

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

Meat - Lake Charles and Sulphur, LA

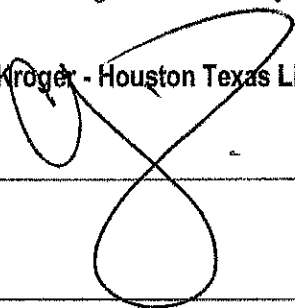
Kroger - Houston Texas LP and UFCW Local No. 455 are parties to collective bargaining agreement(s) for the Meat Clerk Unit in Lake Charles and Sulphur, Louisiana. The parties have met and reached a tentative agreement ("Agreement") for successor collective bargaining agreement(s). Such new agreement(s) 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.

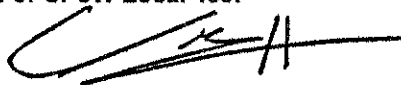
The Union, its officers and bargaining committee agree to recommend and support the ratification of this Agreement.

Signed and agreed this 6th day of April, 2022:

For Kroger - Houston Texas LP



For UFCW Local 455:



Lake Charles and Sulphur Meat 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.
 Last, Best and Final Offer
 UFCW Local 455
 Lake Charles and Sulphur Meat Clerks Agreement
 April 6, 2022

The Company makes the Tentative Agreements to UFCW Local No. 455 ("Union") for a new collective bargaining agreement for Lake Charles and Sulphur Meat 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 5. JOB DESCRIPTION

Delete stricken language and add changes in bold

A. **MEAT DEPARTMENT EMPLOYEES:**

Each shop shall have a Head Meat Cutter and he/she may perform all the duties of, and shall direct the work, movements and operation of the Meat Department employees.

Meat Clerk/Service Clerk will perform all duties in the meat department with exception of the saw.

Any Head Meat Cutter, Journeyman Meat Cutter or Wrapper in this contract at the time of ratification (September 4, 1994) will have protection against wage or hours reduction as long as they are employed except as follows:

- Voluntary resignation
- Retirement
- Discharge
- Significant sales reduction
- Store closing

Any Head Meat Cutter at the time of ratification who is involuntary or voluntarily reduced will become a journeyman meat cutter at the appropriate contract rate.

An employee must be at least eighteen (18) years of age to operate power equipment.

~~Meat department employees will not work in the grocery area.~~

- C1. **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.**

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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.

- C2. B-1. **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 ~~one-dollar (.50)~~ **(\$1.00) per hour, effective July 11, 2021.** ~~for Volume 1, sixty-five (.65) for Volume 2 and ninety cents (.90) for Volume 3 stores.~~

PREVIOUS EXPERIENCE

- C3. E. ~~Previous proven comparable experience within ten (10) years, not to exceed five (5) years maximum credit, from date of present employment, as show on application for employment shall be the basis for determination of the new employee's rate of pay.~~

~~Claims for rate adjustment based on previous experience not listed on the application for employment must be filed in writing within thirty (30) days from date of employment; otherwise, the employee forfeits any claim under this provision.~~

~~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.~~

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

ARTICLE 7. HOLIDAYS

- C4. A. Effective ~~September 22, 2002~~ **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 8. VACATIONS

- C5. B. Full-Time employees will be paid their straight-time earnings for their basic workweek forty (40) hours.

Part-time employees, who average less than forty (40) hours of work per week during the vacation qualifying year, shall receive a paid pro-rata vacation based on the average weekly hours worked in the vacation qualifying year and the following schedule: **equal to the hours worked in their vacation qualifying year divided by the weeks in a calendar year not to exceed forty (40) hours where necessary.**

<u>Average Hours Worked</u>	<u>Vacation</u>
12--15 hours	12 hours
15--20 hours	15 hours
20--30 hours	20 hours
Over 30 hours	30 hours

Effective January 2, 2022, Part-time employees shall be entitled to a fourth (4th) week of pro-rated vacation after completion of fifteen (15) years service. There shall be a maximum of ~~two (2)~~ **four (4)** weeks paid under the above schedule.

ARTICLE 14. GRIEVANCES AND ARBITRATION

Section 14.01: 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 parties to settle such promptly through the following steps:

- C6. **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

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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 17. UNIFORMS

- C7. 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 uniform required by the company.

ARTICLE 19. 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 20. PENSION

C9.

- A. ~~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 is not deductible for income tax purposes.~~
- B. ~~Effective the month following ratification, the Employer shall pay the monthly contribution as specified in the following table, for employees who have completed twelve (12) full months of employment, and worked an average of twenty eight (28) 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.~~

Kroger-Lake Charles/Sulphur	Monthly Contribution Rate-Effective September 1, 2016 (August hours)
Employees averaging 28 hours or more per week hired prior to 7/26/07 with 5 Years of Employment or more & first participating prior to 9/1/05	\$ 214.90
Employees averaging 28 hours or more per week hired prior to 7/26/07 with 5 Years of Employment or more & first participating on or after 9/1/05	\$ 159.64
Employees averaging 28 hours or more per week hired on or after 7/26/07 with less than 5 Years of Employment & first participating prior to 9/1/05	\$ 159.64
Employees averaging 28 hours or more per week hired after to 7/26/07 with 5 Years of Employment or more & first participating prior to 9/1/05	\$122.80
Employees averaging 28 hours or more per week hired on or after 7/26/07 with less than 5 Years of Employment & first participating on or after 9/1/05	\$ 92.10
Employees averaging 28 hours or more per week hired on or after 4/13/11	\$ 91.33
Part-time employees age 21 and averaging 72.5 hours per month after qualification of working 870 hours or more annually	\$42.98

- C. ~~Effective September 1, 2016 (August hours), for employees hired prior to July 26, 2007 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-eight (28) 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 September 1, 2016 (August hours), for employees hired prior to July 26, 2007 and participating on or after September 1, 2005, the Employer shall pay one hundred fifty-nine dollars and sixty-four cents (\$159.64) per month, for employees who have completed twelve (12) full months of employment, and worked an average of twenty-eight (28) 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.~~
- E. ~~Effective September 1, 2016 (August hours), for employees hired on or after July 26, 2007 and participating prior to September 1, 2005, the Employer shall pay one hundred fifty-nine dollars and sixty-four cents (\$159.64) per month, for employees who have completed twelve (12) full months of employment, and worked an average of twenty-eight (28) 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 September 1, 2016 (August hours), for employees hired on or after July 26, 2007 and participating on or after September 1, 2005, the Employer shall pay ninety-two dollars and ten cents (\$92.10) per month, for employees who have completed twelve (12) full months of employment, and worked an average of twenty-eight (28) 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.~~

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~~G. Effective September 1, 2016 (August hours) employees hire hired on or after July 26, 2007 and participating on or after September 1, 2005, The Employer shall pay one hundred twenty two dollars and eighty cents (\$122.80) per month, for employees who have completed twelve (12) full months of employment, and worked an average of twenty eight (28) 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 September 1, 2016 (August hours), for employees hired on or after April 13, 2011, the Employer shall pay ninety one dollars and thirty three cents (\$91.33) per month for employees who have completed twelve (12) full months of employment, and worked an average of twenty eight (28) 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 September 1, 2016 (August hours), 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.~~

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

~~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.~~

~~K. 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 eight (28) hours or more per week for four (4) consecutive calendar weeks (112 hours).~~

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

~~M. 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~~
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- 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.~~
- N. ~~In case of compensable injury, the Employer shall make three (3) monthly contributions including the month in which such compensated injury occurs.~~
- O. ~~The jointly administered Employer Union Pension Fund shall be administered by an equal number of Trustees representing the Employer and an equal number of Trustees representing the Union. Said Pension Fund shall be used to provide benefit pensions for eligible employees of the Employer as provided in a Pension Plan, the terms and provisions of which are to be agreed upon by the parties hereto. Said Pension Plan shall, among other things, provide that all benefits under the Plan and costs, charges and expenses of administering the Plan and all taxes levied or assessed upon or in respect of said Plan or Trust or any income there from shall be paid out of the Pension Fund.~~
- P. ~~Said Pension Plan and the Trust Agreement establishing the Pension Fund shall be submitted to the United States Treasury Department for the approval and rulings satisfactory to the Employer, that said Plan is qualified under I.R.C. Sec. 401, et. seq., and that no part of such payments shall be included in the regular rate of pay on any employee.~~
- Q. ~~The Pension Plan Trust Agreement shall be attached to and made a part of this Agreement. The Company shall promptly execute any participation agreements required by the Pension Fund.~~
- R. ~~It is understood that the jointly administered Employer Union Pension Fund referred to in "A" above shall be the United Food & Commercial Workers International Union Industry Pension Fund.~~

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.

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ARTICLE 24. EXPIRATION

C10. 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.

SCHEDULE "A" WAGE NOTES

C11. D. 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.

ARTICLE 6. HOURS

C12. J. 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 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.

LETTERS OF AGREEMENT

Renew LOA #1
Add LOA Educational Leave of Absence
Add LOA Assistant Department Head Training

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SIDE LETTER OF UNDERSTANDING
Between Kroger Texas L.P. Marketing Area
And UFCW Local 455 Lake Charles Meat

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.

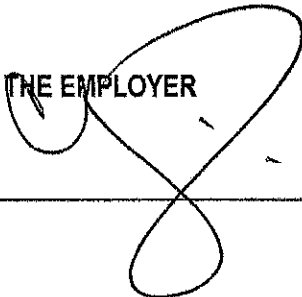
The policies of the Company and the Division should be administered and applied uniformly and consistently.

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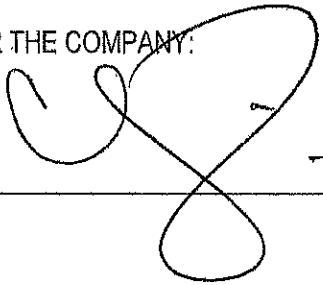
**Letter of Agreement
By and Between
Kroger - Houston Texas L.P.
and
UFCW Local 455
Lake Charles Meat**

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:



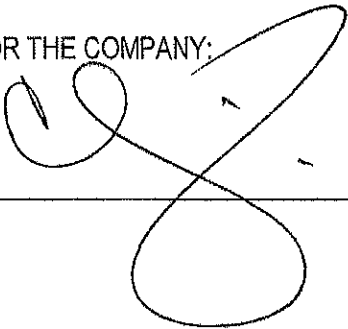
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**Letter of Agreement
By and Between
Kroger - Houston Texas L.P.
and
UFCW Local 455
Lake Charles Meat**


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:



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Lake Charles/Sulphur Meat Clerks

Full-time	Apprentice					Service Clerks								
	Current	Progression	7/11/2021	2/16/2022	8/7/2022	2/15/2023	8/16/2023	Current	Progression	7/11/2021	2/16/2022	8/7/2022	2/15/2023	8/16/2023
0-6	\$ 9.50	1st Step	\$ 11.00	\$ 11.25	\$ 11.50	\$ 12.00	\$ 13.00	\$ 9.50	1st Step	\$ 11.00	\$ 11.25	\$ 11.50	\$ 12.00	\$ 13.00
6-12	\$ 9.85	2nd Step	\$ 13.50	\$ 13.75	\$ 14.00	\$ 14.45	\$ 15.25	\$ 9.85	2nd Step	\$ 13.50	\$ 13.75	\$ 14.00	\$ 14.45	\$ 15.25
12-18	\$ 10.20	3rd Step	\$ 15.90	\$ 16.05	\$ 16.45	\$ 16.95	\$ 17.50	\$ 10.20	3rd Step	\$ 15.90	\$ 16.05	\$ 16.45	\$ 16.95	\$ 17.50
18-24	\$ 10.55	Certified Cutter	\$ 17.15	\$ 17.40	\$ 17.70	\$ 18.20	\$ 18.70	\$ 10.55						
24-30	\$ 10.90													
30-36	\$ 11.25													
36-42	\$ 12.00													
42-48	\$ 12.35													
48+	\$ 16.75							\$ 15.00						

Part-time (Assigned after 4/3/2004)	Progression					Progression						
	Current	7/11/2021	2/16/2022	8/7/2022	2/15/2023	8/16/2023	Current	7/11/2021	2/16/2022	8/7/2022	2/15/2023	8/16/2023
0-6	\$ 9.50	1st Step	\$ 11.00	\$ 11.25	\$ 11.50	\$ 13.00	\$ 9.50	1st Step	\$ 11.00	\$ 11.25	\$ 11.50	\$ 13.00
6-12	\$ 9.85	2nd Step	\$ 13.50	\$ 13.75	\$ 14.00	\$ 15.25	\$ 9.85	2nd Step	\$ 13.50	\$ 13.75	\$ 14.00	\$ 15.25
12-18	\$ 10.20	3rd Step	\$ 15.90	\$ 16.05	\$ 16.45	\$ 17.50	\$ 10.20	3rd Step	\$ 15.90	\$ 16.05	\$ 16.45	\$ 17.50
18-24	\$ 10.55						\$ 10.55					
24-30	\$ 10.90						\$ 10.90					
30-36	\$ 11.25						\$ 11.25					
36+	\$ 12.20						\$ 12.20					

Head Meat Cutter	New Hires		7/11/2021		8/7/2022		2/15/2023		8/16/2023	
	Current	Step	21.93	22.93	23.43	23.93	23.93	24.43	23.93	24.43
	\$ 20.93	\$ 750K	\$ 21.93	\$ 22.93	\$ 23.43	\$ 23.93	\$ 23.93	\$ 24.43	\$ 23.93	\$ 24.43

RC Journeyman Meat Cutter	7/11/2021		8/7/2022		2/15/2023		8/16/2023	
	Current	Step	20.29	20.69	21.19	21.69	21.19	21.69
	\$ 18.99	\$ 18.99	\$ 20.29	\$ 20.69	\$ 21.19	\$ 21.69	\$ 21.19	\$ 21.69

Red Circle	7/11/2021		8/7/2022		2/15/2023		8/16/2023	
	Current	Step	17.41	17.81	18.31	18.81	18.31	18.81
	\$ 16.61	\$ 16.61	\$ 17.41	\$ 17.81	\$ 18.31	\$ 18.81	\$ 18.31	\$ 18.81

Service Managers	7/11/2021		8/7/2022		2/15/2023		8/16/2023	
	Current	Step	16.00	16.40	16.90	17.40	16.90	17.40
	\$ 15.20	\$ 15.20	\$ 16.00	\$ 16.40	\$ 16.90	\$ 17.40	\$ 16.90	\$ 17.40

RC Wrappers	7/11/2021		8/7/2022		2/15/2023		8/16/2023	
	Current	Step	16.00	16.40	16.90	17.40	16.90	17.40
	\$ 15.20	\$ 15.20	\$ 16.00	\$ 16.40	\$ 16.90	\$ 17.40	\$ 16.90	\$ 17.40

Lake Charles/Sulphur/Alexandria Meat 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.

Plan Name		Plan One	
EMPLOYEE ELIGIBILITY - January 1, 2021		Hired Before 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		\$650 / \$1,300	\$1,300 / \$2,600
Out of Pocket Max: Single/Family eff January 1, 2021		\$5,150 / \$10,300	\$10,300 / \$20,600
Out of Pocket Max: Single/Family eff January 1, 2022		\$7,000 / \$14,000	\$14,000 / \$28,000
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	
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%	\$10.00
Retail Brand Formulary Copay		Greater of \$20 or 20%	\$20.00
Retail Brand Non Formulary Copay		Greater of \$35 or 30%	\$35.00
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%	\$25.00
Mail-Order Brand Formulary Copay		Greater of \$20 or 20%	\$20.00
Mail-Order Brand Non Formulary Copay		Greater of \$75 or 30%	\$75.00
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		Plan One	
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, 2021	\$8,100 / \$16,200	\$16,200 / \$32,400
Out of Pocket Max. Single/Family eff January 1, 2023	\$7,000 / \$14,000	\$14,000 / \$28,000
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	30 Day Supply	
Retail Days Supply	Minimum	Maximum
Retail Generic Copay	Greater of \$10 or 10%	\$10.00
Retail Brand Formulary Copay	Greater of \$20 or 20%	\$20.00
Retail Brand Non Formulary Copay	Greater of \$35 or 30%	\$35.00
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	90 Day Supply	
Mail-Order Generic Copay	Greater of \$25 or 10%	\$40.00
Mail-Order Brand Formulary Copay	Greater of \$50 or 30%	\$50.00
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 Pharmacy	Yes	
Medication-Therapy Management	Yes	
Quantity Limits	Yes	
Prior Authorizations	Yes	
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		
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)		
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	
PT Part Time Max Benefit	60% to \$200 weekly maximum	
Administrator - Internal or vendor		

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. Jufin 4-5-2022

For UFCW Local 455:

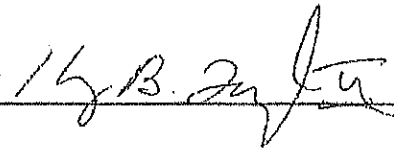
[Signature]

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

