

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

Houston Meat

Kroger - Houston Texas LP and UFCW Local No. 455 are parties to collective bargaining agreement(s) for the Meat 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:

For UFCW Local 455:

15 B. Zupm 4-5-2022

[Signature]

Kroger – Houston, Texas L.P.
 UFCW Local 455
 Tentative Agreements
 Houston Meat 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 Meat.¹

Delete stricken language and Add changes in bold

1.

ARTICLE 4 MEAT DEPARTMENT EMPLOYEES

B. Assistant Department Head - 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 of their classification plus a premium of ~~fifty cents (.50)~~ **one dollar (\$1.00)** per hour, **effective October 4, 2020.** ~~for Volume 1 and sixty-five cents (.65) for Volume 2 and ninety cents (.90) for Volume 3 stores.~~

2.

K. ~~A Service Clerk at the six dollar and twenty-five cent (\$6.25) rate or above who gets promoted to the Seafood Captain classification will automatically be put at the next progression increase.~~

3.

ARTICLE 5 WAGES

Delete stricken language and add changes in bold, re-letter B-D to C-E.

B. 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.

¹The 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.

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.

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 36 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.

4.

B.C. Previous proven comparable experience within ten (10) years, not to exceed five (5) maximum credit, from date of present employment, as shown on 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

5.

ARTICLE 6 HOURS OF WORK

C. Any time worked in excess of ~~eight and a half (8)~~ (8.5) hours in any one (1) day shall be considered overtime and the minimum rate of pay shall be time and one-half (1½) the regular basic rate of pay.

6.

K. A work schedule for part-time employees for the succeeding ~~week~~ weeks shall be posted in each market by ~~4:00 pm~~ 12:00 pm on Friday of the current workweek. Part-time employees will be scheduled for a minimum of ~~fifteen (15)~~ eighteen (18) hours per week if available. The ~~eighteen (18)~~ hour weekly minimum may be waived by mutual agreement on an individual basis between the employer, employee, and Union representative.

7.

S. **Effective October 4, 2020**, A night premium of ~~thirty-five (\$0.35)~~ one-dollar (\$1.00) cents per hour will be paid for work performed between ~~9:00 pm~~ (10:00 pm) to ~~4:00 am~~ (6:00 am). **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.

8.

ARTICLE 7 VACATIONS

B. A qualifying part-time employee, who has completed twelve (12) months continuous service, will be eligible to receive a vacation with pay (provided that the part-time employee has worked six hundred twenty-four [624] or more straight-time hours during such twelve [12] month anniversary period).

Each part-time employee who meets the eligibility requirements of this Section of this Article shall, on his anniversary date, be entitled to receive: One (1) week's pro-rata vacation with pay to be calculated on the basis of the total hours worked during the applicable anniversary year divided by the weeks in a calendar year.

Part-time employees shall be entitled to a second (2nd) week of pro-rated vacation after completion of three (3) years service. **Effective January 3, 2021**, Part-time employees shall be entitled to a third (3rd) week of pro-rated vacation after completion of ten (10) years service and a fourth (4th) week of pro-rated vacation after completion of fifteen (15) years of service. ~~Two (2)~~ Four (4) weeks shall constitute the maximum allowed pro-rated vacation for part-timers.

9.

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

10.

ARTICLE 8 HOLIDAYS*Delete stricken language and add changes in bold*

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

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

11.

ARTICLE 9 LEAVES OF ABSENCE

B. The Employer agrees to grant the necessary time off without discrimination or loss of seniority rights and without pay to not more than two (2) employees out of any one (1) store, and no more than five (5) employees from the Employer, designated by the Union to attend to Union business, provided the Employer is given at least ~~one (1)~~ **two (2)** week's notice, in writing, from the Union, specifying the length of time off, but in no case shall the length of time 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.

Article 11 WORKING CONDITIONS

F.

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

13.

N. In order to meet the needs of the business in and around the store, the Company can direct part-time 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.

14.

Article 12 GRIEVANCE AND ARBITRATION

- 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.

15.

Article 13 HEALTH AND 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.

16.

Article 14 PENSIONS

Delete stricken language and add changes in bold

~~The Employer agrees to continue participation in and contribute to the United Food and Commercial Workers International Union Industry Pension Trust Fund, which Fund has and shall maintain Treasury Department approval. Employer will not be obligated to make any contributions to the Fund which are not deductible for income tax purposes.~~

~~A. Effective the month following ratification (10/1/10) for employees hired prior to June 13, 2004, the Employer shall pay two hundred forty two dollars and twenty cents (\$242.20) per month, for employees who have completed twelve (12) full months of employment, and worked an average of twenty four (24) hours or more per week for the four (4) consecutive weeks immediately preceding the first of the month into the United Food and Commercial Workers Union and Industry Pension Fund.~~

~~B. Effective the month following ratification (10/1/10) for employees hired on or after June 13, 2004, the Employer shall pay one hundred eighty six dollars and one cent (\$186.01) per month, for employees who have completed twelve (12) full months of employment, and worked an average of twenty four (24) hours or more per week for the four (4) consecutive weeks immediately preceding the first of the month into the United Food and Commercial Workers Union and Industry Pension Fund.~~

~~C. Effective the month following ratification (10/1/10) for employees at the 2007 contractual rate of seventy nine dollars and fifty cents (\$79.50) and for employees hired after ratification, the Employer shall pay one hundred eight dollars and fifty seven cents (\$108.57) per month, for employees who have completed twelve (12) full months of employment, and worked an average of twenty four (24) hours or more per week for the four (4) consecutive weeks immediately preceding the first of the month into the United Food and Commercial Workers Union and Industry Pension Fund.~~

~~D. Effective the month following ratification (10/1/10) for part-time employees, the Employer shall pay forty eight dollars and six cents (\$48.06) per month, for part-time employees who have completed twelve (12) full months of employment, attained the age of twenty one (21) and who have worked at least eight hundred and seventy (870)~~

hours or more in a calendar year. Upon qualification, a monthly contribution will be made if the employee averages seventy-two and one-half (72.5) hours per month. Each plan year, (July 1st through June 30th), the employee's hours will be reviewed to determine if eight hundred and seventy (870) hours were worked during this time frame. If eight hundred and seventy (870) hours or more were worked, a retroactive contribution will be made for any months in which the employee did not initially receive a contribution in that plan year.

The first contributions under this section shall be due and payable by the tenth (10th) day of the month following initial liability.

E. ~~Effective May 1, 2016, for employees hired prior to June 13, 2004 and participating prior to September 1, 2005, the Employer shall pay two hundred fourteen dollars and ninety cents (\$214.90) per month, for employees who have completed twelve (12) full months of employment, and worked an average of twenty-four (24) hours or more per week for the four (4) consecutive weeks immediately preceding the first of the month into the United Food and Commercial Workers Union and Industry Pension Fund.~~

F. ~~Effective May 1, 2016, for employees hired prior to June 13, 2004 and participating after September 1, 2005, the Employer shall pay two hundred eleven dollars and eighty-three cents (\$211.83) per month, for employees who have completed twelve (12) full months of employment, and worked an average of twenty-four (24) hours or more per week for the four (4) consecutive weeks immediately preceding the first of the month into the United Food and Commercial Workers Union and Industry Pension Fund.~~

G. ~~Effective May 1, 2016, for employees hired on or after June 13, 2004 and before October 1, 2010, the Employer shall pay one hundred sixty-two dollars and seventy-one cents (\$162.71) per month, for employees who have completed twelve (12) full months of employment, and worked an average of twenty-four (24) hours or more per week for the four (4) consecutive weeks immediately preceding the first of the month into the United Food and Commercial Workers Union and Industry Pension Fund.~~

H. ~~Effective May 1, 2016, for employees at the 2007 contractual rate of seventy-nine dollars and fifty cents (\$79.50) and for employees hired after June 13, 2004, or hired on or after October 1, 2010, the Employer shall pay ninety-three dollars and sixty-four cents (\$93.64) per month, for employees who have completed twelve (12) full months of employment, and worked an average of twenty-four (24) hours or more per week for the four (4) consecutive weeks immediately preceding the first of the month into the United Food and Commercial Workers Union and Industry Pension Fund.~~

I. ~~Effective May 1, 2016, for part-time employees, the Employer shall pay forty-two dollars and ninety-eight cents (\$42.98) per month, for part-time employees who have completed twelve (12) full months of employment, attained the age of twenty-one (21) and who have worked at least eight hundred and seventy (870) hours or more in a calendar year. Upon qualification, a monthly contribution will be made if the employee averages seventy-two and one-half (72.5) hours per month. Each plan year, (July 1st through June 30th), the employee's hours will be reviewed to determine if eight hundred and seventy (870) hours were worked during this time frame. If eight hundred and seventy (870) hours or more were worked, a retroactive contribution will be made for any months in which the employee did not initially receive a contribution in that plan year.~~

J. ~~If prior to April 1, 2017, the National Pension Fund Trustees make the decision to reset the AUCR, and such reset requires a contribution increase to maintain the benefit level in effect on April 2, 2016, and the trustees further determine that such contribution increase must be made prior to the expiration of this agreement, then the employer agrees that the contribution rates in effect may be restored in an amount up to the rates in effect April 2, 2016.~~

The first contributions under this section shall be due and payable by the tenth (10th) day of the month following initial liability.

Kroger Houston, Texas LP. ("Kroger") and Local 455 of the United Food and Commercial Workers International Union entered into a Memorandum of Understanding dated June 30, 2020 (the "Pension MOU"), the terms of which are incorporated herein by reference. The Pension MOU establishes all of the terms and conditions of employment as they relate to the provision of retirement benefits provided to eligible employees under this CBA. Among other things, the Pension MOU provides that Kroger ceased to have any obligation to contribute to the UFCW International Union - Industry Pension Fund ("National Fund") as of June 30, 2020 and completely withdrew from the National Fund as of that date. Beginning July 1, 2020 retirement benefits for bargaining unit employees covered by this CBA will be provided through the UFCW International Union - Industry Variable Annuity Pension Plan ("VAPP") and Kroger shall be obligated to make contributions to the VAPP in accordance with the terms and conditions of the Pension MOU.

Employees in the bargaining unit covered by this CBA shall participate in the VAPP in accordance with the terms of the Pension MOU and subject to the eligibility, vesting and other requirements and in accordance with the plan of benefits of the VAPP.

Kroger agrees to provide to the Board of Trustees of the VAPP or its designee all information with respect to all bargaining unit employees that is needed in connection with the administration of the VAPP, including but not limited to all hours or months worked, paid, or for which employees are entitled to payment. In order to ensure that all bargaining unit employees entitled to participate in the VAPP are appropriately reflected in the records of the VAPP, Kroger further agrees to the examination of its payroll records by the Board of Trustees of the VAPP or its designee.

~~K. If prior to April 1, 2017, the National Pension Fund Trustees make the decision to reset the AUCR, and such reset requires a contribution increase to maintain the benefit level in effect on April 2, 2016, and the trustees further determine that such contribution increase must be made prior to the expiration of this agreement, then the employer agrees that the contribution rates in effect may be restored in an amount up to the rates in effect April 2, 2016.~~

~~L. Contributions to the Pension Fund shall be discontinued as of the first of the month immediately following:~~

- ~~1. A layoff or leave of absence of thirty (30) calendar days or more, except as otherwise provided below;~~
- ~~2. The employee's ceasing to be an eligible employee due to his failure to work an average of twenty-four hours or more per week for four (4) consecutive calendar weeks (96 hours).~~

~~M. Contributions to the Pension Fund discontinued as set forth in Section L above, shall be resumed as of the first of the month following return from layoff or leave of absence.~~

~~N. Contributions to the Pension Fund shall be continued under the following conditions:~~

- ~~1. In case of a non-work accident, one (1) month's contribution following the month in which the employee incurred the accident.~~
- ~~2. In case of illness, (2) months contribution following the month in which the illness occurs.~~
- ~~3. In case of compensable injury, three (3) months contribution following the month in which the injury occurs.~~

RETIREE LIFE INSURANCE: Effective April 4, 2004, any employee who retires and is eligible for pension benefits will be given a \$4,000 death benefit, provided by the Kroger Southwest Division.

17.

Article 20 DURATION

This contract shall become effective as of ~~April 10, 2016~~, **April 12, 2020**, and shall continue in full force and effect through ~~April 11, 2020~~ **February 24, 2024**, and shall be automatically renewed and extended from year to year thereafter, unless either party serves notice in writing on the other party at least sixty (60) days prior to the expiration date, or anniversary date thereafter, of a desire to terminate or change this contract.

LETTERS OF AGREEMENT

Renew LOA #1
Renew LOA #2
Renew LOA #3
Renew LOA #4
Add LOA Educational Leave of Absence:
Add LOA Assistant Department Head Training
Add LOA Pharmacy Plan and OOP Max Benefit

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

Houston Meat

Full-time Step	Apprentice					Weighers & Wrappers					Service Checks				
	Current	2/16/2022	4/3/2022	10/30/2022	4/30/2023	Current	2/16/2022	4/3/2022	10/30/2022	4/30/2023	Current	2/16/2022	4/3/2022	10/30/2022	4/30/2023
S1	\$ 11.00	\$ 11.50	\$ 11.50	\$ 12.00	\$ 13.00	\$ 11.00	\$ 11.50	\$ 11.50	\$ 12.00	\$ 13.00	\$ 11.00	\$ 11.50	\$ 11.50	\$ 12.00	\$ 13.00
S2	\$ 12.00	\$ 12.50	\$ 12.50	\$ 13.00	\$ 13.50	\$ 12.00	\$ 12.50	\$ 12.50	\$ 13.00	\$ 13.50	\$ 12.00	\$ 12.50	\$ 12.50	\$ 13.00	\$ 13.50
S3	\$ 13.00	\$ 13.50	\$ 13.50	\$ 14.00	\$ 14.50	\$ 13.00	\$ 13.50	\$ 13.50	\$ 14.00	\$ 14.50	\$ 13.00	\$ 13.50	\$ 13.50	\$ 14.00	\$ 14.50
S4	\$ 14.00	\$ 14.50	\$ 14.50	\$ 15.00	\$ 15.50	\$ 14.00	\$ 14.50	\$ 14.50	\$ 15.00	\$ 15.50	\$ 14.00	\$ 14.50	\$ 14.50	\$ 15.00	\$ 15.50
S5	\$ 16.05	\$ 16.05	\$ 16.45	\$ 17.00	\$ 17.50	\$ 16.05	\$ 16.05	\$ 16.45	\$ 17.00	\$ 17.50	\$ 16.05	\$ 16.05	\$ 16.45	\$ 17.00	\$ 17.50
CERTIFIED CUTTER	\$ 17.30	\$ 17.30	\$ 17.70	\$ 18.20	\$ 18.70										
Part-time (Hires after 4/3/2004)															
S1	\$ 11.00	\$ 11.50	\$ 11.50	\$ 12.00	\$ 13.00	\$ 11.00	\$ 11.50	\$ 11.50	\$ 12.00	\$ 13.00	\$ 11.00	\$ 11.50	\$ 11.50	\$ 12.00	\$ 13.00
S2	\$ 11.45	\$ 11.95	\$ 11.95	\$ 13.00	\$ 13.50	\$ 11.45	\$ 11.95	\$ 11.95	\$ 13.00	\$ 13.50	\$ 11.45	\$ 11.95	\$ 11.95	\$ 12.50	\$ 14.50
S3	\$ 12.00	\$ 12.50	\$ 12.50	\$ 14.00	\$ 14.50	\$ 12.00	\$ 12.50	\$ 12.50	\$ 14.00	\$ 14.50	\$ 12.00	\$ 12.50	\$ 12.50	\$ 13.50	\$ 14.50
S4	\$ 12.95	\$ 12.95	\$ 13.35	\$ 14.00	\$ 14.50	\$ 12.95	\$ 12.95	\$ 13.35	\$ 14.00	\$ 14.50	\$ 12.95	\$ 12.95	\$ 13.35	\$ 14.00	\$ 14.50
Head Meat Cutter															
New Hires	Current	4/3/2022	10/30/2022	4/30/2023		Current	4/3/2022	10/30/2022	4/30/2023		Current	4/3/2022	10/30/2022	4/30/2023	
Tier 1 <\$750K	\$ 22.43	\$ 22.43	\$ 22.93	\$ 23.43	\$ 23.93										
Tier 2 <\$750K	\$ 22.93	\$ 22.93	\$ 23.43	\$ 23.93	\$ 24.43										
RC Journeyman Meat Cutter	Current	4/3/2022	10/30/2022	4/30/2023		Current	4/3/2022	10/30/2022	4/30/2023		Current	4/3/2022	10/30/2022	4/30/2023	
	\$ 20.29	\$ 20.69	\$ 21.19	\$ 21.69											

Full-time (Hires after 4/1/2007)
 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

Part-Time (Hires after 4/1/2007)
 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

RC Weighers & Wrappers (Hired PRIOR to 2/18/1990, Assigned prior to 4/1/2004)
 Current \$ 17.91 \$ 18.31 \$ 18.81 \$ 19.31

RC Weighers & Wrappers (Hired AFTER 2/18/1990, Assigned prior to 4/1/2007)
 \$ 16.50 \$ 16.90 \$ 17.40 \$ 17.80

Letter of Understanding
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 principle:

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

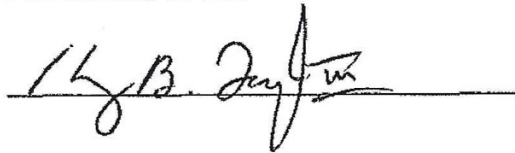
The policies of the Company and the Division should be administered and applied uniformly and consistently.

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

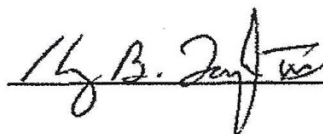


Letter of Understanding
Between Kroger Texas L.P.
And UFCW Local 455

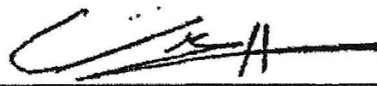
The parties agree to meet once per quarter to continue discussions brought forth in bargaining regarding the Kroger Texas Occupational Injury and Disease Benefit Plan. Prior to any updating of the Plan, the Employer will give the Union the opportunity to submit recommendations for consideration.

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

FOR THE EMPLOYER



FOR THE UNION




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

The Southwest Division (and its Managers) and UFCW Local 455 (and its Agents) in stores covered by this agreement, agree to treat each other with mutual respect. When the agents of Local 455 are in the store they will respect the Company's need to service customers, and the Company will respect the needs of the agents to service their members. Neither party will engage in negative discussions about each other, nor will the Company tell employees it opposes or supports the Union. Kroger and its Managers will not coerce and will not interfere with the rights of its employees to choose to join a Union. Local 455 and its agents will not interfere with the rights of Kroger employees to choose not to join a Union.

FOR THE EMPLOYER



FOR THE UNION



Letter of Agreement
Between Kroger Texas L.P.
And U.F.C.W. Local 455

The Company agrees that upon ratification, employees from the group listed below who are covered by the Meat Contract Appendix "A" wage page and are at the rate of \$9.25 within the 4, 5 or 6 month progression step will be promoted to a new wage rate which is equal to the Houston Master Meat Agreement – Thereafter Fulltime Clerk Rate.


Only employees meet both of the criteria listed above will be advanced to the top fulltime rate without going through the new wage progressions.

Store 319	Victoria Gonzales
Store 314	Carlos Montalvo
Store 347	Ambrish Patel
Store 363	Anthony Igwe
Store 378	Eric Barbera
Store 378	Juan Ortiz
Store 351	Jimmie Gowton
Store 351	Joes Rodriguez
Store 974	Heidi Nugent
Store 357	Kimberly Snedden
Store 742	Frank Johnson

FOR THE EMPLOYER



FOR THE UNION



Letter of Agreement
Between Kroger Texas L.P.
And U.F.C.W. Local 455
Regarding Educational Leave of Absence Policy

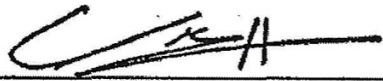
An employee enrolled as a full-time student at an accredited college/university, technical/vocational training or a specialized training program as a full-time student during each academic cycle may request an educational leave of absence under the following conditions:

- 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



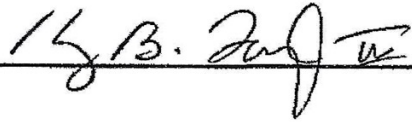
FOR THE UNION



Letter of Agreement
Between Kroger Texas L.P.
And U.F.C.W. 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 31st of each calendar year.

FOR THE EMPLOYER



FOR THE UNION



**Memorandum of Agreement
Between Kroger - Houston Texas L.P.
And UFCW Local Union No. 455
Pharmacy Plan and OOP Max Benefit**

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

15 B. J. Jr. 4-5-2022

For UFCW Local 455:

[Signature]

**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. J. J. 4-5-2022

For UFCW Local 455:

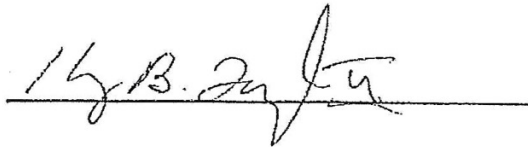
[Signature]

Memorandum of Agreement
Between Kroger - Houston Texas L.P.
And UFCW Local 455

The Health and Welfare benefits for the Louisiana agreements will mirror the Houston Clerks and Meat Clerks health and welfare benefits and administration, effective January 1st, 2023, or upon ratification of the Louisiana agreements.

Signed and agreed this 6th day of April 2022:

FOR THE EMPLOYER



FOR THE UNION



Plan Name	Plan One Hired Before January 1, 2021	
EMPLOYEE ELIGIBILITY - January 1, 2021		
FT Eligibility (ACA definition)	30+ hours per week	
PT Eligibility	22 hours minimum	
Measurement Period / Stability Period	12 months/12 months	
Spouse and Dependent Child(ren)		
Spouse Coverage	34+ hours for spouses	
Dependent Child(ren) Coverage	30 + hours for Dep. Children	
EMPLOYEE ELIGIBILITY - January 1, 2022		
FT Eligibility (ACA definition)	30+ hours per week	
PT Eligibility	25 hours minimum	
Measurement Period / Stability Period	12 months/12 months	
Spouse and Dependent Child(ren)		
Spouse Coverage	36 + hours for spouse	
Dependent Child(ren) Coverage	30 + hours for Dep. Children	
EMPLOYEE ELIGIBILITY - January 1, 2023		
FT Eligibility (ACA definition)	30+ hours per week	
PT Eligibility	27 hours minimum	
Measurement Period / Stability Period	12 months/12 months	
Spouse and Dependent Child(ren)		
Spouse Coverage	36 + hours for spouse	
Dependent Child(ren) Coverage	30 + hours for Dep. Children	
MEDICAL PLAN DESIGN		
Plan Type	PPO	
	In Network	Out Of Network
Preventive Coverage	100%	Not Covered
Co-Insurance	In Network	Out Of Network
Predominant Co-Insurance (Plan share) January 1, 2021	80%	50%
Predominant Co-Insurance (Associate share) January 1, 2021	20%	50%
Annual Deductible: Single / Family January 1, 2021	\$450 / \$900	\$900 / \$1,800
Annual Deductible: Single / Family January 1, 2022	\$550 / \$1,100	\$1,100 / \$2,200
Annual Deductible: Single / Family January 1, 2023	\$550 / \$1,100	\$1,100 / \$2,200
Out of Pocket Max: Single/Family eff January 1, 2022	\$8,150 / \$16,300	\$16,300 / \$32,600
Out of Pocket Max: Single/Family eff January 1, 2023	\$7,000 / \$14,000	\$12,000 / \$24,000
Annual Maximum Benefit	Unlimited	Unlimited
Lifetime Maximum Benefit	Unlimited	Unlimited
POINT OF SERVICE FEES	In Network	Out Of Network
Primary Care Office Visit Copay (per visit)	\$35.00	50% after deductible
Specialist Office Visit Copay (per visit)	20% + \$35 copayment	50% after deductible
Urgent Care Copay (per visit)	\$75.00	50% after deductible
TLC /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 through Magellan	
Target Price for high tech imaging	Yes	
Total Health Total You	Yes	
Mobile Health Consumer	Yes	
Steerage to Centers of Excellence (COE)	Yes	
Pharmacy/Prescription Drugs Effective January 1, 2023	Rx Plan	
Retail		
Retail Days Supply	30 Day Supply	
	Minimum	Maximum
Retail Generic Copay	Greater of \$10 or 10%	\$20.00
Retail Brand Formulary Copay	Greater of \$20 or 20%	\$50.00
Retail Brand Non Formulary Copay	Greater of \$35 or 30%	\$75.00
Specialty Bio-Similar Copay	8%	\$100.00
Specialty Brand 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 10%	\$40.00
Mail-Order Brand Formulary Copay	Greater of \$50 or 20%	\$100.00
Mail-Order Brand Non Formulary Copay	Greater of \$75 or 30%	\$150.00
Mail-Order Specialty Copay	N/A	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	

Plan One		
Weekly Contributions - initial amount effective January 1, 2021, incremental increases each January 1 thereafter	Includes medical, Rx, dental and vision	
Employee	\$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)	
Dental Benefit	Plan One	
Annual Deductible	\$100	
Preventive Coinsurance	100%	
Basic Coinsurance	80%	
Major Coinsurance	60%	
Annual Maximum Benefit	\$2,000	
Orthodontia Coverage	Children + Adults	
Orthodontia Deductible	\$50.00	
Orthodontia Coinsurance	50%	
Orthodontia Lifetime Maximum Benefit	\$1,500	
Vision Benefit		
Network	In Network	Out of Network
Exams (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		
Income Replacement Plans	100% Employer Paid	
Basic Life and AD&D (tied to medical eligibility)		
Co. Paid Life Insurance/AD&D	Plan A	
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	
Short Term Disability/Sick Pay (tied to medical eligibility)		
FT Elimination Period / Injury - Illness / Benefit Duration	7 days injury/ 7 days illness/ 26 weeks	
FT Maximum Benefit a Week	60% to \$300 weekly maximum	
PT Elimination Period / Injury - Illness / Benefit Duration	7 days injury/ 7 days illness/ 26 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	
EMPLOYEE ELIGIBILITY - January 1, 2021		
FT Eligibility	30+ hours per week	
PT Eligibility	27 hours minimum	
Measurement Period / Stability Period	12 months/12 months	
Spouse and Dependent Child(ren)		
Spouse Coverage	36 + hours for spouse	
Dependent Child(ren) Coverage	30 + hours for Dep. Children	
MEDICAL PLAN DESIGN		
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)	30%	50%
Annual Deductible: Single / Family January 1, 2021	\$1,000 / \$2,000	\$2,000 / \$4,000
Out of Pocket Max: Single/Family eff January 1, 2022	\$8,150 / \$16,300	\$16,300 / \$32,600
Out of Pocket Max: Single/Family eff January 1, 2023	\$7,000 / \$14,000	\$12,000 / \$24,000
Annual Maximum Benefit	Unlimited	Unlimited
Lifetime Maximum Benefit	Unlimited	Unlimited
POINT OF SERVICE FEES		
Primary Care Office Visit Copay (per visit)	\$35.00	50% after deductible
Specialist Office Visit Copay (per visit)	30% + \$35 copayment	50% after deductible
Urgent Care Copay (per visit)	\$75.00	50% after deductible
TLC /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	
Steerage to Centers of Excellence (CEO)	Yes	

Pharmacy/Prescription Drugs Effective January 1, 2023		RX Plan	
Retail			
Retail Days Supply	30 Day Supply		
	Minimum	Maximum	
Retail Generic Copay	Greater of \$10 or 10%	\$20.00	
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Mail-Order Days Supply	90 Day Supply		
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Mail-Order Brand Non Formulary Copay	Greater of \$75 or 30%	\$150.00	
Mail-Order Specialty Copay	N/A	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 Pharmacy	Yes		
Medication Therapy Management	Yes		
Quantity Limits Prior Authorizations	Yes Yes		

Plan Two	
Weekly Contributions - initial amount effective January 1, 2021, Incremental Increases each January 1 thereafter	Includes medical, Rx, dental and vision
Employee	\$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)
Dental Benefit	Plan Two
Annual Deductible	\$100 100%
Preventive Coinsurance	80%
Basic Coinsurance	60%
Major Coinsurance	\$2,000
Annual Maximum Benefit	Children + Adults
	\$50.00 50%
	\$1,500
Orthodontia Coverage	
Orthodontia Deductible	
Orthodontia Coinsurance	
Orthodontia Lifetime Maximum Benefit	
Vision Benefit	
Network	In Network Out of Network
Exams (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	
Income Replacement Plans	100% Employer Paid
Basic Life and AD&D (auto-enrolled and tied to medical eligibility)	\$25,000
Co. Paid Life Insurance/AD&D	\$15,000
Full Time Life Insurance (Equal amount for AD&D)	\$5,000
Part Time Life Insurance (Equal amount for AD&D)	\$2,500
Spouse Life Insurance	
Dependent Life Insurance	
Short Term Disability/Sick Pay (tied to medical eligibility)	
FT Elimination Period / Injury - Illness / Benefit Duration	7 days injury/ 7 days illness/ 26 weeks 60% to \$300 weekly maximum
FT Maximum Benefit a Week	7 days injury/ 7 days illness/ 26 weeks 60% to \$200 weekly maximum
PT Elimination Period / Injury - Illness / Benefit Duration	
Part Time Max Benefit	
Administrator - internal or vendor	