

SUMMARY OF TENTATIVE AGREEMENT

BETWEEN

COMMUNICATIONS WORKERS OF AMERICA

DISTRICT 2-13 AND DISTRICT 6

AND

ZENIMAX MEDIA, INC. | MICROSOFT CORPORATION

JUNE 2025



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1. Recognition

- a. Defines which job titles in QA are covered by ZWU-CWA.
- b. If the Employer wishes to add new job titles to QA:
 - i. They must give 30 days notice.
 - ii. They must negotiate wages over the new titles.

2. Contract Application

- a. The Employer and the Union should not coerce, intimidate, or discriminate against employees.
- b. Based on all of the federal protected classes.
 - i. Adds “gender identity” and “gender expression” to protected classes.

3. Dignity and Respect

- a. Holds the Employer responsible for maintaining a safe, respectful, and inclusive work environment.
 - i. Uses federal protected classes as list.
 - ii. Adds “gender identity” and “gender expression” to protected classes.
- b. **Lived Names**
 - i. Employer recognizes “Lived Names”, which are names an individual has chosen to use in life rather than their legal name.
 - ii. Upon request by the Employee, the Employer must make every reasonable effort to update internal systems to reflect Lived Names (like Slack, Jira, etc.) and refer to employees by their Lived Name.

4. Qualification Period

- a. New employees* will have to complete a Qualification Period of 6 months.
 - i. Legacy Contractors are considered to have completed their Qualification Period.
- b. During the first 120 days, the Employer may dismiss someone without just cause.
- c. These terms are not subject to Grievance and Arbitration.
- d. Within 7 calendar days of a dismissal, the employee can request a meeting with Labor Relations for information related to the dismissal.
- e. The employer will provide a written response within 14 calendar days of the meeting.

5. Schedules, Hours, & Overtime (OT)

- a. Core hours are 10am - 4pm, business hours are 9am-6pm.
 - i. Employees can have a flexible schedule that includes core hours with supervisor approval.
- b. At all locations, meal periods are 30 - 60 min and can be flexible.
- c. Company can mandate OT, but only after seeking volunteers and only if there are not enough volunteers, with the following limits:
 - i. No more than 10 hours per day.
 - ii. No more than 60 hours total per week.

- iii. No more than 6 consecutive days worked.
 - iv. Employees who work 50 hours in 1 week can't be required to work more than 50 the next week.
- d. Those with extenuating circumstances/hardships may be excused.
- e. **Temporary Schedule Adjustment**
 - i. If a non-exempt employee needs to work between the hours of 11:00 pm and 5:59am or on a weekend day, which are not above 40 hours in the week, they shall be paid an additional \$1.00/hour for each hour of the whole shift above their regular hourly rate.
- f. **On-Call/Call-In Pay**
 - i. Non-Salaried employees who are on-call (and "work-ready") will be paid 2 hours pay for each week on call.
 - ii. If an employee is actually called to perform work, they will receive time-and-a-half for any hours worked (in addition to the 2 hours above).

6. Hybrid Work

- a. Beginning July 1st, everyone is expected to work in-office 3 days per week.
 - i. Initially, Wednesday is mandatory in-office, the other 2 days are the employee's choice.
 - ii. Beginning September 1st, Tuesday will also be mandatory in-office, with the remaining 1 in-office day as the employee's choice.
 - iii. All approved time off will count towards your in-office days.
- b. **Yearly Exception/Variance**
 - i. Employees may apply for a remote work status exception or other variance from this policy at any time.
 - ii. Exceptions will last for the fiscal year if approved, and be reviewed before the start of each fiscal year.
 - iii. The Employer may grant such requests based on factors including, but not limited to:
 - 1. Individual role or role expectations
 - 2. The nature of the request and needs of employee
 - 3. Business needs
 - iv. The Employer retains discretion on approvals and denials, and the decision is not subject to Grievance and Arbitration.
 - v. Employees who are offered a promotion or to move into a role/title with different responsibilities that require time in office, may have to rescind their remote work exception to accept the position.
 - vi. Employees who are granted exceptions will not be discriminated against in terms of promotional opportunities.
 - vii. Nothing in this policy is intended to apply to or replace Medical Accommodations requests.
- c. **Short Term Variance**
 - i. An employee may request to work from home when facing a short term extenuating circumstance such as:

1. Weather
2. Sickness
3. Appointments
4. School Closures
- ii. When the request falls on a mandatory in-office day, the day worked shall be considered in-office.
- iii. For requests on other other days, the day worked shall be considered in-office only with supervisor approval.
- iv. Requests are subject to approval by their direct manager.
- v. Requests will not be unreasonably denied.
- d. Temporary Increase Period**
 - i. In the event the Employer determines there is a business need to temporarily increase the number of in-office workdays, employees shall receive at least 14 calendar days notice prior to implementation (except when there is an emergency).
 - ii. An emergency for purposes of this article shall be defined as unforeseeable circumstances.
 - iii. Limits**
 1. The time period that the increase can occur within shall not exceed 90 consecutive calendar days.
 2. No more than 1 period per rolling-12-months, per employee.
- e. The Employer will make reasonable attempts to provide bargaining unit employees with a laptop when necessary.

7. Hybrid Work MOU

- a. Employees that live 35+ miles away from all ZMI offices on or before February 11th 2025 will get a one-time \$4200 stipend.
 - i. If you have medical accommodations or an exception for fully remote work you are not eligible.
 - ii. You can request to transfer to a closer ZMI worksite.
- b. 9 employees are eligible for RTO exemption due to living 70+ miles from any office on or before February 11th 2025.
 - i. Upon ratification, these employees have 1 week to request their exemption from in-office work.
 - ii. They can also choose to revoke their exemption and take the stipend instead.

8. Temporary Employees

- a. Establishes an Initial Employment Period (IEP) and an Additional Employment Period (AEP).
 - i. The IEP is up to 9 months but no less than 7 months and the end date of the IEP must be in writing in an offer letter to the employee.
 - ii. 30 days before the end date of the IEP, the Employer has to meet with the employee to evaluate their workload and choose one of three options:

1. The employment ends on the pre-established end date.
 2. They are offered an Additional Employment Period (AEP) of up to 5 months (overall employment can't exceed 12 months).
 3. They are being converted to a full-time position.
 - iii. The Additional Employment Period (AEP) can't exceed 12 months from the IEP hire date. The AEP end date offer letter should also be in writing with a specified end date.
 - iv. 15 days of paid time off (9 PTO, 3 Wellness, 3 Personal) for the IEP, and an additional 9 days (5 PTO, 2 Wellness, 2 Personal) for the AEP.
- b. Benefits**
- i. Paid leave (detailed above)
 - ii. Paid holidays
 - iii. Medical, dental, vision, Rx
 - iv. 401k
 - v. Access to the Microsoft Employee Stock Purchase Program (ESPP) after 5 months.
 - vi. A \$500 Wellness Credit included in paychecks for the first pay period of the IEP and the AEP.
- c. The employer can offer to convert to FTE at any time.
 - d. If employment is ended sooner than an established end date, the employee receives 30 days notice with pay. (**Note: Legacy Contractors are entitled to severance in this instance.**)
 - e. Discipline/dismissal is not subject to Grievance/Arbitration but they can request a meeting with Labor Relations and a Union rep to escalate any issues.

9. Legacy Contractors MOUs

- a. Upon ratification
 - i. External facing job title "QA Tester" is applied and reflected in credits.
 - ii. Wage raise of \$25.00/hour upon successfully completing a background check and adhering to the hybrid policy.
 - iii. Entitled to severance benefits based on FTE Associate QA Testers with start date of December 11, 2023.
 - iv. The Qualification Period is considered automatically completed.
 - v. Has access to the grievance procedure but not arbitration.
 - vi. **Note:** See Voluntary Separation Plan (VSP) MOU section for VSP terms before ratification.

10. Performance and Discipline

- a. Employees should not be disciplined or dismissed without Just Cause, barring egregious behavior/gross misconduct.
- b. Management will make every effort to inform the employee of their right to union representation and conduct an investigatory meeting before discipline.

11. Transferring Out of the Department

- a. The company will post new job openings internally, 5 business days before posting them publicly.
- b. At least 5 employees who meet the requirements for the title will be interviewed.
- c. Candidates who are interviewed but not selected can request written feedback explaining why they weren't hired.
- d. After a transfer, the employee may choose to return to their previous position under certain circumstances:
 - i. It is within 30 days of transfer
 - ii. The old position is still vacant
 - iii. A new candidate for the old position has not been sent an offer letter

12. Immigration Assistance, Immigrant Workers' Rights

- a. ZeniMax will not impose any work authorization requirements greater than the legal minimum.
- b. If an employee loses their work authorization and is terminated as a result, but authorization is restored within a year, they will be rehired to their previous position or to a similar one. Their seniority will also be restored.
- c. Unless required by law, an SSA "no-match" letter or other verification of a no-match cannot result in adverse action taken against the employee.

13. Disability Accommodation

- a. Employees may request Accommodations through HR.
- b. Supporting documentation may be required to determine eligibility.
- c. Limits required documentation to only what is necessary to determine eligibility.
- d. Responses will be given in a timely manner.
- e. Protects against discipline for requesting an accommodation.

14. Crediting

- a. Sets clear guidelines for employees to be listed in game credits, assuring that workers receive credit for the work they've done, and that those credits are publicly accessible.
- b. **Guidelines**
 - i. Employees will be listed in the credits under the job title they held when the credits were created, as long as:
 - 1. They worked on the title for at least 30 calendar days.
 - 2. They were employed by the company for at least 90 calendar days prior to the project's release date.
 - 3. If they don't meet those requirements, they will be listed under "Special Thanks" or a similar category.
 - 4. If a game receives major updates or DLC, in-game credits will be updated to include any additional employees who meet the criteria.
- c. **Publicly Accessible List**

- i. Within 180 days of ratification, the company will implement a publicly accessible list of credits for future releases, titles that don't feature in-game credits, patches to back catalog titles, and similar instances where employees may otherwise not receive in-game crediting.
 - 1. For smaller updates, or in situations where the in-game credits can't be altered, the publicly accessible list will still be updated with additional employees.
- d. **Lived Names**
 - i. Employees will be credited by their Lived Name; if an employee updates their Lived Name with HR, their name will also be updated in the publicly accessible credits list.

15. Artificial Intelligence (AI)

a. Microsoft's AI policy

- i. Fair
- ii. Reliable and safe
- iii. Private and secure
- iv. Inclusive - should empower and engage people
- v. Transparent - should be understandable
- vi. Accountable - those who deploy AI systems are accountable for their behaviors

b. Implementation of AI

- i. AI must be "human centered."
- ii. The Labor Management Committee (see article X) will discuss AI as it relates to QA work.
- iii. The Employer shall provide notice when implementing AI and we can bargain over the effects of such implementation.

16. Business Travel Expenses

- a. With advanced approval, the employer shall reimburse reasonable business travel expenses.
- b. Also covers travel meals up to the standard rate for Meals and Incidental Expenses set by the General Service Administration (GSA M&IE).

17. Medical, Dental, Vision, and Other Benefits

- a. Employee benefits remain unchanged for the life of the Agreement.
 - i. Medical
 - ii. Dental
 - iii. Vision
 - iv. Life
 - v. Disability
 - vi. \$1000 Wellness Credit
 - 1. \$500 in January
 - 2. \$500 in June

18. Holidays

- a. Codifies current holidays.
 - i. New Years Day
 - ii. MLK Jr. Day
 - iii. Memorial Day
 - iv. Independence Day
 - v. Labor Day
 - vi. Thanksgiving
 - vii. Day after Thanksgiving (Black Friday)
 - viii. Holiday Break (Dec 25-31)
- a. Holidays count towards hours worked, for OT.
- b. Holidays that fall on a weekend will be given on Friday or Monday (whichever is more appropriate).
- c. Dec 24th (Christmas Eve) will be a paid holiday if it falls on a weekday
- d. Grants 1 additional Personal Day to use for a holiday not listed. (i.e., the “Juneteenth” day). These requests shall not be unreasonably denied.

19. Paid Time Off (Accrual)

- a. Maintains current practices.
- b. Adds Temporary Employee PTO language (addressed in **Temporary QA Employees** section).

20. Paid Time Off (PTO)

- a. Bargaining unit employees should follow the PTO scheduling process of their assigned department/studio.
- b. The Employer will provide notice of any changes to the Union and bargain impacts upon request.
- c. PTO requests may be reviewed based on a number of factors, including business needs and essential staffing requirements.
- d. Requests shall not be unreasonably denied.
- e. An employee who utilizes their contractually provided time off shall not be reprimanded, disciplined nor discriminated against for such usage.

21. Leaves of Absence

a. Bereavement Leave

- i. Adds 5 days of paid bereavement for immediate family members and extends bereavement to a new classification called “close relatives” for other family members.
- ii. Bereavement leave is to be taken within 60 calendar days of the individual’s passing and does not have to be taken consecutively.
- iii. **Immediate family members**
 - 1. Employees will have 10 days of paid bereavement leave following the death of an immediate family member.

2. Immediate family members are defined as spouses or domestic partners, parents, children, siblings, parents of spouses or domestic partners, grandparents, grandchildren.
- iv. **Close relatives**
 1. Employees will have 5 days of paid bereavement leave following the death of a close relative.
 2. Close relatives are defined as cousins, sibling-in-laws, aunts, uncles, nieces, and nephews.
- b. **Compassion Leave**
 - i. New form of leave to support terminally ill family members.
 - ii. Employees must first exhaust all but 40 hours of other paid leave options (except for sick leave).
 - iii. Not to exceed 2 consecutive weeks.
 - iv. Requires an attestation form establishing need for leave.
 - v. May also require FMLA paperwork when applicable.
- c. **Leave Without Pay (LWOP)**
 - i. New form of leave, separate from approved FMLA or medical leave, and is granted at the discretion of the studio head or equivalent.
 - ii. Can be used for extended bereavement leave or pet bereavement.
 - iii. Employees must have exhausted all other paid leave options before being granted LWOP (except for sick leave).
 - iv. Can't exceed 2 weeks in a calendar year outside of emergency circumstances.
 - v. Upon expiration of leave, employees will be reinstated to the same position or similar, however if no such position exists, employment will be ended.
- d. **Union Leave**
 - i. Unpaid leave for the purposes of serving the Union or local.
 - ii. The Union may request 1 employee at a time for up to 180 days per year.
- e. **Parental Leave**
 - i. This contract will codify the existing Zenimax policy.
- f. All approved leaves of absence will count towards FMLA eligibility for the subsequent 12 month period.
- g. Health insurance and all other insurance benefits will continue during approved leaves of absence with the exception of LWOP.

22. Wages

a. Summary

- i. We have bargained for immediate across the board wage increases, new pay minimums, position upgrades, as well as a \$500 signing bonus.

b. Wage Increases

- i. Every employee that is below will move to the new minimum for their current position.
 1. If you are over the minimum your wage rate remains until July 1st.

- ii. On July 1st full-time employee (FTE) wage rates will increase by 13.5%.
- iii. Guaranteed annual raises are newly established and will be paid in January.
 - 1. January 2026 - 1.5%
 - 2. January 2027 - 3%
 - 3. January 2026 - 3%
- iv. Merit based raises are granted on top of the Annual Raise in January at the company's discretion.
- v. When promoted the employee will either receive a 6% increase OR move to the new minimum for the new position, whichever is greater.

c. Minimums

- i. The minimum base pay for each job title has increased (see chart below).
- ii. The minimums will have increased by 4% in 2028.

Title	Hourly Rate	Annual Salary
<i>Temporary QA Tester*</i>	\$23.10	\$48,048
<i>Associate QA Tester*</i>	\$24.05	\$50,024
QA Tester	\$25.00	\$52,000
Senior QA Tester	\$27.50	\$57,000
Senior QA Tester II	\$29.00	\$60,320
Associate QA Lead	\$31.25	\$65,000
QA Lead	\$33.00	\$68,640
Associate Dev QA	\$25.00	\$52,000
Dev QA Tester	\$27.50	\$57,200
Software Dev Tester	\$25.00	\$52,000
Senior Software Dev Tester	\$29.00	\$60,320
Dev QA Analyst	—	\$74,100
Senior Dev QA Analyst	—	\$88,700
QA Admin Assistant	\$27.50	\$57,200
QA Training Coordinator	\$33.00	\$68,640

**Applies to future employees only.*

d. Position Upgrades

- i. All current QA Associate Testers will be promoted to QA Testers.

- ii. All current TCW Employees will be promoted to Temporary QA Testers, a brand new job position.
 - 1. In outward facing communications these testers will be credited as QA Testers.

e. Signing Bonus

- i. If the contract is ratified by June 20th every employee will receive a \$500 Signing Bonus.

23. Employee Stock Purchase Plan (ESPP) Stock Options

- a. Employees are eligible to participate in Microsoft's Employee Stock Purchase Plan (ESPP).
- b. Eligible employees are regular full-time, regular part-time, and temporary employees (who are scheduled to be employed for more than 5 months in a calendar year).
- c. Allows employees to purchase Microsoft stock at a discount by contributing a portion of their salary, subject to annual limits and restrictions.
- d. Employees can set aside an equivalent of up to 15% of their annual wages for quarterly purchases of stock at a 10% discount on market price.

24. Professional Development

a. Professional Development Plan (PDP)

- i. You can request a meeting with your supervisor to create a PDP.
- ii. The PDP is meant to outline concrete steps that can be taken to advance your career.
- iii. You will have 4 hours per month of paid time to work on skills and/or goals outlined in your PDP.
- iv. Issues related to other trainings (such as Sexual Harassment, DEI, etc.) will be fielded by the Labor Management Committee.

b. Reviews and One on Ones

- i. At least once a year you will have an annual review with your supervisor or manager.
- ii. You can include your own feedback on these reviews.
- iii. Annual reviews are not subject to Grievance and Arbitration, but you can request a meeting with HR to raise concerns over an inaccurate review.
- iv. A union representative may accompany you to this meeting.
- v. Regular One on Ones will be conducted no less than quarterly with a direct supervisor or more appropriate designee.
- vi. These are meant to address strengths and areas of concern outside of performance review context.

25. Out of Title Assignment (OTA)

- a. Sometimes work will need to be covered outside of an employee's job description (OTA), this can be done under the following conditions:

- i. Volunteers for OTA should be sought after first and if no qualified volunteers are available, OTA can be directly assigned.
- ii. OTA will be assigned in writing to the employee and Union.
- iii. Temporary Employees can't be assigned OTA.
- iv. OTA assignments will not exceed 9 months unless agreed upon by Union and management.
- v. If need be, OTA assignment may be ended early with 14 days notice (with additional pay).
- vi. On OTA you receive 8% above your salary or the minimum of the higher title, whichever is greater.

26. Voluntary Separation Plan (VSP) MOU

- a. Before ratification all full-time employees (FTE) and Legacy Contractors shall receive a VSP offer.
- b. Legacy Contractor VSPs**
 - i. All Legacy Contractors shall be offered a lump sum payment of \$18,000 subject to all applicable payroll and withholding taxes and deductions required by law.
 - ii. Includes access to 16 weeks of vendor-provided outplacement and career transition services.
- c. FTE VSPs**
 - i. VSP terms are the same as those provided for a VSP in the Force Adjustment language.
 - ii. The wages shall be based on the employees' pre-ratification wages or the minimum wages for their position as shown in wage minimums table, **whichever is greater.**

27. Force Adjustment - Voluntary Separation Plans (VSPs)

- a. Establishes severance terms for VSPs offered to full-time employees.
 - i. 2 weeks of pay per 6 months of employment with a minimum of 8 weeks and a maximum of 45.
 - ii. Fully subsidized COBRA premiums for up to 9 months.
 - iii. Unused PTO will be paid.
- b. If the employee is subject to a mandatory force reduction (layoff) after their VSP application was declined, the employee will receive the VSP benefits instead.
- c. Upon mutual agreement with the Union, the employer may offer more than 1 VSP a year.

28. Force Adjustment

- a. The Union can bargain over the impacts of layoffs.
- b. The company must give the Union 60 days notice before layoffs.
- c. Severance terms**
 - i. 1 week of pay per 6 months of employment with a minimum of 4 weeks and a maximum of 39.
 - ii. Fully subsidized COBRA premiums for up to 6 months.

- iii. Unused PTO will be paid.
- iv. Prorated bonuses may be paid, if during the month of the bonus.
- v. 16 weeks of out-placement services.
- vi. Laid-off employees can add their names to a “recall list” from which they could be hired back.

d. Recall List

- i. The Employer will create and utilize a recall list to consider when filling new bargaining unit positions.
- ii. Employees can be recalled to the same or similar positions to the one they were released from.
- iii. If you are let go due to a force adjustment you may choose to add your name to a recall list at the time of separation.
- iv. Names on the list will stay for a year.
- v. If you are recalled you have 14 days to accept or decline.
 - 1. If you decline or do not respond your name will be removed from the Recall List.

29. Managements Rights

- a. Standard language that codifies the employer’s right to continue to run the business as it needs to. Meaning they can continue to determine budgets, operational changes, hiring, promoting, transferring, demoting, layoffs, discipline/dismissal with cause, type of work needed or direction of work, etc.
- b. The Employer must notify the Union at least 14 calendar days prior to implementation of any proposed changes to policies, benefits, or practices that affect working conditions and must bargain over any mandatory subjects.

30. Contracting-Out

- a. The company can outsource QA work, however outsourcing cannot result in layoffs or reduction of hours.

31. Union Rights & Security

- a. Unions Security – All employees pay Union Dues or an Agency Fee of 1.3% of base wages through payroll deduction*.
 - i. ** State law means this won’t apply in Texas--only members contribute.*
- b. Union activities - New employee orientation; Slack channel; Release Time (employees can be released from work for Union training and conferences, etc.), and Union Leave of Absence.
- c. The Employer will not interfere with Union activity.
- d. Political Action Fund (“PAF”) – Employees may voluntarily contribute to CWA’s Political Action Fund through payroll deduction.

32. MOU Job Descriptions

- a. Within 270 days following ratification (est: March 2026), the company and the Union agree to meet to negotiate changes to Job Titles, with a goal of agreeing

- within 90 days
- b. Prior to these negotiations, the company will perform a review of the work being done in QA
- c. Relevant wage adjustments will be negotiated for new titles created

33. Wins Already in Place

- a. TCW raise 2023 (from \$18 to \$20.75)
- b. Additional Personal Day/Juneteenth
- c. Initial 15% Dev QA Raise and Backpay
- d. Stock Purchase Plan
- e. Extended Bereavement Leave

34. Union Activity

- a. Within 10 days of ratification, the Union will provide a list of bargaining unit representatives, both from within the bargaining unit and CWA staff.
- b. Union notices (flyers, bulletin boards) will be allowed in the office as long as they are in a clearly marked union area, and a Slack channel for union announcements will be provided by the company.
- c. CWA staff representatives will have the same access to the work sites as visitors do.
- d. New hires will have a 30 minute union orientation on work time.
- e. The Union may request bargaining members to be released from work with 7 days notice to the employer, and this time will be known as "Union Release Time."

35. No Strike - No Lockout

- a. The Employer agrees to not lock us out during the life of the contract.
- b. We agree to no strikes during the life of the contract.
- c. No bargaining unit employee shall be required to cross a picket line, **physical or virtual**, of any valid and recognized strike.

36. Contracting Out

- a. Outsourcing cannot result in layoffs or reduction of hours for Bargaining Unit Employees.

37. Length of Service

- a. Length of service is based on an employee's most recent hire date at ZeniMax.
- b. When a Temporary Employee is converted to a regular full-time position, length of service shall date back to the employee's date of hire for their Initial Employment Period as a Temporary Employee, provided there was no break in service prior to conversion to a regular full-time position.

38. Savings Clause

- a. In the event that any part of this Agreement is finally held or determined to be illegal or void, the remainder of the Agreement that continues to be applicable shall remain in full force and effect.