

**TENTATIVE AGREEMENT REGARDING TERMS AND CONDITIONS OF FORMER  
QUISBERG'S BARGAINING UNIT EMPLOYEES HIRED INTO BARGAINING UNIT  
POSITIONS AT MINER'S**

The following outlines tentative understandings reached between Miner's Inc. and UFCW Local 663 regarding terms and conditions of employment for individuals previously employed in the bargaining unit at Quisberg's who are hired into positions covered by the current collective bargaining agreement between Miner's, Inc. and UFCW 663 ("Miner's CBA"), at either existing Miner's stores or at newly acquired stores previously operated by Quisberg's. For purposes of this Agreement, "Closing Date" shall mean September 15, 2025. In addition, this Agreement is contingent both on (1) ratification and (2) Closing of the Asset Purchase Agreement between Miner's and Quisberg's.

**Section 1: General**

- 1) The terms and conditions of the Miner's CBA will apply to former Quisberg's employees who are hired by Miner's, except as modified in this tentative agreement.
- 2) If this tentative agreement ratified, the parties will work in good faith to execute an Addendum to the Miner's CBA, incorporating the terms of this tentative agreement.
- 3) All current Quisberg employees will have the opportunity to interview with Miner's and will be considered for employment with Miner's.

**Section 2: Seniority**

- 1) Former Quisberg's employees will be "new hires" for all seniority purposes (department, overall, etc) under the Miner's CBA, except as outlined in this tentative agreement.
- 2) Former Quisberg's employees hired by Miner's shall have a sixty (60) calendar day probationary period. During this probationary period, such employees will have no seniority or right to employment and may be discharged or disciplined with or without cause. However, during the probationary period all other contract provisions shall prevail. Provided the employee successfully completes the probationary period, the employee will be entered on the seniority list and their seniority date for such employees shall revert back to the Closing Date. These provisions shall apply to all former Quisberg's employees hired within the first ninety (90) days after the Closing Date. Former Quisberg's employees hired after this ninety (90) day window will be treated as "new hires" for all seniority purposes under the Miner's CBA, regardless of their Quisberg's seniority.
- 3) It is expected that numerous former Quisberg's employees will have a seniority date that is the Closing Date as a result of Section 2, paragraph 2. For those employees, although their Miner's seniority date will be the Closing Date, Miner's will use the employee's

Quisberg's seniority date as of the Closing Date, to determine seniority rights for those employees.

### **Section 3: PTO**

- 1) Miner's will attempt to honor PTO requests previously granted by Quisberg's to the extent feasible given staffing and business needs. The Union agrees to furnish Miner's with a listing of Quisberg's bargaining unit employees who have PTO requests that have already been approved, along with the dates covered by such approval. Miner's will notify any former Quisberg's employees within sixty (60) days from the employee's date of hire in the event it is unable to accommodate a PTO request previously approved by Quisberg's.
- 2) Former Quisberg's employees will begin to accrue PTO as soon as they begin working for Miner's, in accordance with the PTO article in the Miner's CBA. However, former Quisberg's employees hired within the first ninety (90) days after Closing will have a PTO accrual rate based on their combined years of service at Quisberg's as of the Closing Date and subsequent employment at Miner's (consistent with Section 2, paragraph 2), up to a maximum of one hundred forty-four (144) hours. However, for employees hired within the first ninety (90) days after the Closing Date, in the event those individuals remain continuously and actively employed as of September 15, 2026, such PTO accrual cap shall be increased to one hundred eighty-four (184) hours, provided those employees' years of service at Quisberg's would otherwise entitle them to such an accrual maximum. Any changes in PTO accrual rates, consistent with the Miner's CBA, will be on employees' anniversary of their Miner's hire date.
- 3) Former Quisberg's employees who have an accrued, unused (non-scheduled) PTO balance with Quisberg's as of the Closing Date shall be allowed to schedule an equivalent amount of time, on an unpaid basis, up to a maximum of one hundred twenty (120) hours, by mutual agreement with Miner's. Such time must be scheduled and taken by September 15, 2026.

### **Section 4: PENSION**

- 1) Miner's will be making a proposal regarding the handling of Legacy pension contributions, subject to trustee approval. Absent such approval, the pension contribution provisions of the Miner's CBA shall apply.

### **Section 5: HEALTH & WELFARE**

- 1) There will be no health plan contribution waiting period for employees already covered under UFCW health plan at time of close, and contributions are to be made in accordance with the employee's status based on Miner's offer of employment and the terms of CBA.

- 2) Part-time Quisberg's employees already covered under the plan, and hired on part-time basis at Miner's, will continue coverage per the CBA.
- 3) The "look back" period referenced in Section 8.4 of the CBA shall commence on the date of Close (prior hours employed at Quisberg's will not be counted).

## **Section 6: WAGES**

- 1) Except as set forth below, employees will be placed into the Miner's CBA wage scale, consistent with the wage rates applicable as of the Closing Date, provided such wage aligns with the scale and the job offer, based on classification and status (PT v. FT).
- 2) Employees slotted in to the Miner's CBA wage scale shall be placed at the "step" in the scale they currently occupy at Quisberg's, but shall be required to work the requisite number of hours (or time intervals) set forth in the CBA to reach the next step in the progression (i.e., no credit for hours worked at Quisberg's).
- 3) Quisberg's employees who are paid above scale will retain such wage rates if offered comparable roles at Miner's. However, such wage rates will be frozen moving forward until the wage scale catches up with their over-scale rates.

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FOR THE UNION

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FOR MINER'S, INC.

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_