

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

Lake Charles, Sulphur, and Alexandria Clerks

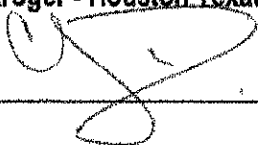
Kroger - Houston Texas LP and UFCW Local No. 455 are parties to collective bargaining agreement(s) for the Clerk Unit in Lake Charles, Sulphur, and Alexandria, Louisiana. The parties have met and reached a tentative agreement ("Agreement") for successor collective bargaining agreement(s). Such new agreement(s) 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 July 26, 2020 through July 27, 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 6th day of April, 2022:

For Kroger - Houston Texas LP



For UFCW Local 455:



Lake Charles, Sulphur, and Alexandria Clerks Tentative Agreement. 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.

Kroger – Houston, Texas L.P.
Tentative Agreements
UFCW Local 455
Lake Charles, Sulphur, and Alexandria Clerks Agreement
April 6, 2022

The Company makes the following Tentative Agreements to UFCW Local No. 455 ("Union") for a new collective bargaining agreement for Lake Charles, Sulphur, and Alexandria Clerks. This Offer is conditioned on a peaceful settlement. The Company reserves the right to add to, delete from, amend, correct, modify, or withdraw this Offer for the bargaining unit prior to its acceptance by the Union, or in the event the union engages in a strike, picketing, boycott, anti-company publicity or other economic action against the employer.

ARTICLE 8. DISPUTE PROCEDURE

Delete stricken language and add changes in bold

Section 8.01 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 to settle such promptly through the following steps:

- C1. 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.

ARTICLE 11. OTHER WORK

Employees shall perform any 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/she will be entitled to his/her regular rate of pay, unless due to a decrease of work he/she has been regularly assigned to a lower rated job and desires to retain such job rather than accept layoff.

- C2. 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.**

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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.

ARTICLE 12. WAGES

C3. Section 12.03 ~~Previous proven comparable experience within ten (10) years from date, not to exceed the maximum of five (5) years credit.~~

Previous Experience – Experience credit may be granted up to the 2nd step or 3rd step of the wage progression based on experience.

~~**Section 12.04** Claims for rate Employees will not receive an experience credit until such previous experience has been proven. In the event that the Employer is unable to verify previous experience within thirty (30) days, the employee and the Union shall be notified in writing. The employee shall have ten (10) days from receipt of such notice in which to file a grievance.~~

ARTICLE 13. WORKING CONDITIONS

C4. Section 13.12 Any uniform 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.

ARTICLE 14. AVAILABLE HOURS

C5. Section 14.07 All part-time employees scheduled for work by the Employer, except Sackers/Carryout and students working during regular school terms, shall be scheduled a minimum of ~~fifteen (15)~~ **twenty (20)** hours work for such week. **The twenty (20) hour weekly minimum may be waived by mutual agreement on an individual basis between the employer, employee, and Union representative.**

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ARTICLE 16. HOLIDAYS

C6. Section 16.05 ~~Effective September 22, 2002~~ **Effective January 2, 2022**, employees will receive personal holidays as identified below:

- ~~Three (3)~~ **Two (2)** years of service – one (1) personal holiday
- ~~Eight (8)~~ **Five (5)** years of service – two (2) personal holidays
- ~~Fifteen (15)~~ **Eight (8)** years of service – three (3) personal holidays
- ~~Twenty (20)~~ **Fifteen (15)** years of service – four (4) personal holidays

ARTICLE 17. VACATIONS

C7. Section 17.08 There shall be a maximum of ~~two (2)~~ **four (4)** weeks vacation for part-time employees, effective January 2, 2022.

U5. Add new Section 17.11 If an employee dies before receiving a vacation which he/she has earned, their estate shall be paid his/her vacation.

ARTICLE 20. HEALTH AND WELFARE

C8.
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.

ARTICLE 26. EXPIRATION

C9. This Agreement shall continue in effect from ~~July 24, 2016~~ **July 26, 2020** through ~~July 25, 2020~~ **July 27, 2024** and shall automatically be renewed from year to year unless either party serves notice in writing to the other party sixty (60) days prior to the expiration date of a desire for termination of or for changes in this Agreement.

General Provisions to Wage Schedule

C10. A. ~~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.~~

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Effective July 11, 2021, a night premium of one-dollar (\$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.

Any regular night employee who regularly receives a night premium will have said premium included in the calculation of their Vacation and Holiday pay.

- C11. ~~C. Whenever an employee is transferred from one job classification wage to another, he/she shall be placed in the wage rate which is the same or if not the same rate, the next higher rate, and shall receive wage progressions on the basis indicated under the new job classification wage schedule. Employees that move to the 1st Step of the scale will be subject to a one-year waiting period, starting with the new wage schedule's implementation date of (July 11, 2021).~~

New hires will be placed on the 1st Step of the scale and will be subject to a one-year waiting period, starting with their date of hire. Upon completion of the one-year waiting period, employees will have the ability to progress to the 2nd Step of the scale if they average thirty-two (32+) hours weekly over the 2022 measurement period (October 2021 – September 2022) and thirty-six (36+) hours weekly over the 2023 measurement period (October 2022 – September 2023).

Employees at the 2nd Step have the ability to progress to the top rate if they average thirty-six (36+) hours weekly over the 2022 measurement period (October 2021 – September 2022) and thirty-eight (38+) hours weekly over the 2023 measurement period (October 2022 – September 2023).

Top-rate employees who fail to average thirty-six (36+) hours weekly over the 2022 measurement period and thirty-eight (38+) hours weekly over the 2023 measurement period will move back to 2nd Step in the pay scale, but have the ability to requalify for the top rate if they average thirty-eight (38+) hours weekly in a subsequent year.

Employees who qualify for the 2nd Step of pay will not fall below that Step due to a decrease in hours, but may qualify for the top rate if they average thirty-six (36+) hours over the 2022 measurement period and thirty-eight (38+) hours weekly over the 2023 measurement period.

The Company's standard measurement period (generally the first week of October through last week of September) will be used to determine movement between wage steps, which will be effective January 1st of the following year. Please note, associates will first become eligible to move between steps on 1/1/2023, based on the standard measurement period that spans from 10/2021 - 9/2022.

- C12. G. Where the Employer deems it necessary to appoint Leads in the positions of Fleral, 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~~

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It necessary to appoint Leads in the positions of 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. Where the Employer deems it necessary to appoint Leads in the positions of Floral, such employee will receive the top rate for their classification plus one dollar (\$1.25) 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 employee 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 twelve (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 the "best practices" measurements for the average group performance in the Division.

C13. H. 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 for Sales Volume 1, 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.

Though not a required classification, the employer will endeavor to assign Assistant Department Heads a minimum in the Dell/Bakery (2 which could be rotated between the two departments), Grocery, Produce, GM/Non-Foods and Front End Departments in ~~volume 2 and 3 stores~~. Associates will be required to express an interest in becoming a department head, required to complete the Certification Program and required to work prime time hours.

C14. L. Lead Floral Volume 1, 2 or 3 Management may assign an employee to the position of "Lead Floral Volume ~~1, 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 ~~1, 2 or 3~~, then such employee shall be paid **one-dollar and twenty five cents (\$1.25)** ~~sixty-five cents (65¢)~~ for Volume 1, ~~ninety cents (90¢)~~ for Volume 2 or ~~one-dollar and fifteen cents (\$1.15)~~ for Volume 3 above their current non-premium wage rate.

LETTERS OF AGREEMENT

Renew LOA #1
 Renew LOA #2
 Renew LOA #3
 Renew LOA #4
 Renew LOA #5

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Add LOA Educational Leave of Absence
Add LOA Assistant Department Head Training

**Letter of Understanding
Kroger Texas L.P. and U.F.C.W., Local 455
Lake Charles Clerks Agreement**

The following summarizes our understanding of the agreement reached with regard to establishing the new employee classification of "Fuel Center Clerk".

A Fuel Center Clerk's responsibilities will be to perform all tasks associated with the operation of the Fuel Center as directed by store management.

The terms of the Collective Bargaining Agreement such as union security and seniority shall apply but Fuel Center Clerks shall not receive benefits of a monetary nature, except wages, vacation and holidays as specified in the labor agreement. It is understood that benefits such as sick leave, health and welfare, pension, etc., are of a monetary nature and are not to be provided to the Fuel Center Clerk. Seniority within the Fuel Center shall apply.

The Employer may utilize any vendor service available to the trade at no additional cost. Management may perform any tasks necessary to ensure the efficient operation of this center.

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 part-time store employee and shall further be given preference in the same way for full-time positions after they have been offered to the part-time employees.

Store Clerks interested in transferring to the Fuel Center Clerk classification shall put their interest in writing to the Store Manager with a copy to the Union.

Any modifications made to the Master Fuel Center agreement will be applicable to Local 455 Lake Charles Clerks.

Fuel Clerks who complete twelve months of continuous service are eligible for Pension Contributions per Article 21 of the contract. Effective January 1, 2008, Article 20 shall apply to Lead Fuel Center Clerks who meet the eligibility requirements.

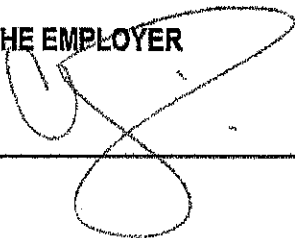
Please see Schedule "A" Wages for wages.

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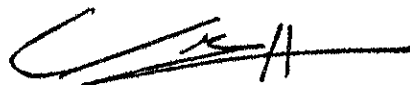
Plan One	
Hired Before January 1, 2021	
EMPLOYEE ELIGIBILITY - January 1, 2021	
FT Eligibility (ACA definition)	30+ hours per week
PT Eligibility	22 hours minimum
Measurement Period / Stability Period	12 months/12 months
Spouse and Dependent Child(ren)	
Spouse Coverage	34+ hours for spouses
Dependent 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
Preventive Coverage	In Network 100% Out Of Network Not Covered
Co-Insurance	In Network 80% Out Of Network 50%
Predominant Co-Insurance (Plan share) January 1, 2021	80%
Predominant Co-Insurance (Associate share) January 1, 2021	50%
Annual Deductible: Single / Family January 1, 2021	\$450 / \$900
Annual Deductible: Single / Family January 1, 2022	\$550 / \$1,100
Annual Deductible: Single / Family January 1, 2023	\$650 / \$1,300
Out of Pocket Max: Single/Family eff January 1, 2022	\$8,100 / \$16,200
Out of Pocket Max: Single/Family eff January 1, 2023	\$12,000 / \$24,000
Annual Maximum Benefit	Unlimited
Lifetime Maximum Benefit	Unlimited
POINT OF SERVICE FEES	
Primary Care Office Visit Copay (per visit)	In Network \$35.00 Out Of Network 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
Steering to Centers of Excellence (COE)	Yes
Pharmacy/Prescription Drugs Effective January 1, 2023	
Rx Plan	
Retail	30 Day Supply
Retail Days Supply	Minimum Maximum
Retail Generic Copay	Greater of \$10 or 10% \$30.00
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	90 Day Supply
Mail-Order Days Supply	Greater of \$25 or 10% \$60.00
Mail-Order Brand Formulary Copay	Greater of \$25 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	
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	
Basic Life and AD&D (tied to medical eligibility)	100% Employer Paid
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 Two Hired On or After January 1, 2021	
Plan Name	
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	\$4,100 / \$16,300 \$16,300 / \$32,600
Out of Pocket Max: Single/Family eff January 1, 2023	\$1,000 / \$14,000 \$32,000 / \$34,000
Annual Maximum Benefit	Unlimited
Lifetime Maximum Benefit	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% \$25.00
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% \$125.00
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	Yes
Prior Authorizations	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
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	
	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)	
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
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	

FOR THE EMPLOYER



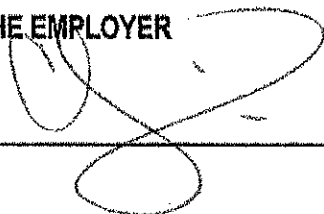
FOR THE UNION



Side Letter of Understanding
Between Kroger Texas L.P. Marketing Area
And UFCW Local 455 Lake Charles Clerks

In the event that Kroger and another UFCW Local that are parties to a separate Collective Bargaining Agreement and both parties participate in the UFCW and Employers Pension Fund (also called the "Atlanta Pension Fund") negotiate a change in contributions to and/or benefits from such Fund during the term of this Collective Bargaining Agreement, such change shall become effective in this Collective Bargaining Agreement co-incident with the effective date of the change agreed to by the parties.

FOR THE EMPLOYER



FOR THE UNION



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Side Letter of Understanding
Between Kroger Texas L.P. Marketing Area
And UFCW Local 455 Lake Charles Clerks

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.

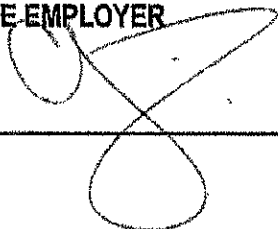
When employees have personal situations that are true emergencies, those situations should be handled with sensitivity.

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.

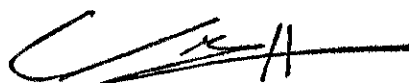
The Southwest Division of
Kroger Texas L.P.

United Food & Commercial Workers
International Union, Local 455

FOR THE EMPLOYER



FOR THE UNION



Lake Charles, Sulphur, and Alexandria Clerks Tentative Agreement. 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.

Letter of Agreement
By and Between
Kroger Texas L.P. Marketing Area and
UFCW Local 455

Lake Charles Clerks

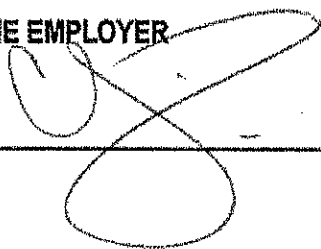
Effective April 12, 2011, the following list of Associates will receive a night premium of one dollar (\$1.00):

Myron Chavis	Donald Whatley
Gerald Chavis	Cathy Shevlin
Christal Cotton	Deborah Ethridge
Trent Brosette	Joyce Grooms
J.R. Gullory	Shawn Hawkins
Michael Richard	Mike Tipton
Judy Normand	Sandricka Williams

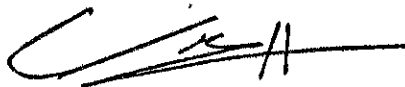
To remain eligible for this premium, these Associates must work regularly between the hours of 9:00 p.m. and 6:00 a.m.

The night premium will be in the calculation of Vacation and Holiday pay.

FOR THE EMPLOYER



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**Letter of Agreement
By and Between
Kroger Texas L.P. Marketing Area and
UFCW Local 455
Lake Charles Clerks**

In reference to Article 17, Section 4 Effective January 1, 2012, the parties agree to add the following;

Full-Time employees will be paid their straight-time earnings for their basic workweek forty (40) hours.

FOR THE EMPLOYER



FOR THE UNION



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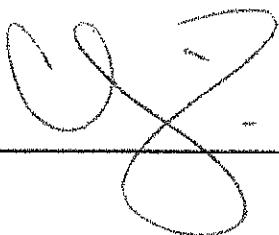
**Letter of Agreement
By and Between
Kroger - Houston Texas L.P.
and
UFCW Local 455
Lake Charles Clerks**

Regarding Educational Leave of Absence Policy

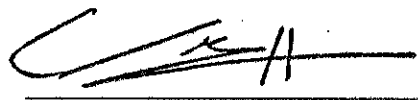
An employee enrolled as a full-time student at an accredited college/university, technical/vocational training or a specialized training program as a full-time student during each academic cycle may request an educational leave of absence under the following conditions:

- 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 COMPANY:



FOR THE UNION:



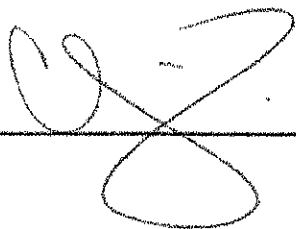
Lake Charles, Sulphur, and Alexandria Clerks Tentative Agreement. The Company reserves the right at any time during the negotiations process and prior to ratification to amend, withdraw, modify, clarify or add to any proposals. There shall be no final agreement on any issues, regardless of procedural 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.

**Letter of Agreement
By and Between
Kroger - Houston Texas L.P.
and
UFCW Local 455
Lake Charles Clerks**

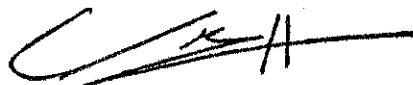
Regarding Assistant Department Head Training

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

FOR THE COMPANY:



FOR THE UNION:



Lake Charles, Sulphur, and Alexandria Clerks Tentative Agreement. 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.

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

163 B. J. [Signature] 4-5-2022

For UFCW Local 455:

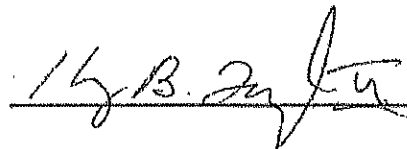
[Signature]

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

