<u>**MEMORANDUM OF AGREEMENT**</u>   <u>**Revised 12/11/20**</u>

The Communication Workers of America (the "Union"), and Duquesne Club (the "Company"), (the Union and the Company, collectively, the "Parties"), intending to be legally bound, enter into this Memorandum of Agreement ("Agreement") in order to memorialize discussions between the Parties regarding health benefits eligibility for calendar year 2021 with requirements for 2022, and usage of accrued vacation in 2021. Accordingly, the Parties agree to the following terms:

1.   **Amendments to the Contract.** The Parties hereby agree to the following changes to the collective bargaining agreement between the Parties:

a.   Current full-time union employees who do not meet the annual full-time hours requirement for 2020, and would therefore be ineligible for health insurance coverage in 2021, will be granted an extension of health insurance coverage through 3/31/21 provided they have worked at least 1,040 hours (842 hours for grandfathered employees) in 2020. The shortfall in hours will be recorded for annual hours requirement purposes in 2022. However, full-time union employees who do not meet or exceed an annual total of 1,040 hours, as of 12/31/2020, will lose full-time status for 2021.

b.   If an employee does not qualify for full-time status in 2021, but is eligible in 2021 for an extension of health insurance coverage as set forth in subparagraph a., the employee must work in 2021 the regular hours requirement plus 25% of the shortfall in 2020, in order to achieve full-time status in 2022. For instance, a union employee that is 300 hours below the hours requirement in 2020 will be required to work 75 hours (300 hours at 25%) in 2021 in addition to the annual hours requirement to achieve full-time status, and health insurance coverage, in 2022.
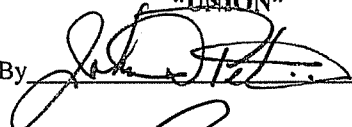
c.   Based on a review of Club business in the first quarter of 2021, union employees who did not meet the annual hours requirement for 2020, and do not average 32 hours (23.5 hours for grandfathered employees) per week in the first quarter of 2021, may risk losing full-time status and related benefits. The temporary extension of benefits eligibility for these employees may be terminated by the Club at its sole discretion (although the Club agrees to discuss the issue with the Union in advance of making the decision). Again, the shortfall in 2020, at 25%, will be used to determine health insurance coverage in 2022 based on hours worked in 2021 as stated in subparagraph b.

d.   Full-time union employees who did not meet the annual hours requirement in 2020, and therefore did not earn paid vacation for 2021, shall nevertheless be allowed to take paid vacation in 2021 in the same amount as they would have earned had they met the hours requirement for 2020. For vacation provided pursuant to the first sentence of this subparagraph d., management may limit employees to taking the vacation on a quarterly basis at one-fourth of the annual vacation day accrual. For instance, a union employee that has been granted 4 weeks of vacation for 2021, could be approved for one week of vacation for each quarter in 2021. Should an employee lose full-time status at any point in 2021, based on the requirements in subparagraph c., vacation shall be forfeited and not paid upon termination.

2.   **Non-Precedential.** This agreement shall be treated by the Parties as non-precedential. Neither the fact of this Agreement nor any of its parts shall be construed as an admission of wrongdoing, liability, or that any fact or allegation asserted by either Party was true.

3.   **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Parties and supersedes any prior oral or written agreements or understandings between them regarding its subject matter. The Union acknowledges that it has not relied on any representations, promises, or agreements of any kind made to it in connection with its decision to make this Agreement, except for those set forth in this Agreement.

"UNION"

Dated____12/15/2020_____   By_____

"COMPANY"

Dated____12/15/2020_____   By_____