.45	\$ 19.95	

Multi-Steppers	Current	2/16/2022	4/1/2022	10/31/2022	4/30/2023
<b>Full-time Step</b>					
S1	\$ 11.00	\$ 11.50	\$ 11.50	\$ 12.00	\$ 13.00
S2	\$ 12.00	\$ 12.50	\$ 12.50	\$ 13.00	\$ 13.50
S3	\$ 13.00	\$ 13.50	\$ 13.50	\$ 14.00	\$ 14.50
S4	\$ 14.00	\$ 14.50	\$ 14.50	\$ 15.00	\$ 15.50
S5	\$ 16.05	\$ 16.05	\$ 16.45	\$ 17.00	\$ 17.50
<b>Part-time Step</b>					
S1	\$ 11.00	\$ 11.50	\$ 11.50	\$ 12.00	\$ 13.00
S2	\$ 11.45	\$ 11.95	\$ 11.95	\$ 13.00	\$ 13.50
S3	\$ 12.00	\$ 12.50	\$ 12.50	\$ 14.00	\$ 14.50
S4	\$ 12.95	\$ 12.95	\$ 13.35	\$ 14.00	\$ 14.50

Assistant Department Head		
	Hourly Rate	
Sales Volume	Current	10/4/2020
\$750,001+	\$0.90	\$1.00
\$500,001 - \$750,000	\$0.65	\$1.00
\$500,000 and less	\$0.50	\$1.00

Note: Assistant department heads shall receive the top rate of their classification in addition to the hourly Sales Volume - Total store sales excluding pharmacy and fuel

Floral Lead		
	Hourly Rate	
Sales Volume	Current	10/4/2020
\$750,001+	\$0.90	\$1.00
\$500,001 - \$750,000	\$0.65	\$1.00
\$500,000 and less	\$0.50	\$1.00

Note: Floral leads shall receive the top rate of their classification in addition to the hourly premium.

Sales Volume - Total store sales excluding pharmacy and fuel

E-Commerce Lead		
	Hourly Rate	
Position	Current	10/4/2020
Clicklist Lead	\$0.50	\$1.00

Note: E-Commerce Leads shall receive the top rate of their classification in addition to the hourly premium.

Lead Classification			
	Hourly Rate		
Position	Current	10/4/2020	
Apparel Lead	\$0.50	No Change	
Back Door Receiver	\$0.50	\$1.00	
Bistro Chef	\$0.50	No Change	
Cake Decorator Lead	\$0.50	No Change	
Coffee Shop Lead	\$0.50	No Change	
Dairy Lead	\$0.50	\$1.00	
Frozen Food Lead	\$0.50	No Change	
Fuel Lead	\$0.50	No Change	
Grocery Lead	\$0.50	No Change	
Head Checker	\$0.50	No Change	
Murray's Cheese Clerk	\$0.50	No Change	
Nature Market Lead	\$0.50	No Change	
Scan Coordinator	\$0.50	No Change	
Seafood Lead	\$0.50	No Change	

Wine Consultant\* \$0.50 No Change

Note: Lead positions shall receive the top rate of their classification in addition to the hourly premium.

\*Wine Consultant - Store must maintain average weekly sales of \$25,000+ in wine (excluding beer).

Night Shift Premium		Night Premium	
	Hourly Rate		
Current	\$0.35		
Upon Ratification	\$1.00		
Effective 8/8/2021	\$1.50		

Effective October 4, 2020, a night premium of one-dollar (\$1.00) will be paid for work performed between 10:00 pm and 6:00 am to regularly scheduled night crew employees. Effective 8/8/2021, a night premium of one-dollar and fifty cents (\$1.50) will be paid for work performed between 10:00 pm and 6:00 am to regularly scheduled night crew employees. Grocery Night Stockers will be paid the overnight premium for all hours worked.

Holiday Premium	
	Hourly Rate
Current	\$0.50 / Hour
	Or
	(1 - 1/4) pay

Clerks - Shall receive \$0.50 per hour for their holiday premium for the first 12 months of employment. Upon completion of 12 months of service, they shall receive time and one-quarter (1 1/4) times an employee's regular rate of pay.

Courtesy Clerks (Baggers) - No holiday premium for the first 6 months of employment. Upon completion of 6 months of service, they shall receive \$0.50 per hour.

Tentative Agreement 12/19/21  
 Last Increase - 8/8/21

## Nachogdoches

Clerks	Checker/ Courtesy Booth Operator					
	Full-time Step	Current	2/6/2022	4/3/2022	10/30/2022	4/30/2023
S1	\$	11.00	\$ 11.50	\$ 11.50	\$ 12.00	\$ 13.00
S2	\$	12.00	\$ 12.50	\$ 12.50	\$ 13.00	\$ 13.50
S3	\$	13.00	\$ 13.50	\$ 13.50	\$ 14.00	\$ 14.50
S4	\$	14.00	\$ 14.50	\$ 14.50	\$ 15.00	\$ 15.50
S5	\$	16.05	\$ 16.05	\$ 16.45	\$ 17.00	\$ 17.50
<b>Part-time Step</b>	<b>Current</b>	<b>2/6/2022</b>	<b>4/3/2022</b>	<b>10/30/2022</b>	<b>4/30/2023</b>	
S1	\$	11.00	\$ 11.50	\$ 11.50	\$ 12.00	\$ 13.00
S2	\$	11.45	\$ 11.95	\$ 12.50	\$ 13.00	\$ 13.50
S3	\$	12.00	\$ 12.50	\$ 13.50	\$ 14.00	\$ 14.50
S4	\$	12.95	\$ 12.95	\$ 13.35		
<b>Courtesy Clerk</b>	<b>Current</b>	<b>2/6/2022</b>	<b>10/30/2022</b>	<b>4/30/2023</b>		
	\$	10.00	\$ 10.50	\$ 11.00	\$ 11.50	
<b>RC FT Clerks-Before 4/2/2000</b>	<b>Current</b>	<b>4/3/2022</b>	<b>10/30/2022</b>	<b>4/30/2023</b>		
	\$	17.15	\$ 17.55	\$ 18.05	\$ 18.55	

Full-time Step	Current	2/6/2022	4/3/2022	10/30/2022	4/30/2023
S1	\$	11.00	\$ 11.50	\$ 11.50	\$ 12.00
S2	\$	12.00	\$ 12.50	\$ 12.50	\$ 13.00
S3	\$	13.00	\$ 13.50	\$ 13.50	\$ 14.00
S4	\$	14.00	\$ 14.50	\$ 14.50	\$ 15.00
S5	\$	16.05	\$ 16.05	\$ 16.45	\$ 17.00

RC FT Clerks	Current	4/3/2022	10/30/2022	4/30/2023
Promoted After 4/2/2000	\$	16.65	\$ 17.05	\$ 17.55

Dept Heads	Current	4/3/2022	10/30/2022	4/30/2023
Tier 1 <\$750K	\$	20.80	\$ 21.30	\$ 21.80
Tier 2 >\$750K	\$	21.30	\$ 21.80	\$ 22.30

\*w/o fuel/RX

## LETTERS OF AGREEMENT

September 30, 2010

Mr. William H. Hopkins  
President  
UFCW Local #455  
121 Northpoint Dr.  
Houston, Texas 77060

Dear Mr. Hopkins,

This Letter of Agreement should be attached to and become part of the Agreement between UFCW Local #455 and The Kroger Co. Houston, Texas titled Houston Clerks, effective upon ratification through April 6, 2013.

The Employer agrees to meet once per quarter to discuss and resolve issues surrounding the Collective Bargaining Agreement.

The above captioned meeting will be between the Manager of Human Resources and the Vice President of Operations for The Kroger Co. Houston Marketing Area and the President of the UFCW, Local #455. The parties may include other representatives as deemed necessary.

Sincerely,

Paul Glenn  
Human Resources Manager

September 30, 2010

Mr. William H. Hopkins  
President  
UFCW Local #455  
121 Northpoint Dr.  
Houston, TX 77060

Dear Mr. Hopkins,

The following Agreements should be attached to and become part of the Agreement between Local No. 455, United Food and Commercial Workers and The Kroger Company, Houston, TX, effective April 4, 2010 through April 6, 2013

Non-Food Work

This Agreement will confirm discussions which took place during our 1981 contract negotiations regarding the identification of Non-Food work in our stores. The concern of the Union at the time stemmed around an arbitration case between a Denver Company and the Denver Local of the UFCW which took place as a result of that company making wholesale transfers of items to their Non-Food departments.

As stated in those negotiations, it is not the intention of The Kroger Company to take the position of the Denver company. We do not plan to declare everything non-edible as non-food for the purpose of classifying work. At the same time, as we have discussed, merchandising decisions from time to time dictate the greatest sales potential can be achieved on a particular product by changing location and merchandising responsibility from food to non-food or vice-versa. Therefore, we must maintain flexibility for some movement to achieve what is best for the Company, our employees, and members of the bargaining unit, that of maximizing sales achievement. Nothing contained in either the above agreement or this letter shall be construed or interpreted as limiting or impairing such flexibility.

I hope the above clarifications of intent will settle any concerns you may have.

San Antonio Jurisdiction

This agreement will confirm the intent of the parties regarding the San Antonio Contract as it relates to the jurisdiction.

The intent of the parties is:

1. The parties agree that Local #455 will retain jurisdiction coverage of the San Antonio Contract.
2. Company and Union agree to bargain a new contract if a new store is opened in one of the jurisdiction counties.

Nacogdoches and Angelina Coverage

This agreement will confirm the intent of the parties regarding coverage of Nacogdoches and Angelina Counties by UFCW Local #455, Houston, TX.

The intent of the parties is:

1. The Employers present location, Store #990 & Store 566, Nacogdoches, TX, will continue to be covered by the Agreement between the parties known as the Houston Clerk Agreement.
2. Future stores of the Employer in the above named counties would be covered by the Agreement between the parties known as the Outstate Clerk Agreement.

#### Electronic Dues

This agreement will confirm our discussion which took place during our 1993 Contract negotiations regarding Section 3.01 and Section 3.02.

The parties agreed that a computer program would be developed and implemented within ninety (90) days from the date of ratification. The new program would electronically make deductions in accordance with the above stated sections of the Collective Bargaining Agreement.

#### Preferred Schedules

The following agreement should be added as a further explanation of Section 7.03 (a):

The Company agrees to give a limited number of the most senior employees (employees with greater than 10 years service) reasonable preference of the choice of schedules, consistent with the needs of the business, thus allowing the most senior employee to work preferred shifts.

Sincerely,

Paul Glenn  
Human Resources Manager

Letter of Agreement  
Between Kroger Texas L.P.  
And UFCW Local 455

During the course of negotiations the parties discussed a number of issues that involve the treatment of employees. After thorough discussions the parties agree to the following principles:

All employees in the Division deserve to be treated with professionalism, courtesy and respect.

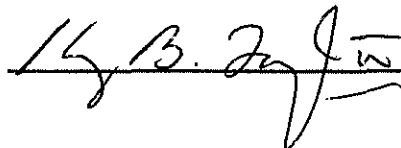
The policies of the Company and the Division should be administered and applied uniformly and consistently.

Counseling and constructive advice for employees should be administered in the appropriate setting with professionalism, courtesy, respect and with union representation where applicable.

When employees have personal situations that are true emergencies, those situations should be handled with sensitivity.

In the event of store temperatures dropping to abnormally cold levels, employee needs will be considered. Employees in those situations may request and be allowed to wear warm clothing that is in keeping with the professional and neat appearance desired for our customers.

FOR THE EMPLOYER

  
\_\_\_\_\_

FOR THE UNION

  
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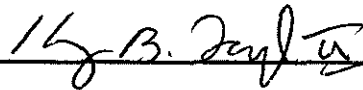


Letter of Agreement  
Between Kroger Texas L.P.  
And UFCW Local 455

The parties agree to meet once per quarter to continue discussions brought forth in bargaining regarding the Kroger Texas Occupational Injury and Disease Benefit Plan. Prior to any updating of the Plan, the Employer will give the Union the opportunity to submit recommendations for consideration.

The meetings will be Co-Chaired by the Manger of Operations for the Southwest Division and the President of UFCW Local 455 and/or his designate. It is understood that the parties may include other representatives as deemed necessary.

FOR THE EMPLOYER

  
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FOR THE UNION

  
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Letter of Understanding  
Between Kroger Texas L.P.  
And UFCW Local 455

Fuel Clerks who complete twelve months of continuous service are eligible for Pension Contributions per Article 18 of the contract. Effective January 1, 2008, Article 17 shall apply to Lead Fuel Center Clerks who meet the eligibility requirements.

FOR THE EMPLOYER

  
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FOR THE UNION

  
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**Letter of Agreement  
Between Kroger Texas L.P.  
And UFCW Local 455  
Regarding Educational Leave of Absence Policy**

An employee enrolled as a full-time student at an accredited college/university, technical/vocational training or a specialized training program as a full-time student during each academic cycle may request an educational leave of absence under the following conditions:

- Institution is beyond a reasonable commuting distance to a Kroger store.
- Leave must be requested on an Educational Leave of Absence Form in advance and must be accompanied by a written confirmation of attendance from the institution.
- Leave shall be granted for a period not to exceed the length of the institution's designated sessions, i.e. semester, trimester or quarter.
- Student must report to management no later than fourteen (14) days from the end of the session.
- When school is not in session and the student lives beyond a reasonable commuting distance, the student may request a leave under the same terms and conditions as other educational leaves.

**FOR THE EMPLOYER**

  
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**FOR THE UNION**

  
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**Letter of Agreement  
Between Kroger Texas L.P.  
And UFCW Local 455  
Regarding Consolidated Pension Fund**

Kroger and various UFCW locals are parties to a Memorandum of Understanding ("MOU") governing pension benefits and Kroger's funding obligations that expires on December 31, 2021. The parties acknowledge that Section 3.7 of the MOU provides, in relevant part, that if the parties to the MOU, including Local 455, do not reach agreement by December 31, 2021 regarding pension benefits and/or Kroger's funding obligation, then the status quo shall remain in effect under then current CBA between Kroger and Local 455 until the expiration of the CBA.

**FOR THE EMPLOYER**

  
\_\_\_\_\_

**FOR THE UNION**

  
\_\_\_\_\_

**Letter of Agreement  
Between Kroger Texas L.P.  
And UFCW Local 455  
Regarding Assistant Department Head Training**

During the course of negotiations, the parties discussed Assistant Department Head training. As a result of these discussions, the Company agrees to conduct three training classes per calendar year. The training classes will be held between February 1st through October 31<sup>st</sup> of each calendar year.

**FOR THE EMPLOYER**

  
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**FOR THE UNION**

  
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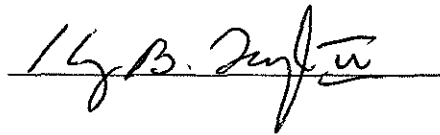
**Memorandum of Agreements  
Between  
Kroger - Houston Texas L.P.  
And  
UFCW Local Union No. 455**

Effective April 1st 2022, The company will implement the modifications to the pharmacy plan design and implement a \$100 credit towards the employee deductibles.


Effective January 1st 2023, The company agrees to implement the employee OOP Max benefit to \$7000/\$14000 in Network and \$12000/\$24000 Out of Network.

Signed and agreed this 19th day of December 2021:

**For Kroger - Houston Texas LP**

A handwritten signature in black ink, appearing to read "L. B. [unclear]", written over a horizontal line.

**For UFCW Local 455:**

A handwritten signature in black ink, consisting of stylized initials and a surname, written over a horizontal line.

**Memorandum of Agreements  
Between  
Kroger - Houston Texas L.P.  
And  
UFCW Local Union No. 455**

The Health and Welfare benefits for the Louisiana agreements will mirror the Houston Clerk and Meat health and welfare benefits, effective January 1st 2022 or upon ratification of the Louisiana agreement

**Signed and agreed this 19th day of December 2021:**

For Kroger - Houston Texas LP

16 B. Jensen 4-5-2022

For UFCW Local 455:

[Signature]

Houston Local 455 Supposal Dec 18, 2021

Plan One	
Hired Before January 1, 2021	
<b>EMPLOYEE ELIGIBILITY - January 1, 2021</b>	
FT Eligibility (ACA definition)	30+ hours per week
PT Eligibility	22 hours minimum
Measurement Period / Stability Period	12 months/12 months
<b>Spouse and Dependent Child(ren)</b>	
Spouse Coverage	34+ hours for spouse
Dependent Child(ren) Coverage	30+ hours for Dep. Children
<b>EMPLOYEE ELIGIBILITY - January 1, 2022</b>	
FT Eligibility (ACA definition)	30+ hours per week
PT Eligibility	25 hours minimum
Measurement Period / Stability Period	12 months/12 months
<b>Spouse and Dependent Child(ren)</b>	
Spouse Coverage	35+ hours for spouse
Dependent Child(ren) Coverage	30+ hours for Dep. Children
<b>EMPLOYEE ELIGIBILITY - January 1, 2023</b>	
FT Eligibility (ACA definition)	30+ hours per week
PT Eligibility	27 hours minimum
Measurement Period / Stability Period	12 months/12 months
<b>Spouse and Dependent Child(ren)</b>	
Spouse Coverage	36+ hours for spouse
Dependent Child(ren) Coverage	30+ hours for Dep. Children
<b>MEDICAL PLAN DESIGN</b>	
Plan Type	PPO
<b>Preventive Coverage</b>	
In Network	100%
Out Of Network	Not Covered
<b>Co-insurance</b>	
In Network	80%
Out Of Network	50%
<b>Predominant Co-insurance (Plan share) January 1, 2021</b>	
In Network	80%
Out Of Network	50%
<b>Predominant Co-insurance (Associate share) January 1, 2021</b>	
In Network	20%
Out Of Network	50%
<b>Annual Deductible: Single / Family January 1, 2021</b>	
In Network	\$450 / \$900
Out Of Network	\$900 / \$1,800
<b>Annual Deductible: Single / Family January 1, 2022</b>	
In Network	\$550 / \$1,100
Out Of Network	\$1,100 / \$2,200
<b>Annual Deductible: Single / Family January 1, 2023</b>	
In Network	\$550 / \$1,100
Out Of Network	\$1,100 / \$2,200
<b>Out of Pocket Max: Single / Family Jan 1, 2021</b>	
In Network	\$8,100 / \$16,200
Out Of Network	\$16,200 / \$32,400
<b>Out of Pocket Max: Single / Family Jan 1, 2022</b>	
In Network	\$7,000 / \$14,000
Out Of Network	\$14,000 / \$28,000
<b>Annual Maximum Benefit</b>	
In Network	Unlimited
Out Of Network	Unlimited
<b>Lifetime Maximum Benefit</b>	
In Network	Unlimited
Out Of Network	Unlimited
<b>POINT OF SERVICE FEES</b>	
In Network	Out Of Network
Primary Care Office Visit (per visit)	\$15.00
Specialist Office Visit (per visit)	20% + \$35 copayment
Urgent Care Copay (per visit)	\$75.00
Urgent Care Copay (per visit)	50% after deductible
TLC / Other Retail Convenience Clinic	\$15.00
Emergency Room (per visit)	\$300 Copay + Co-insurance
Coordination of Benefits	Standard
Live Health Online	Yes
Employee Assistance Program	EAP through Magellan
Target Price for high tech imaging	Yes
Total Health Total You	Yes
Mobile Health Consumer	Yes
Storage to Centers of Excellence (COL)	Yes
<b>Pharmacy/Prescription Drugs Effective January 1, 2023</b>	
Retail	
Retail Days Supply	
30 Day Supply	
Minimum	Maximum
Retail Generic Copay	Greater of \$10 or 10%
Retail Brand Formulary Copay	Greater of \$10 or 20%
Retail Brand Non Formulary Copay	Greater of \$15 or 30%
Specialty Bio-Similar Copay	8%
Specialty Brand Formulary Copay	15%
Specialty Non Formulary Copay	25%
Mail	
Mail Order Days Supply	
90 Day Supply	
Mail Order Generic Copay	Greater of \$15 or 10%
Mail Order Brand Formulary Copay	Greater of \$10 or 20%
Mail Order Brand Non Formulary Copay	Greater of \$15 or 30%
Mail Order Specialty Copay	N/A
Pharmacy Program Options	
90 Day Retail Program (Adhere 90)	Yes
Step Therapy	Yes
Reference Based Pricing (Target Pricing)	Yes
Compound Program	Yes
Mandatory Specialty Drug Program	Yes
Medication Therapy Management	Yes
Quantity Limits	Yes
Prior Authorizations	Yes
<b>Plan One</b>	
Weekly Contributions - Initial amount effective January 1, 2021, incremental increases each January 1 thereafter	
Employee	\$8.00 (2021) / \$9.00 (2022) / \$10.00 (2023)
Employee + Spouse	\$16.00 (2021) / \$19.00 (2022) / \$24.00 (2023)
Employee + Child(ren)	\$14.00 (2021) / \$15.00 (2022) / \$16.00 (2023)
Employee + Spouse + Child(ren)	\$43.00 (2021) / \$46.00 (2022) / \$49.00 (2023)
<b>Dental Benefit</b>	
Annual Deductible	\$100
Preventive Co-insurance	100%
Basic Co-insurance	80%
Major Co-insurance	60%
Annual Maximum Benefit	\$2,000
Orthodontia Coverage	Ortho on + Adju
Orthodontia Deductible	\$50.00
Orthodontia Co-insurance	50%
Orthodontia Lifetime Maximum Benefit	\$1,500
<b>Vision Benefit</b>	
Network	In Network
Exams (every 12 months)	\$10 copay
Frames (every 24 months)	\$150 allowance
Lenses (every 12 months)	\$35 copay
Contact Lenses (in lieu of lenses)	
Diactive Disposable Lenses	\$150 allowance
Non-Elective Contacts	\$105
<b>Income Replacement Plans</b>	
100% Employer Paid	
Basic Life and AD&D (tied to medical eligibility)	Plan A
Co. Paid Life Insurance/AD&D	\$25,000
Full Time Life Insurance (Equal amount for AD&D)	\$15,000
Part Time Life Insurance (Equal amount for AD&D)	\$5,000
Spouse Life Insurance	\$2,500
Dependent Life Insurance	
<b>Short Term Disability (Sick Pay (tied to medical eligibility))</b>	
FT Elimination Period / Injury - Illness / Benefit Duration	7 days injury / 7 days illness / 28 weeks
FT Maximum Benefit a Week	60% to \$200 weekly maximum
PT Elimination Period / Injury - Illness / Benefit Duration	7 days injury / 7 days illness / 28 weeks
Part Time Max Benefit	60% to \$200 weekly maximum
Administrator - Internal or vendor	



Plan Name	Plan Two Hired On or After January 1, 2021	
<b>EMPLOYEE ELIGIBILITY - January 1, 2021</b>		
FT Eligibility	32+ hours per week	
PT Eligibility	27 hours minimum	
Measurement Period / Stability Period	12 months/12 months	
<b>Spouse and Dependent Child(ren)</b>		
Spouse Coverage	35+ hours for spouse	
Dependent Children Coverage	30+ hours for Dep. Children	
<b>MEDICAL PLAN DESIGN</b>		
Plan Type	PPO	
	In Network	Out of Network
Preventive Coverage	100%	Not Covered
Predominant Co-insurance (Plan share)	70%	50%
Predominant Co-insurance (Associate share)	70%	50%
Annual Deductible, Single / Family January 1, 2021	\$1,000 / \$2,000	\$3,000 / \$4,000
Out of Pocket Max. Single/Family eff January 1, 2021	\$4,150 / \$4,300	\$36,300 / \$42,000
Out of Pocket Max. Single/Family eff January 1, 2023	\$2,000 / \$4,000	\$12,000 / \$14,000
Annual Maximum Benefit	Unlimited	Unlimited
Lifetime Maximum Benefit	Unlimited	Unlimited
<b>POINT OF SERVICE FEES</b>		
Primary Care Office Visit Copay (per visit)	\$15.00	50% after deductible
Specialist Office Visit Copay (per visit)	30% + \$15 copayment	50% after deductible
Urgent Care Copay (per visit)	\$25.00	50% after deductible
ILC / Other Retail Convenience Clinic	\$15.00	50% after deductible
Emergency Room (per visit)	\$300 Copay + Co-insurance	
Coordination of Benefits	Standard	
Live Health Online	Yes	
Employee Assistance Program	EAP provided by Magellan	
Target Price for High Tech Imaging	Yes	
Total Health Total You	Yes	
Mobile Health Consumer	Yes	
Storage to Centers of Excellence (CEO)	Yes	
<b>Pharmacy/Prescription Drugs Effective January 1, 2023</b>		
Retail		
Retail Days Supply		
	Minimum	Maximum
Retail Generic Copay	Greater of \$10 or 10%	\$10.00
Retail Brand Non Formulary Copay	Greater of \$20 or 20%	\$10.00
Retail Brand Formulary Copay	Greater of \$10 or 10%	\$10.00
Specialty Brand Formulary Copay	8%	\$100.00
Specialty Brand Non Formulary Copay	15%	\$250.00
Specialty Non Formulary Copay	25%	\$400.00
Mail		
Mail-Order Days Supply	90 Day Supply	
Mail-Order Generic Copay	Greater of \$25 or 17%	\$10.00
Mail-Order Brand Formulary Copay	Greater of \$10 or 10%	\$10.00
Mail-Order Brand Non Formulary Copay	Greater of \$25 or 30%	\$10.00
Mail-Order Specialty Copay	N/A	N/A
<b>Pharmacy Program Options</b>		
90 Day Retail Program (Adhere 90)	Yes	
Step Therapy	Yes	
Reference Based Pricing (Target Pricing)	Yes	
Compound Program	Yes	
Mandatory Specialty Pharmacy	Yes	
Medication Therapy Management	Yes	
Quantity Limits	Yes	
Prior Authorizations	Yes	
<b>Plan Two</b>		
<b>Weekly Contributions - Initial amount effective January 1, 2021, incremental increases each January 1 thereafter</b>		
Employee	Includes medical, Rx, dental and vision \$8.00 (2021) / \$9.00 (2022) / \$10.00 (2023)	
Employee + Spouse	\$36.00 (2021) / \$39.00 (2022) / \$42.00 (2023)	
Employee + Child(ren)	\$14.00 (2021) / \$15.00 (2022) / \$16.00 (2023)	
Employee + Spouse + Child(ren)	\$43.00 (2021) / \$46.00 (2022) / \$49.00 (2023)	
<b>Dental Benefit</b>		
Annual Deductible	Plan Two \$100	
Preventive Co-insurance	100%	
Basic Co-insurance	80%	
Major Co-insurance	60%	
Annual Maximum Benefit	\$2,000	
<b>Orthodontia Coverage</b>		
Orthodontia Deductible	Ortho in + Adult \$50.00	
Orthodontia Co-insurance	50%	
Orthodontia Lifetime Maximum Benefit	\$1,500	
<b>Vision Benefit</b>		
Network	In Network	Out of Network
Exam (every 12 months)	\$10 copay	\$50
Frames (every 24 months)	\$150 allowance	\$70
Lenses (every 12 months)	\$15 copay	\$75
Contact Lenses (in Lieu of Lenses)		
Elective Disposable Lenses	\$150 allowance	\$105
Non-Elective Contacts		
<b>Income Replacement Plans</b>		
100% Employer Paid		
Basic Life and AD&D (auto-rolled and tied to medical eligibility)		
Co. Paid Life Insurance/AD&D		
Full Time Life Insurance (Equal amount for AD&D)	\$25,000	
Part Time Life Insurance (Equal amount for AD&D)	\$15,000	
Spouse Life Insurance	\$5,000	
Dependent Life Insurance	\$2,500	
<b>Short Term Disability/Sick Pay (tied to medical eligibility)</b>		
FT Elimination Period / Injury - Illness / Benefit Duration	7 days injury / 7 days illness / 28 weeks	
PT Elimination Period / Injury - Illness / Benefit Duration	7 days injury / 7 days illness / 28 weeks	
PT Elimination Period / Injury - Illness / Benefit Duration	7 days injury / 7 days illness / 28 weeks	
Part Time Max Benefit	60% to \$200 weekly maximum	
Administrator - Internal or Vendor		