

TO REVIEW WITH MEMBERSHIP

PANDEMIC RECOVERY AGREEMENT

This Pandemic Recovery Agreement ("PRA") is made and entered into as of October ____, 2020 by and between Greektown, LLC ("Greektown" or the "Employer") and the Detroit Casino Counsel, ("DCC" or the "Union"), collectively, the ("Parties"). On March 16, 2020 Greektown closed its casino and other operations pursuant to order of the Governor of Michigan requiring such closure in an effort to slow the spread of COVID-19. The casino closure continued from that date until August 5, 2020 (the "Closure Period"). As a result of that closure, most of Greektown's Team Members were placed on temporary furlough. Once the Employer determined that it was reasonably foreseeable that the temporary furloughs would potentially result in loss of employment beyond six (6) months, Greektown notified the Union and Team Members that Team Members are subject to layoff at the end of the day on either September 15, 2020 or September 28, 2020. The Union acknowledges that the Employer provided WARN Act notices to the Union as soon as was practicable in light of the unforeseeable business circumstances which led to the Employer's shutdown and the furloughs and layoffs of the members of the bargaining unit. The Governor of Michigan authorized Greektown to reopen its casino on August 5, 2020, subject to a number of limitations and the implementation of numerous new protocols designed to limit the spread of COVID19. During the Closure Period, Greektown and the DCC negotiated a Team Member wage payment ("Closure Pay") for a two (2) week period beginning on the closure date and ending on March 31, 2020 (the "Closure Pay Period"), and they also negotiated continuation of benefits for furloughed Team Members through August 2020. The Parties now desire to enter into this PRA to reflect not only those prior agreements but also their agreement as to terms and conditions designed to facilitate the recovery of the Detroit casino industry while preserving existing Team Member economic benefits as well as providing enhanced economic benefits and job security for Greektown Team Members.

Accordingly, the Parties have agreed as follows:

<p>1) <u>Two Weeks Closure Pay (for March 2020)</u></p> <p>This PRA confirms the payment by the Employer of the previously provided/negotiated Closure Pay, which was in the total amount of \$1,954,665.00 for DCC members.</p>
<p>2) <u>Continuation of Benefits for Eligible Furloughed Team Members from March 16, 2020 through July 31, 2020</u></p> <p>This PRA confirms the previously provided/negotiated continuation of benefits by the Employer as set forth above, at an Employer cost of \$4,572,054.20 for DCC members, which amount includes Employer payment of Team Member premium contributions.</p>
<p>3) <u>Continuation of Benefits through August 31, 2020 for Eligible Team Members on Furlough</u></p> <p>This PRA confirms the previously provided/negotiated continuation of benefits by the Employer as set forth above, at an Employer cost of \$920,761.64 for DCC members, which amount includes Employer payment of Team Member premium contributions.</p>

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4) Continuation of Benefits through September 30, 2020 for Eligible Team Members Still on Furlough or Lay Off

Since the Employer has sent COBRA notices to laid off team members represented by the DCC and the parties desire to continue health benefits coverage for those laid off team members for the month of September, the parties agree that once a team member elects COBRA coverage and pays his/her contribution rate for the coverage, the Employer will pay the employer portion of the contributions for healthcare for the month of September. Implementation timeline to be determined in light of open enrollment.

5) Extended Recall Rights

Recall eligible employees laid off or separated between March 16, 2020 and October 16, 2023 because of the COVID-19 pandemic shall have their recall rights extended to 1) October 16, 2023 (to the end of the CBA Extension) or 2) twelve (12) months following their layoff date, whichever is later. A Team member shall not be eligible for recall if the Team Member has declined a recall opportunity without satisfying the Employer's previously announced criteria for declining recall. Team Members who are recalled within the above extended recall period will retain their seniority dates in effect on the date of layoff.

6) Recall Procedure

The Employer will recall Team Members in order of house seniority in their respective classifications (except for IUOE-represented Team Members, who will be recalled by department seniority). Team Members must notify the Employer no later than twenty-four (24) hours after a telephone call or email from the Employer that he/she desires to return to work or that he/she wishes to decline recall as permitted under the Employer's criteria for doing so. If the Team Member does not respond to the recall notice within twenty-four (24) hours, the Employer may recall the next most senior Team Member. Team Members who do not respond within seventy-two (72) hours of the telephone call or email are deemed to have voluntarily resigned from their employment and will have no further recall rights. Team Members are responsible for keeping the Employer informed of their current contact information (telephone number and email) through Employee Self-Service or by contacting HR.

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7) 2021-2022 Recovery Payment

Eligible Team Members shall receive a one-time 2021-2022 Recovery Payment calculated in the amount of Eighty Cents (\$0.80) per hour for actual hours worked between October 1, 2020 and March 31, 2021 and Eighty-Five Cents (\$0.85) per hour for actual hours worked between April 1, 2021 and September 30, 2021. Eligible Team Members shall be paid the one-time 2021-2022 Recovery Payment (less applicable taxes) in the first pay period following October 17, 2021.

In order to be eligible for the 2021-2022 Recovery Payment, Team Members must satisfy both of the following conditions: (1) the Team Member must be employed by the Employer as of August 31, 2020 (meaning back at work, on Employer approved leave of absence, or on layoff with recall rights) and (2) the Team Member must have been recalled and be back at work and thus on the Employer's payroll as of October 1, 2021. A Team Member failing to satisfy one or the other or both of the above two conditions is not eligible to receive the 2021-2022 Recovery Payment. The 2021-2022 Recovery Payment is a one-time payment and is not rolled into a Team Member's base hourly rate. On written request of the Team Member, the Employer shall contribute the 2021-2022 Recovery Payment to the Team Member's 401(k) account to the extent allowed by the Employer's 401(k) plan and applicable law.

8) 2022-2023 Wage Increase

Beginning on the first day of the first payroll period after April 17, 2022, the base hourly rate in effect on April 16, 2022 shall be increased by one and one-half percent (1.5%) or Twenty-Two Cents (\$0.22) per hour, whichever is greater, for each classification reflected in Exhibit I attached to the Parties' 2015-2020 collective bargaining agreement.

Beginning on the first day of the first payroll period after April 17, 2023, the base hourly rate in effect on April 16, 2023 shall be increased by one and one-half percent (1.5%) or Twenty-Three Cents (\$0.23) per hour, whichever is greater, for each classification reflected in Exhibit I attached to the Parties' 2015-2020 collective bargaining agreement.

9) Vacation Accrual

Those full-time Team Members who are recalled and return to full-time positions by March 15, 2021, who were furloughed/laid off because of the COVID pandemic, and who did not, by their anniversary date between March 16, 2020 and March 15, 2021, work sufficient hours because of such furlough/layoff to earn their full allotment of vacation time under Section 5.01 of the collective bargaining agreement, shall, for vacation accrual purposes only, be given a sufficient credit of hours worked per week for those weeks they were furloughed/laid off between March 16, 2020 and March 15, 2021 because of the COVID pandemic to entitle them to be credited on that anniversary date with that full allotment of vacation time. "Sufficient hours" is defined to mean the average number of hours the Team Member worked per week in the Team Member's previous anniversary year. All other provisions of Section 5.01 shall remain in full force and effect.

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10) Waiver of Mandatory One Week Vacation Usage

In 2020 only, and only for those employees whose work anniversary falls (or fell) between March 15, 2020 and November 15, 2020 and were returned to full-time work by September 28, 2020, Greektown will waive the requirement in Article 5.01(d) of the collective bargaining agreement that employees must use at least forty (40) hours of vacation time in order to receive a payment of vacation days in excess of eighty (80) hours and/or to carryover accumulated unused vacations hours up to a maximum of eighty (80) hours to their next anniversary year, only in the event an employee is unable to use the required forty (40) hours of vacation before November 15, 2020.

When a Team Member returns to work after his/her vacation balances have been paid out, the Employer, in recognition of the importance of time off from work, is committed to working with Team Members to allow such Team Members unpaid time off (as business allows), until the Team Member receives a new vacation allotment on his/her anniversary date.

11) Vacation and Personal/Sick Time Payout

Employees who were laid off at the end of the day on the date set forth in the applicable WARN notice (either September 15 or September 28, 2020), will be entitled to receive a payout of their earned and unused vacation and personal/sick time.

12) Mandatory Early Out

For the term of this PRA, the Employer may require that Team Members leave their shifts early due to lack of business ("mandatory early outs"). Employees who are required to take a mandatory early out shall be paid a minimum of four (4) hours for an employee working a shift of eight (8) or fewer hours, or a minimum of six (6) hours for an employee working a ten (10) hour shift, or for actual time worked, whichever is greater. Team Members who are required to take a mandatory early out shall be paid a minimum of four (4) hours or actual time worked, whichever is greater. The Employer is entitled, however, to continue its current practice of allowing Team Members to sign up or otherwise request an early out. In the event that the Employer determines that staffing levels are too high given business levels, and that an insufficient number of Team Members signed up for or otherwise requested an early out, the Employer may initiate a request for volunteers to take early outs and, if numbers are still insufficient, may thereafter require mandatory early outs in reverse order of classification seniority of those Team Members on duty. Team Members who take an early out because of the Employer-initiated request for volunteers after exhaustion of list of those who signed up for or otherwise requested an early out, or are required to take a mandatory early out by the Employer due to lack of sufficient volunteers, shall be credited for their scheduled work hours for that shift for purposes of health care benefits eligibility and for purposes of the 2021-2022 Recovery Payment. Team Members who signed up for or otherwise requested an early out that was granted shall not receive credit for their scheduled hours for purposes of health care benefits eligibility or for purposes of the 2021-2022 Recovery Payment. This provision applies to the following groups/classifications: Food & Beverage, EVS/Facilities Cleaners/Stewards, Retail, Warehouse/Receiving, Wardrobe, Hotel, Transportation, Marketing, and Clerical.

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13) Work/Family Consideration

The Parties acknowledge that just as the COVID-19 pandemic has impacted Employer's business, it has also impacted the personal lives of Team Members. To that end, the Employer is committed to treating Team Members with understanding and respect as we work together to resolve work and family issues requiring absences or leaves where such absences or leaves are not available to a Team Member under the collective bargaining agreement or state or federal law because of the casino closure. Team Members facing such issues between the date of ratification of this PRA and December 31, 2021 should immediately contact Human Resources to explore options. During this time period, the Parties acknowledge that these work/family issues and other COVID-19 pandemic related issues will be addressed under the terms of Article 1: Labor-Management Cooperation.

14) Contract Extension

This PRA extends the Parties' current collective bargaining agreement ("CBA") for 3 years such that it now expires on October 16, 2023.

15) Preservation of Contract

This PRA is not intended to change any provisions in the CBA other than as specifically addressed in this PRA, and in the event of any inconsistencies between the CBA and this PRA, this PRA controls. All other provisions of the CBA remain in effect and are extended to 11:59 **P.M.** on October 16, 2023.

SIGNATURES ON FOLLOWING PAGE

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FOR THE EMPLOYER:

FOR THE DETROIT CASINO COUNCIL:

UNITEHERE! Local 24

International Brotherhood of Teamsters, Local
1038

UAW International, Region 1

UAW, Local 7777

International Union of Operating
Engineers, Local 324

Michigan Regional Council of Carpenters and
Millwrights