

Memorandum of Agreement
Between
Kroger Texas L.P. – Dallas Division
And
UFCW Local Union No. 455

Kroger Texas L.P. – Dallas Division (Company) and UFCW Local 455 (Union) are parties to a collective bargaining agreement. The parties have met and reached a tentative agreement ("Agreement") for a new collective bargaining agreement. Such new collective bargaining agreement shall contain the provisions of the current collective bargaining agreements between the parties except as modified below and in the attached document entitled "Tentative Agreement." The new collective bargaining agreement shall have a term of July 25, 2020, through and including July 27, 2024.

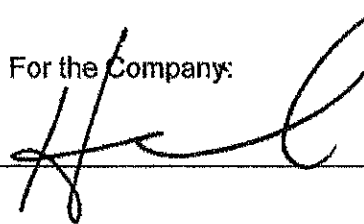
The attached Tentative Agreement and the current collective bargaining agreements, as modified herein, represent the entire Agreement between the parties. Any discussion points or proposal withdrawn by either of the parties shall not be used as evidence in any arbitration or other legal proceeding.

The parties reserve the right to correct any drafting errors or omissions in this agreement.

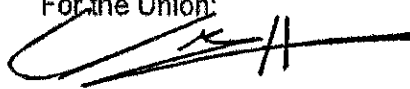
The Union, its officers, and bargaining committee agree to recommend and support the ratification of this Agreement.

Signed and agreed this 6th day of April 2022.

For the Company:



For the Union:



Shreveport/Bossier City, LA and Palestine, TX 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 Agreement
Subject to Membership Approval
Between
Kroger Texas L.P. – Dallas Division
And
UFCW Local Union No. 455
Contract Expiration July 27, 2024

AGREEMENT

This agreement has been entered into between Kroger Texas L.P. – Dallas Division or its successors or assigns, hereinafter designated as the Employer and the United Food and Commercial Workers Local Union No. 455 its successors, or assigns, chartered by the United Food and Commercial Workers International Union, hereinafter designated as the Union.

Current Contract with the following changes.
Delete the stricken language and add in the bold

ARTICLE 1. COVERAGE

Section 1.02 - Outside salesmen shall not be permitted to bag groceries, unload freight, or to stock merchandise other than their own; however, this shall not apply in the case of a new store opening or a store remodeling or where salesmen are building a store promotion display with related merchandise. Further, this provision shall not apply to the existing practice of a tobacco salesman stocking carton cigarettes only, nor shall it apply to merchandising tests or surveys conducted by outside companies.

To prevent erosion of bargaining unit work, driver salesmen, book salesmen, or sales representatives shall not perform work or services in the Employer's retail establishments in excess of the prevailing practice in the industry at the time of the signing of this Agreement.

It is understood that representatives of wholesale suppliers, may replenish product in the wall deli section during a service call, provided that such representative's work does not result in the layoff or reduction in hours of any existing bargaining unit employee.

Vendors will be able to provide for all-inclusive merchandising and care for outdoor products. This practice should not be construed to be a violation of this agreement.

ARTICLE 13. VACATIONS

Section 13.02 (b) - **Current** Part-time employees will be paid a vacation week equal to the hours worked in their anniversary year divided by the weeks in a calendar year, not to exceed forty (40) hours, and will earn weeks of vacation as outlined in Section 13.01 above. **Part-time employees hired on or after May 9, 2021, will be eligible for a maximum of four (4) weeks of vacation under the same general rules as provided for full-time employees.**

Section 13.08 - **If an employee dies before receiving a vacation which he/she has earned, their estate shall be paid his/her vacation.**

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ARTICLE 14. 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.

ARTICLE 15. SENIORITY

Section 15.03 Choice of Schedules and Hours

10. Part-time employees shall be guaranteed a minimum schedule of four (4) hours of work per day and **eighteen (18) hours work per week** ~~will be scheduled for a minimum of twelve (12) hours per week if the employee is available or if the part-time employee is called in on Saturday (who has not previously worked that week) will be scheduled for the hours from the time called in to the time of store closing (but in no case shall exceed eight (8) straight time hours).~~ For those part-time employees who are not scheduled during the week, and who are called in on Saturday will be guaranteed ~~five (5) hours of work or pay in lieu thereof.~~ **The eighteen (18) hour weekly minimum may be waived by mutual agreement on an individual basis between the employer, employee, and Union representative.**

ARTICLE 16. PENSION

United Food and Commercial Workers Union and Employers Pension Fund, the Atlanta Fund for all employees

Section 16.01 - The Kroger Co. and UFCW Local Union No. 455 entered into a Memorandum of Understanding dated December 2011 (the "UFCW/Kroger MOU), the terms of which are incorporated herein by reference (in their entirety). The UFCW/Kroger 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 and governs (1) Kroger's participation in, and contributions to, the UFCW Consolidated Pension Fund (the "Fund"), and (2) the benefits provided to employees of Kroger working under this CBA. A copy of the UFCW/Kroger MOU is available upon request.

Employees in the bargaining unit covered by this CBA shall participate in the UFCW Consolidated Pension Fund, subject to the eligibility, vesting and other requirements and in accordance with the plan of benefits ("Plan") of the Fund.

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

Section 16.02 - The contributions provided for in Section 16.01 hereof shall be for the purpose of providing such Pension benefits for eligible employees and other eligible persons as are determined from time to time by the Trustees of the aforesaid Trust Fund, pursuant to the terms of a Trust Agreement and Declaration of Trust which shall be designated as Appendix (A) and attached to this Agreement as a part hereof.

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~~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 22, 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) 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~~

~~G. Effective September 1, 2016 (August hours), for employees hired on or after July 22, 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.~~

~~H. Effective September 1, 2016 (August hours), for employees hired on or after April 7, 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.~~

~~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).~~

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

~~L. 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.~~

~~M. A copy of the Trust Agreement and any amendments thereto shall be made a part hereto, as herein at length set forth ... Trust Agreement and Pension Plan shall in all respects comply with all applicable legal requirements.~~

~~N. It is understood that the "jointly administered" Employer-Union Pension Fund referred to on 16.04 A above shall be the United Food and Commercial Workers International Union Industry Pension Fund.~~

~~O. It is further understood and agreed that all employees covered by this collective bargaining agreement shall be ineligible to participate in or receive any benefits under the provisions of the Kroger Employee's Retirement Income Plan.~~

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

Kroger Dallas Division ("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.

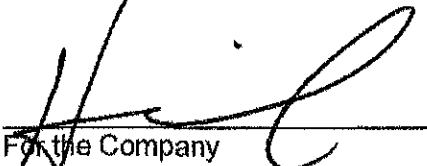
ARTICLE 19. GENERAL PROVISIONS

Section 19.01 - 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 22. EXPIRATION

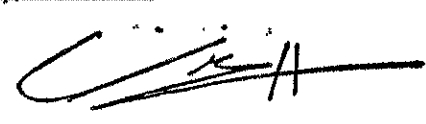
Section 22.01 - This Agreement shall continue in effect from ~~July 24, 2016~~ July 25, 2020, through ~~July 24, 2023~~ July 27, 2024, and shall continue from year to year thereafter unless either party notifies the other party sixty (60) days prior to ~~July 21, 2023~~ July 27, 2024, of a desire to open the Agreement for discussion of amendments to changes.

IN WITNESS WHEREOF, the said parties have caused duplicate copies hereof to be executed by their duly authorized officers this 06th day of APRIL, 2022.



For the Company
04/06/2022

Date



For the Union
4/7/22

Date

Shreveport/Bossier City, LA and Palestine, TX 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.

SCHEDULE "A" WAGES

C. MEAT EMPLOYEES

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

E. NIGHT PREMIUM

A night premium of ~~thirty five cents (35¢)~~ **one dollar (\$1.00)** 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.

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

F. LEAD PREMIUM

Where the Employer deems it necessary to appoint Leads in the positions of Floral, Scan Coordinator, Back Door Receiving, Dairy, Grocery, Frozen Food, Cake Decorator, Fuel, Starbucks/Seattle's Best such employee will receive the top rate for their classification plus fifty cents (50¢) per hour over the employee's current rate upon satisfactory completion of training and upon certification. It is expected that these positions will apply to most all stores within the designated bargaining unit area. Each individual will be trained at the Company's expense and on the Company's timetable. After the training, each will be tested both on knowledge and work environment applications. Each successful candidate will then be certified in the position and shall begin receiving the premium referenced herein. The Employer will endeavor to complete the initial training for these newly created positions within 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.

Where the Employer deems it necessary to appoint Leads in the positions of Dairy and e-Commerce, such employee will receive the top rate for their classification plus one dollar

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(\$1.00) per hour over the employee's current rate upon satisfactory completion of training and upon certification.

G. RETAIL CLERKS

~~Retail Clerks will not work in the meat department.~~ 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.

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 of their classification plus fifty cents (50¢) for Sales Volume 1, the top rate of their classification plus sixty-five cents (65¢) for Sales Volume 2 and the top rate of their classification plus ninety cents (90¢) for Sales Volume 3. **one dollar (\$1.00).**

Though not a required classification, the employer will endeavor to assign Assistant Department Heads at a minimum in the Deli/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.

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 begin receiving the premium referenced herein. The Employer will endeavor to complete the initial training for these newly created positions within 12 months following ratification of this Agreement, if possible. The Employer reserves the right to remove any employee from the Assistant Department head premium for performance related reasons including failure to maintain "best practices" measurements for the average group performance in the Division. Assistant Department Heads will be required to work prime time hours and may be asked to train other Clerks in multiple stores.

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N. MARKETPLACE

The Employer will continue to notify the union in each instance of classifying a store with the "Marketplace" designation.

The ~~Home Hard-Line Apparel~~ Manager will be paid the Department Head rate established on the Schedule A wage page of this CBA, identical to other traditional store department heads. The ~~Home Hard-Line Apparel~~ Manager Department Head position will not replace the Drug GM Department Head position.

An ~~Home Hard-Line Apparel~~ Manager" will be a department head to the following sub-departments:

- ~~Furniture Apparel~~
- Home Décor
- Expanded Toys
- Expanded Kitchen Place
- Baby World

Where the employer deems it necessary, each of the sub-departments (~~Furniture apparel~~, home décor, expanded toys, and expanded kitchen) will have a lead position. These sub-departments lead positions will receive the top rate for their classification plus fifty cents (50¢) per hour upon satisfactory completion of training and upon certification. Each individual will be trained at the Company's expense and on the Company's timetable. After the training, each will be tested both on knowledge and work environment application. Each successful candidate will then be certified in the position and shall begin receiving the premium referenced herein. The employer reserves the right to remove any employee from the lead positions for performance related reasons including the failure to maintain "best practices" measurements for the average group performance in the Division.

In addition to the sub-department leads, where the employer deems it necessary a Marketplace store can appoint an additional "Scan Coordinator" who would also receive the additional "lead" premiums described above.

The Company retains its right to create the Home Fashion Manager designation, Marketplace Front End Classification and Marketplace Specialty Clerk Classification. The Company will assign to each Marketplace location a ~~Home Hard-Line~~ an Apparel Manager.

The parties agree to meet and negotiate rates for any new classification for any Market Place stores. If the parties cannot agree, it will be submitted to expedited arbitration.

O. FUEL CLERKS

A Fuel Center Clerk's responsibility 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.

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.

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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.

Please see Schedule "A" Wages for wages.

Letter of Understanding
Kroger Texas L.P. and U.F.C.W., Local 455
Shreveport 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 responsibility 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.~~

~~Fuel Clerks who complete twelve months of continuous service are eligible for Pension Contributions per Article 16 of the contract. Effective January 1, 2008, Article 14 shall apply to Lead Fuel Center Clerks who meet the eligibility requirements.~~

~~Any modifications made to the Master Fuel Center Agreement will be applicable to Local 455 Shreveport.~~

~~Please see Schedule "A" Wages for wages:~~

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

~~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.~~

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SIDE LETTER OF UNDERSTANDING
By and Between Kroger Texas L.P. Marketing Area
And UFCW Local 455 Shreveport

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:

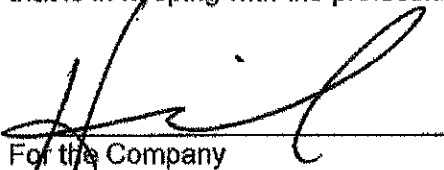
All employees in the Division deserve to be treated with professionalism, courtesy and respect.

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.

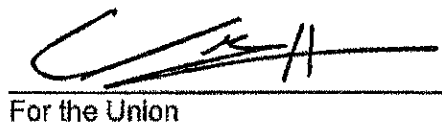
In the event of store temperatures dropping to abnormally cold levels, employee needs will be considered. Employees in those situations may request and be allowed to wear warm clothing that is in keeping with the professional and neat appearance desired for our customers.



For the Company

04/06/2022

Date



For the Union

4/7/22

Date

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

Shreveport Agreement

~~Effective April 8, 2011, the following associates will receive a night premium of one (\$1.00) dollar:~~

~~Harold Whitehead
Sammy Landreth
Mark Potter
Wille Sheppard
Jerome Small
Richard Steadman
Lemon Tarry
Kelvin Ray Pickett
Lynette Brown~~

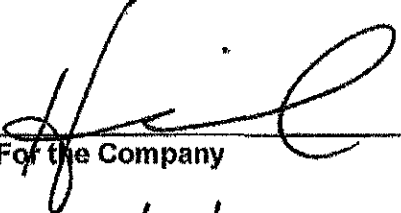
~~To remain eligible for this premium, these associates must work regularly between the hours of
9:00 p.m. and 6:00 a.m.~~

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

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

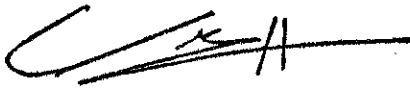
- Institution is beyond a reasonable commuting distance to a Kroger store.
- Leave must be requested on an Educational Leave of Absence Form in advance and must be accompanied by a written confirmation of attendance from the institution.
- Leave shall be granted for a period not to exceed the length 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.



For the Company

04/06/2022

Date



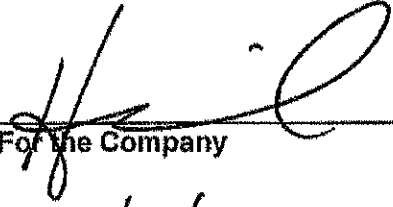
For the Union

4/7/22

Date

SIDE LETTER OF UNDERSTANDING
By and Between Kroger Texas L.P. Marketing Area
And UFCW Local 455 Shreveport
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

04/06/2022

Date



For the Union

4/7/22

Date

Houston Local 455 Supposal Dec 18, 2021

Plan Name	Plan One Ilied 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	36 hours for spouse	
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	22 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	FFO	
Preventive Coverage	In Network	Out of Network
	100%	Not Covered
Co-insurance	In Network	Out of Network
	80%	50%
Predominant Co-insurance (Plan share) January 1, 2021	80%	
Predominant Co-insurance (Associate share) January 1, 2021	50%	
Annual Out-of-Pocket Single / Family January 1, 2021	\$450 / \$900	\$500 / \$1,000
Annual Out-of-Pocket Single / Family January 1, 2022	\$550 / \$1,100	\$1,100 / \$2,200
Annual Out-of-Pocket Single / Family January 1, 2023	\$650 / \$1,300	\$1,300 / \$2,600
Out of Pocket Max. Single/Family effective January 1, 2021	\$8,150 / \$16,300	\$16,300 / \$32,600
Out of Pocket Max. Single/Family effective January 1, 2022	\$9,000 / \$18,000	\$18,000 / \$36,000
Annual Maximum Benefit	Unlimited	Unlimited
Lifetime Maximum Benefit	Unlimited	Unlimited
POINT OF SERVICE FEES	In Network	Out of Network
Primary Care Office Visit (per visit)	\$35.00	50% after deductible
Specialist Office Visit (per visit)	20% + \$35 copayment	50% after deductible
Urgent Care (per visit)	\$75.00	50% after deductible
HC (Urgent Care) Convenience Clinic	\$35.00	50% after deductible
Emergency Room (per visit)	\$500 Copay + Co-insurance	
Coordination of Benefits	Standard	
Use Health OnSite	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	P4 Plan	
Retail		
Retail Days Supply	30 Day Supply	
	Minimum	Maximum
Retail Generic Copay	Greater of \$3 or 3%	\$3.00
Retail Brand Formulary Copay	Greater of \$3 or 3%	\$3.00
Retail Brand Non-Formulary Copay	Greater of \$3 or 3%	\$3.00
Specialty Bio-Similar Copay	3%	\$3.00
Specialty Brand Formulary Copay	3%	\$3.00
Specialty Non-Formulary Copay	3%	\$3.00
Mail		
Mail Order Days Supply	90 Day Supply	
Mail Order Generic Copay	Greater of \$3 or 3%	\$3.00
Mail Order Brand Formulary Copay	Greater of \$3 or 3%	\$3.00
Mail Order Brand Non-Formulary Copay	Greater of \$3 or 3%	\$3.00
Mail Order Specialty Copay	N/A	N/A
Pharmacy Program Options		
30 Day Retail Program (Adhere 90)	Yes	
Drug 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)	\$16.00 (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 Co-insurance	100%	
Basic Co-insurance	80%	
Major Co-insurance	60%	
Annual Maximum Benefit	\$2,000	
Orthodontic Coverage	Ortho as + AdJrb	
Orthodontic Deductible	\$50.00	
Orthodontic Co-insurance	50%	
Orthodontic Lifetime Maximum Benefit	\$1,500	
Vision Benefit		
Network	In Network	Out of Network
Exams (every 12 months)	\$10 copay	\$0
Frames (every 24 months)	\$150 allowance	\$20
Lenses (every 12 months)	\$35 copay	\$35
Contact Lenses (in lieu of contacts)		
Elective Disposable Lenses	\$150 allowance	\$105
Non-Elective Contacts		
Income Replacement Plans	100% Employer Paid	
Basic Life and AD&D (paid to medical eligibility)		
Co-Paid Life Insurance/AD&D	Plan A	
Full Term Life Insurance (Equal amount for AD&D)	\$25,000	
Part Term Life Insurance (Equal amount for AD&D)	\$15,000	
Spouse Life Insurance	\$5,000	
Dependent Life Insurance	\$2,500	
Short Term Disability (5% Paid to medical eligibility)		
FT Elimination Period / Injury - illness / Benefit Duration	7 days 90% / 7 days 80% / 28 weeks	
PT Maximum Benefit a Week	60% to \$300 weekly maximum	
PT Elimination Period / Injury - Wellness / Benefit Duration	7 days 90% / 7 days 80% / 28 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	32 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
Freedom and Co-Insurance (Plan share)	70%	50%
Freedom and Co-Insurance (Associate share)	30%	50%
Annual Deductible - Single / Family January 1, 2021	\$1,000 / \$2,000	\$1,000 / \$4,000
Out of Pocket Max - Single / Family eff January 1, 2021	\$6,150 / \$12,300	\$16,000 / \$32,000
Out of Pocket Max - Single / Family eff January 1, 2021	\$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)	\$15.00	50% after deductible
Specialist Office Visit Copay (per visit)	30% + \$15 copayment	50% after deductible
Urgent Care Copay (per visit)	\$75.00	50% after deductible
ILC / Other Retail Convenience Clinic	\$15.00	50% after deductible
Emergency Room (per visit)		\$300 Copay + Co-insurance
Coordination of Benefits		Standard
Live Health Online		Yes
Employee Assistance Program		EAP provided by MetLife
Target Price for high tech imaging		Yes
Total Health Total You		Yes
Mobile Health Consumer		Yes
Storage to Centers of Excellence (CEO)		Yes
Summary/Prescription Drug Effective January 1, 2021		
Plan		
Retail Days Supply		
	30 Day Supply	
	Minimum	Maximum
Retail Generic Copay	Greater of \$10 or 5%	\$4.00
Retail Brand Formulary Copay	Greater of \$10 or 20%	\$10.00
Retail Brand Non-Formulary Copay	Greater of \$15 or 30%	\$15.00
Specialty Bio-Similar Copay	30%	\$20.00
Specialty Brand Formulary Copay	30%	\$20.00
Specialty Non-Formulary Copay	30%	\$30.00
Mail		
Mail Order Days Supply		
	90 Day Supply	
	Minimum	Maximum
Mail Order Generic Copay	Greater of \$10 or 5%	\$4.00
Mail Order Brand Formulary Copay	Greater of \$10 or 20%	\$10.00
Mail Order Brand Non-Formulary Copay	Greater of \$15 or 30%	\$15.00
Mail Order Specialty Copay	N/A	N/A
Pharmacy Program Options		
90 Day Retail Program (Adhere SC)		Yes
Step Therapy		Yes
Reference Based Pricing (Target Pricing)		Yes
Compound Program		Yes
Generality 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	\$16.00 (2021) / \$19.00 (2022) / \$24.00 (2023)	
Employee + Child(ren)	\$14.00 (2021) / \$15.00 (2022) / \$16.00 (2023)	
Employee + Spouse + Child(ren)	\$43.00 (2021) / \$45.00 (2022) / \$49.00 (2023)	
Dental Benefit		
	Plan Two	
Annual Deductible	\$100	
Prevention Coinsurance	100%	
Basic Coinsurance	80%	
Major Coinsurance	60%	
Annual Maximum Benefit	\$2,000	
Orthodontia Coverage		
	Ortho + Adult	
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)	\$15,000	
Part Time Life Insurance (Equal amount for AD&D)	\$15,000	
Spouse Life Insurance	\$5,000	
Dependent Life Insurance	\$2,000	
Short Term Disability/Sick Pay (tied to medical eligibility)		
FT Elimination Period / Injury - Illness / Benefit Duration	7 days injury / 7 days illness / 28 weeks	
FT Maximum Benefit a Week	60% to \$100 weekly maximum	
PT Elimination Period / Injury - Illness / Benefit Duration	7 days injury / 7 days illness / 28 weeks	
Part Time Max Benefit	60% to \$100 weekly maximum	
Administrator - Internal or Vendor		

Tentative Agreement

Local 455 Shreveport - Schedule "A" Wages

<u>CLASSIFICATION</u>	<u>Effective 7/21/19</u>	<u>CLASSIFICATION</u>	<u>5/16/2021</u>	<u>Effective 5/15/22</u>	<u>Effective 5/14/23</u>
Courtesy Clerks	\$8.00	Courtesy Clerks	\$9.00	\$9.50	\$10.00
Clerks Full-Time		Clerks Full-Time			
0-6 Months	\$8.25	Start	\$10.00	\$11.25	\$12.00
6-12 Months	\$8.50	6 month	\$10.25		
12-18 Months	\$8.75	12 months	\$10.50	\$11.50	\$12.40
18-24 Months	\$9.00	18 months	\$10.75	\$11.75	\$12.70
24-30 Months	\$9.25	24 months	\$11.00	\$12.00	\$12.95
30-36 Months	\$9.50	30 months	\$11.25	\$12.25	\$13.45
36-42 Months	\$9.75	36 months	\$12.00	\$13.00	\$13.95
42-48 Months	\$10.00	48 months	\$12.75	\$13.75	\$14.70
48-54 Months	\$10.50	60 months	\$14.70	\$16.00	\$17.00
54-60 Months	\$10.75				
60-66 Months	\$11.00				
66-72 Months	\$11.25				
72 Months Thereafter	\$13.20				
Clerks Part-Time		Clerks Part-Time			
Start	\$8.25	Start	\$10.00	\$11.25	\$12.00
9 Months	\$8.35	6 month	\$10.25		
18 Months	\$8.45	12 months	\$10.50	\$11.50	\$12.40
27 Months	\$8.55	18 months	\$10.75	\$11.75	\$12.70
33 Months	\$8.65	24 months	\$11.00	\$12.00	\$12.95
39 Months	\$8.85	30 months	\$11.25	\$12.25	\$13.45
45 Months	\$9.10	*36 months - PT Cap*	\$12.00	\$13.00	\$13.95
51 Months Thereafter	\$10.60				

<u>CLASSIFICATION</u>	<u>Effective 7/21/19</u>	<u>CLASSIFICATION</u>	<u>5/16/2021</u>	<u>Effective 5/15/22</u>	<u>Effective 5/14/23</u>
Overnight Grocery Stockers FT		Overnight Grocery Stockers FT			
Eliminate Night Premium for this Classification		Eliminate Night Premium for this Classification			
0-6 Months	\$8.65	Start	\$10.00	\$11.25	\$12.00
6-12 Months	\$8.75	6 month	\$10.25		
12-18 Months	\$9.25	12 months	\$10.50	\$11.50	\$12.40
18-24 Months	\$10.25	18 months	\$10.75	\$11.75	\$12.70
24-30 Months	\$10.50	24 months	\$11.00	\$12.00	\$12.95
30-36 Months*	\$11.00	30 months	\$11.45	\$12.25	\$13.45
36-42 Months	\$11.50	36 months	\$12.00	\$13.00	\$13.95
48 Months Thereafter	\$13.05	48 months	\$12.75	\$13.75	\$14.70
		60 months	\$14.70	\$16.00	\$17.00

<u>CLASSIFICATION</u>	<u>Effective 7/21/19</u>	<u>CLASSIFICATION</u>	<u>5/16/2021</u>	<u>Effective 5/15/22</u>	<u>Effective 5/14/23</u>
Overnight Grocery Stockers PT		Overnight Grocery Stockers PT			
Eliminate Night Premium for this Classification		Eliminate Night Premium for this Classification			
0-6 Months	\$8.65	Start	\$10.00	\$11.25	\$12.00
6-12 Months	\$8.75	6 month	\$10.25		
12-18 Months	\$9.25	12 months	\$10.50	\$11.50	\$12.40
18-24 Months	\$10.25	18 months	\$10.75	\$11.75	\$12.70
24-30 Months	\$10.50	24 months	\$11.00	\$12.00	\$12.95
30-36 Months	\$10.95	30 months	\$11.25	\$12.25	\$13.45
		36 months - PT Cap	\$12.00	\$13.00	\$13.95

<u>CLASSIFICATION</u>	<u>Effective 7/21/19</u>	<u>CLASSIFICATION</u>	<u>5/16/2021</u>	<u>Effective 5/15/22</u>	<u>Effective 5/14/23</u>
<u>Department Managers</u>		<u>Department Managers</u>			
Sales Volume 1 Under \$500K w/o RX Fuel	\$17.55	Sales Volume 1 Under \$500K w/o RX Fuel	\$18.30	\$19.40	\$20.15
Sales Volume 2 \$500K-\$750k w/o RX Fuel	\$18.05	Sales Volume 2 \$500K-\$750k w/o RX Fuel	\$18.80	\$19.90	\$20.65
Sales Volume 3 Over \$750K w/o RX Fuel <i>Customer Service Supv, Produce, Deli, Drug G/M Managers</i>	\$18.55	Sales Volume 3 Over \$750K w/o RX Fuel <i>Customer Service Supv, Produce, Deli, Drug G/M Managers</i>	\$19.30	\$20.40	\$21.15
<u>Market Manager</u>		<u>Market Manager</u>			
Meat Department	\$19.60	Meat Department	\$20.35	21.45	22.20
<u>Service Manager</u>		<u>Service Manager</u>			
	\$13.90		\$15.40	\$16.15	\$16.90
<u>CLASSIFICATION</u>	<u>Effective 7/21/19</u>	<u>CLASSIFICATION</u>	<u>5/16/2021</u>	<u>Effective 5/15/22</u>	<u>Effective 5/14/23</u>
<u>Advanced Clerk</u>		<u>Advanced Clerk</u>			
0-12 Months	\$12.35	0-12 Months	\$12.85	\$13.35	\$13.85
12-24 Months	\$13.35	12-24 Months	\$13.85	\$14.35	\$14.85
Over 24 Months	\$17.00	Over 24 Months	\$17.50	\$17.90	\$18.25
<u>Red Circle</u> (as of 5/5/90)		<u>Red Circle</u> (as of 5/5/90)			
Food Clerk	\$14.74	Food Clerk	\$15.24	\$15.99	\$16.74
Utility Clerk	\$13.55	Utility Clerk	\$14.05	\$14.80	\$15.55
Head Meat Cutter	\$20.16	Head Meat Cutter	\$20.66	\$21.41	\$22.16
Journeyman Meat Cutter	\$17.89	Journeyman Meat Cutter	\$18.39	\$19.14	\$19.89
Wrapper	\$15.02	Wrapper	\$15.52	\$16.27	\$17.02
<u>Fuel Clerks</u>		<u>Fuel Clerks</u>			
0- 6 Months	\$8.25	Start	\$10.00	\$11.25	\$12.00
6-12 Months	\$8.50	6 month	\$10.25		
12-18 Months	\$8.75	12 months	\$10.50	\$11.50	\$12.40
18-24 Months	\$9.00	18 months	\$10.75	\$11.75	\$12.70
24-30 Months	\$9.25	24 months	\$11.00	\$12.00	\$12.95
30-36 Months	\$9.50	30 months	\$11.25	\$12.25	\$13.45
36-42 Months	\$9.75	36 months & Thereafter	\$12.00	\$13.00	\$13.95
42-48 Months	\$10.00				
48+ Months & Thereafter	\$11.50				
<u>Convenience Store Manager</u>		<u>Convenience Store Manager</u>			
	\$17.25		\$17.75	\$18.25	\$18.75

PREMIUMS

Eligible, Regularly Scheduled Overnight Employees	\$1.00
Scan Coordinator, Back Door Receiving, Grocery, Frozen Food, Cake Decorator, Fuel, Starbucks	\$0.50
Dairy, eCommerce	\$1.00
Assistant Department Heads: Deli, Bakery, Grocery, Produce, GM/Non Foods and Front End	\$1.00
Floral:	
Sales Volume 1	\$0.65
Sales Volume 2	\$0.90
Sales Volume 3	\$1.15
Marketplace leads: Apparel, Home Décor, Expanded Toys, Expanded Kitchen Place & Baby World	\$0.50

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. [Signature] 4-5-2022

For UFCW Local 455:

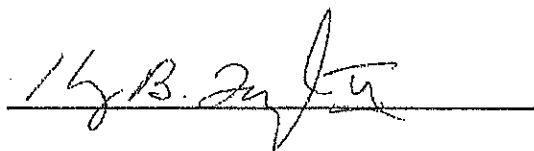
[Signature]

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