

## MOTORCITY CASINO HOTEL/DETROIT CASINO COUNCIL

### MCCH/DCC Final Tentative Agreement, November 5, 2020 @ 10:00pm

This Pandemic Recovery Agreement ("PRA") is made and entered into as of November 5, 2020 by and between Detroit Entertainment, L.L.C. ("MotorCity" or the "Employer") and the Detroit Casino Council ("DCC" or the "Union") (collectively, the "Parties"). On March 16, 2020 MotorCity 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 MotorCity's Associates 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, MotorCity notified the Union and Associates and ultimately laid off many Associates at the end of the day on July 31, 2020 (subject to recall rights). 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 MotorCity 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 COVID-19. During the Closure Period, MotorCity and the DCC negotiated an Associate wage payment ("Closure Pay") for a two (2) week period beginning on the closure date and ending on March 30, 2020 (the "Closure Pay Period"), and they also negotiated continuation of benefits for furloughed and laid off Associates 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 Associate economic benefits as well as providing enhanced economic benefits and job security for MotorCity Associates.

1) **Two Weeks Closure Pay (for March, 2020)**

This PRA confirms the payment by the Employer of the previously provided/negotiated Closure Pay, which was in the total amount of \$2,855,604 for DCC members.

2) **Continuation of Benefits for Eligible Furloughed Associates from March 16, 2020 through July 31, 2020**

This PRA confirms the previously provided/negotiated continuation of benefits by the Employer as set forth above, at an Employer cost of \$7,619,760 for DCC members, which amount includes Employer payment of Associate premium contributions.

3) **Continuation of Benefits through August 31, 2020 for Eligible Associates on Layoff**

This PRA confirms the previously provided/negotiated continuation of benefits by the Employer as set forth above, at an Employer cost of \$801,450 for DCC members, which amount includes Employer payment of Associate premium contributions.

4) **TERM OF AGREEMENT**- 3 years October 17, 2020- Oct 16, 2023

This PRA is not intended to change any provisions in the Parties' 2015-2020 collective bargaining agreement ("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.

5) **Employer Contributions to September 2020 COBRA Payments for Laid Off Associates Electing COBRA**

Since the Employer has sent COBRA notices to laid off Associates represented by the DCC and the parties desire that the Employer contribute to the cost of September, 2020 COBRA continuation of health benefit coverage for those laid off Associates who elect COBRA, the Parties agree that, if an Associate properly elects COBRA coverage by November 29, 2020 and by that date pays to the Employer the premium contribution amount the Associate would have been required to pay for his/her September 2020 health benefit coverage if actively employed, the Employer will pay the balance of the COBRA payment due from that associate for his/her September health benefit coverage.

6) **Extended Recall Rights**

Recall eligible Associates laid off 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) 12 months following their layoff date, whichever is later. An Associate shall not be eligible for recall if the Associate has declined a recall opportunity without satisfying the Employer's previously announced criteria for declining recall. Associates who are recalled within the above extended recall period will retain their seniority dates in effect on the date of layoff.

7) **Recall Procedure**

The Employer will recall Associates in order of house seniority in their respective classifications (except for IUOE-represented Associates, who will be recalled by department seniority). Associates 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 Associate does not respond to the recall notice within twenty-four (24) hours, the Employer may recall the next most senior Associate. Associates 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. Associates are responsible for keeping the Employer informed of their current contact information (telephone number and email address) through Create the Escape or by contacting HR.

8) **Waiver of Mandatory One Week Vacation Usage**

In recognition of the fact that the COVID-19 related casino closure from March 16, 2020 until August 5, 2020 adversely impacted the ability of certain Associates to use vacation time, the Employer agrees to a limited one-time waiver of the Article 5.01.c. requirement that Associates use at least 40 hours of vacation time in order to carry over a maximum of 80 hours and be paid for accumulated time in excess of 80 hours. That one-time waiver will apply only for Associates who are recalled and return to full time work prior to March 16, 2021 and will apply only as to anniversary dates falling between March 17, 2020 and March 16, 2021.

9) **Vacation Accrual**

Those full-time Associates 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 Associate worked per week in the Associate's previous anniversary year. All other provisions of Section 5.01 shall remain in full force and effect.

10) **Vacation and Personal/Sick Time Payout**

Associates who were laid off at the end of the day on July 31, 2020 and remain on layoff on March 16, 2021 will be entitled to receive a payout of their earned and unused vacation and personal/sick time following request to the Employer made prior to March 16, 2021.

**11) Mandatory Early Out**

For the term of this PRA, the Employer may require that Associates leave their shifts early due to lack of business ("mandatory early outs"). Associates who are required to take a mandatory early out shall be paid a minimum of four (4) hours for an Associate working a shift of eight (8) or fewer hours, or a minimum of six (6) hours for an Associate working a ten (10) hour shift, or for actual time worked, whichever is greater. The Employer is entitled, however, to continue its current practice of allowing Associates 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 Associates 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 Associates on duty. Associates who take an early out because of the Employer-initiated request for volunteers after exhaustion of the 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. Associates 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. This provision applies to the following groups/classifications (as listed in Exhibit 1 to the CBA): Food & Beverage, Internal Maintenance, Entertainment, Retail, Receiving, Wardrobe, Hotel, Theatre, Transportation, and no other groups/classifications.

**12) 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 Associates. To that end, the Employer is committed to treating Associates 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 an Associate under the collective bargaining agreement or state or federal law because of the casino closure. Associates 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.

**13) 2021 Recovery Payment**

Full Time Associates or current part time Associates who meet the full time eligibility standards set forth in Article 4.02(d) and who meet the eligibility standards below will receive a one-time 2021 Recovery Payment of One Thousand Five Hundred Dollars (\$1,500) (less applicable taxes).

Part Time Associates who meet the eligibility standards below will receive a one-time 2021 Recovery Payment of Seven Hundred Fifty Dollars (\$750) (less applicable taxes).

In order to be eligible for that 2021 Recovery Payment, Associates must satisfy both of the following conditions: (1) the Associate must be employed by the Employer (meaning back at work, on an Employer approved leave of absence, or on layoff with recall rights) as of the date of ratification of this PRA and (2) the Associate must be actively back at work (meaning not on layoff or leave of absence but actually recalled and back at work, on the Employer's payroll) as of March 15, 2021. The March 15, 2021 date shall be adjusted in the same manner and extent as the payment date is adjusted as described below. An Associate failing to satisfy one or the other or both of the above two conditions is not eligible to receive that 2021 Recovery Payment.

The 2021 Recovery Payment (less applicable taxes) shall be paid in the first pay period following March 15, 2021 except if the casino is closed again before that date, in which case the 2021 Recovery Payment date will be delayed by one day for each day of that closure (by way of illustration, if the casino is closed for two weeks, then the 2021 Recovery Payment date will be in the first pay period following March 29, 2021).

The 2021 Recovery Payment is a separate one-time payment and is not rolled into an Associate's base hourly rate. On written request of the Associate, the Employer shall contribute the 2021 Recovery Payment to the Associate's 401(k) account to the extent allowed by the Employer's 401(k) plan and applicable law.

**14) Wage Increase**

Beginning on the first day of the first payroll period after October 17, 2022, the base hourly rate in effect on October 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' CBA.

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' CBA.

**15) Side Letter 7- Dealers**

3) Dealer Classification Allocation – Increase Dealer IV Classification cap to 15%.

FOR THE EMPLOYER:

By: [Signature]

Its: VP of Human Resources

FOR THE DETROIT CASINO COUNCIL:

[Signature]  
UNITE HERE! Local 24

[Signature]  
International Brotherhood of Teamsters,  
Local 1038

[Signature]  
UAW International, Region 1

[Signature]  
UAW, Local 777

[Signature]  
International Union of Operating  
Engineers, Local 324

THE DETROIT CASINO COUNCIL, MOTOR CITY COMMITTEE UNANIMOUSLY SUPPORTS THE TENTATIVE AGREEMENT AND WILL ENDORSE TO UNION MEMBERSHIP.

TENTATIVE AGREEMENT IS SUBJECT TO MEMBERSHIP RATIFICATION.

Bargaining Committee

Union/Department

Bargaining Committee	Union/Department
<u>[Signature]</u>	344 ENGINEERING
<u>[Signature]</u>	UNITE HERE Local 24
Ms. Myriam Taylor	Unite Here Local 24 / Slots
<u>[Signature]</u>	Unite Here Local 24 Internal Affairs
Wendy Hampton	Teamsters
Shataya Thompson	Teamsters/Valet
Antonio Thomas	Hotel
<u>[Signature]</u>	CAGE
Latomia Anderson	UAW Loyalty Marketing
Terri D. Spivey	UAW CASINO OPS

Dorothy Rice Smith	Casino Opps MCC VAW