AGREEMENT BETWEEN

ZENIMAX MEDIA INC.
(QUALITY ASSURANCE)
("EMPLOYER")

AND

COMMUNICATIONS WORKERS OF AMERICA
("UNION")

EFFECTIVE

JUNE 19, 2025

THROUGH

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Preamble

This collective bargaining agreement ("Agreement") is made this 20th day of June, 2025, between ZeniMax Media Inc. (hereinafter referred to as the "Employer") and Communications Workers of America, AFL-CIO (hereinafter referred to as "CWA" or the "Union").

Article 1 – Recognition

The Employer recognizes Communications Workers of America (CWA), AFL-CIO as the exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, hours of employment and other terms and conditions of employment for all full-time, part-time, and temporary Quality Assurance employees employed by the Employer in classifications listed in Article 30, which is attached hereto and made a part of this Agreement, at facilities or working from remote locations in the United States.

The Employer will provide the Union with thirty (30) calendar days' notice in advance of introducing a new nonsupervisory Quality Assurance classification. Upon request, the parties will meet and bargain over any new bargaining unit Quality Assurance classification, and the position(s) shall not be filled until there is Agreement on wages between the Parties.

The term "employee" as used in this Agreement refers to employees of the Employer working in classifications listed in Article 30, unless otherwise specified.

The term "Union" as used in this Agreement refers to Communications Workers of America, AFL-CIO, which shall have sole authority to assign one or more CWA local(s) to act as its servicing agent(s), to change such assignments at any time, and to define the scope of the assigned local's duties. Where appropriate, the term "Union" in this Agreement shall encompass the Union's servicing agent.

Article 2 – Management Rights

Section 1. Subject to the provisions of this Agreement and consistent with applicable laws and regulations, the Employer retains the exclusive right and responsibility to manage its business and program and to direct its workforce. The rights vested in the Employer are, including but not limited to, the rights to: determine the mission, purposes, objectives and policies of Employer; to determine the Employer's budget and to make such operating changes as the Employer deems necessary by it for the efficient and economical operation of the business; to hire, promote, transfer, demote, lay-off, discipline and/or discharge for just cause; to establish, allocate, reallocate or abolish positions; to determine reasonable performance requirements, including quality and quantity of work associated with each position; to determine the type of work to be performed, the location of work, the schedules of work within work periods, and the methods, processes, and means of performing the work; to schedule overtime as necessary; to utilize suppliers and subcontractors; and to promulgate, amend, and enforce reasonable work rules and rules of conduct.

Section 2. All rights possessed by the Employer prior to recognition of the Union which are not governed by the terms of this Agreement are reserved and retained by the Employer. The Employer's non-exercise of any right, prerogative or function will not be deemed a waiver of such right or establishment of a practice. Unless specifically provided by another provision of this Agreement, there shall be no duty to bargain over the decision to exercise the management rights described above. Absent an emergency situation beyond the Employer's control, the Employer shall notify the Union of any proposed changes to policies, benefits, or established practices within the scope of the management rights described above which affect employees' jobs or working conditions at least fourteen (14) calendar days prior to the proposed implementation date. The Employer will, upon request, bargain the effects of any such changes prior to implementation.

Article 3 – Contract Application

Section 1. It is agreed by the Employer and the Union that the provisions of this Agreement shall be applied lawfully to all covered employees without regard to age, ancestry, citizenship, color, family or medical care leave, gender identity or expression, genetic information, immigration status, marital status, medical condition, national origin, physical or mental disability, political affiliation, protected veteran or military status, race, ethnicity, religion, sex (including pregnancy), sexual orientation, or any other characteristic protected by applicable laws, regulations, and ordinances.

Section 2. Use in this Agreement of masculine, feminine, or neutral pronouns, in titles or otherwise, shall be construed as inclusive of all gender identities and not as specific sex designations.

Section 3. There shall be no coercion, intimidation, or discrimination practiced by the Employer or the Union against any bargaining unit employee regardless of dues paying status or engagement in legitimate and lawful activities on behalf of the Union.

Section 4. The Employer and the Union shall apply the provisions of this Agreement fairly and in accordance with the meaning and intent as negotiated by the parties.

Article 4 – Savings Clause

In the event that any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any law, ruling or regulation of any governmental authority or agency having jurisdiction of the subject matter of this Agreement, the remainder of the Agreement that continues to be applicable shall remain in full force and effect.

Article 5 – Dignity and Respect

Section 1. The Employer is responsible for maintaining a safe, respectful, and inclusive work environment. The Employer will not tolerate bullying, harassment, or discrimination by anyone in the workplace with regard to age, ancestry, citizenship, color, family or medical care leave, gender identity or expression, genetic information, immigration status, marital status, medical condition, national origin, physical or mental disability, political affiliation, protected veteran or military status, race, ethnicity, religion, sex (including pregnancy), sexual orientation, or any other characteristic protected by applicable laws, regulations and ordinances. Each party acknowledges the importance of maintaining respectful interactions in the spirit of responsibility and accountability and commits to treating each other and every employee with dignity and respect.

Section 2. The Employer recognizes a Lived Name as the name an individual has chosen to use in life instead of their legal name. The Employer and the Union mutually affirm the importance of bargaining unit employees being referred to by their Lived Names. If a bargaining unit employee chooses to be referred to by their Lived Name at work, they will need to update HR/IT/Systems as appropriate with their Lived Name. The parties acknowledge circumstances exist where the Employer is required to reference a bargaining unit employee's legal name. Going forward and barring any legal requirements, the Employer will take all reasonable efforts to update systems to utilize the employee's Lived Name and to refer to bargaining unit employees by their Lived Name.

Section 3. The long-term success of the Employer and the Union are interrelated and dependent upon providing world-class experiences for customers. Bargaining unit employees have a vital role in the overall success of the Employer's operations.

Section 4. To ensure a positive Union-Employer relationship continues, both parties agree that their respective representatives at all levels will apply the terms of this Agreement in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees in the unit. The Employer shall maintain a neutral stance in regard to the Union and shall not discourage support for, or participation in the Union, or otherwise cast the Union as a negative for employees.

Article 6 – Labor/Management Committee

Section1. In an effort to maintain communication and proactively address issues, a joint Labor-Management Committee (LMC) shall be established by the Union and the Employer.

Section 2. The purpose of the LMC will be to meet and discuss issues of concern regarding matters pertaining to bargaining unit employees and will not address individual disciplinary actions. The Union and the Employer jointly commit to addressing concerns brought to the LMC. Agreed upon solutions shall be documented and implemented. The LMC shall have no bargaining authority and shall not specifically address open grievances.

Section 3. The LMC shall be composed of no more than six (6) members designated by the Union inclusive of up to three (3) non-employee Union representatives. The Employer shall be represented by a similar number of participants.

Section 4. The LMC will meet quarterly, and/or upon mutual agreement of the parties. Meetings shall be held during regular business hours. Upon mutual agreement or as defined elsewhere in this Agreement as to the number of bargaining unit representatives present, bargaining unit employees shall be paid for the duration of any joint Union-Employer meetings and time attending meetings shall be considered as time worked for overtime purposes, including but not limited to, Labor Management Committee meetings If a bargaining unit employee will be in overtime status at the time of or as a result of participating in these meetings, barring mutual agreement to continue the meeting with that employee in overtime status, the meeting will either be postponed or the Union may choose to excuse the bargaining unit employee or replace them with another bargaining unit employee.

Section 5. The LMC shall determine the need to create additional subcommittees. Subcommittees may be comprised of LMC members and, when necessary, may include subject matter experts upon mutual agreement of the Parties.

Section 6. This Article does not preclude informal discussions between authorized Union representatives and the Employer to discuss issues affecting the bargaining unit without convening an LMC meeting.

Article 7 – Union Activity

Section 1. Within ten (10) calendar days of the execution of this Agreement, the Union shall provide a list of bargaining unit representatives and a list of CWA Union Representatives, not employed by the Company, who will act in a representative capacity for the bargaining unit. If these lists change, the Union will provide updated lists to the Employer in a timely manner.

Section 2. Bargaining unit employees shall be permitted adequate space to place Union notices on Employer property. All Union bulletin boards shall be plainly designated as Union bulletin boards and provided by the Employer. Union bulletin boards shall be confined to use by the Union for announcements, including but not limited to such matters as announcements of Union meetings, updates on Union activity, social functions, nomination and election of Union officers, etc.

Section 3. The Employer shall also provide a Slack channel for use solely by the bargaining unit employees for announcements, including but not limited to such matters as announcements of Union meetings. updates on Union activity, social functions, nomination and election of Union officers, etc.

Section 4. Bargaining unit employees may distribute union literature, discuss union subjects, and engage in union activities in the workplace on non-work time (e.g., breaks, lunch) and in designated non-work areas (e.g. break room, lunchroom, atrium, virtual non-work areas) inside and outside the building(s).

Section 5. Non-employee CWA Representatives shall have access to the workplace under the same terms as other non-employees.

Section 6. When an employee is added to the bargaining unit, a union representative from the bargaining unit shall be granted up to thirty (30) minutes for union orientation during regular working hours. The bargaining unit union representative shall work with the new employee's supervisor to arrange the best time and date, and they shall endeavor to hold the meeting within thirty (30) days from the new employee's start date. Time spent in the meeting will be paid as regular time worked.

Section 7. Upon mutual agreement or as defined elsewhere in this Agreement as to the number of bargaining unit representatives present, bargaining unit employees shall be paid for the duration of any joint Union-Employer meetings and time attending meetings shall be considered as time worked for overtime purposes, including but not limited to, Labor Management Committee meetings, union negotiations, grievance meetings, investigatory and/or disciplinary meetings, etc. If a bargaining unit employee will be in overtime status at the time of or as a result of participating in these meetings, barring mutual agreement to continue the meeting with that employee in overtime status, the meeting will either be postponed or the Union may choose to excuse the bargaining unit employee or replace them with another bargaining unit employee.

Section 8. With at least seven (7) calendar days' notice, the Union may request certain bargaining unit employees to be released from work without pay and without penalty for the purposes of engaging in Union trainings, conferences, meetings, or other activities. This time shall be known as Union Release Time. There shall be no limit on the number of employees for whom release is requested and no reasonable requests shall be denied, however, the Employer may limit the number of employees based on staffing levels and workload to no less than three (3) people at one time. The Employer shall respond to the release request with the number of approved employees within forty-eight (48) hours of the request. If the Employer denies the release of any employees, it shall provide a reasonable explanation for the denial.

Article 8 – Performance and Discipline

Section 1. The long-term success of the Employer and the Union are interrelated and dependent upon providing world-class experiences for customers. Bargaining unit employees have a vital role in the overall success of the Employer's operations.

Section 2. The Employer and the Union have a common goal of ensuring bargaining unit employees perform well and achieve their potential in their roles. To support this common goal, the Employer shall communicate regularly and transparently, in writing and verbally, with bargaining unit employees, providing clear expectations and constructive feedback to address any performance or behavioral issues.

Section 3. The parties agree that, in their respective roles, primary emphasis shall be placed on preventing situations requiring disciplinary actions through effective labor management relations. The primary objective of discipline shall be to correct and rehabilitate. No bargaining unit employee shall be disciplined or discharged without just cause.

Section 4. Determination on which disciplinary action to take is within management's discretion and depends upon the seriousness and impact of the bargaining unit employee's conduct. The Employer will progressively discipline when appropriate with the understanding that circumstances involving egregious behaviors and/or gross misconduct may be exempt from progressive discipline.

Section 5. Prior to imposing discipline, the Employer shall conduct an investigatory meeting. The Employer shall make every effort to inform the employee of their right to Union representation prior to investigatory and disciplinary meetings.

Section 6. For investigatory meetings, the representative shall be limited to another employee, a Union Steward, or an officer or representative of the Union. Upon request from the Union, the Employer will allow a second Steward to be present for training purposes with the employee's consent. The option of a second representative will not be available for disciplinary meetings. Investigatory and disciplinary meetings shall be held during regular business hours with no loss in pay.

Section 7. The Employer will honor the employee's choice of representative so long as that choice does not unduly interfere with the Employer's ability to conduct its investigation.

Section 8. The role of the Union representative is to provide assistance and counsel to the employee and to not interfere with the Employer's right to conduct the investigation.

Article 9 – Grievance & Arbitration

Section 1. A grievance is defined as a complaint involving the interpretation or application of any applicable provisions of this Agreement, Employer's Policies or established practice, or claims of unfair treatment or discipline without just cause. Nothing in this Agreement shall be construed to limit or replace an employee's right to seek remedies through governmental agencies or the Courts.

Section 2. The Employer and the Union recognize the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale. In furtherance of this objective, the Employer and the Union will extend every effort to settle grievances at the lowest possible level.

Section 3. All time limits in this Article may be extended by mutual consent of the parties and shall be memorialized in writing. All grievances and subsequent responses must be reduced to writing and all grievance responses must include a brief explanation of the Employer's disposition.

Section 4. Except by mutual agreement, at Step 1 the grievant and no more than two (2) union representatives may attend the grievance meeting. The representatives shall be limited to another bargaining unit employee, a Union steward, or an officer or representative of the Union. The Union may be represented at Step 2 by no more than three (3) union representatives; however, the third representative shall not be an employee paid by the Employer. The Union may be represented at Step 3 by no more than four (4) union representatives, with no more than two (2) being paid by the Employer. No more than two (2) representatives of the Employer may attend the first step grievance meetings, no more than three (3) at Step 2 grievance meetings and no more than four (4) at Step 3. Grievance meetings shall be held during regular business hours with no loss in pay.

Section 5. Any step in this grievance may be bypassed only by mutual consent of the parties. However, if the Employer fails to abide by the timelines at any step of the grievance process, the Union may advance the grievance to the next step without further delay.

Section 6. Once a formal grievance has been submitted, the Employer may not address the grievant regarding the grievance without the participation of the Union Representative.

STEP l - Direct Supervisor or Manager

A grievance must be presented in writing by the bargaining unit employee (hereafter "grievant") or the Union representative within thirty (30) calendar days of the incident or occurrence or employee/Union knowledge of such incident or occurrence. The grievance shall be presented to the grievant's direct supervisor or manager and will identify the issue being grieved, the provision(s) of the Agreement(s), or Employer's policies that have allegedly been violated, and the remedy sought:

(1) The direct supervisor or manager (or designee) will meet with the grievant and the Union to discuss the grievance within fifteen (15) business days of the receipt of the Step 1 grievance.

(2) The direct supervisor or manager (or designee) will issue a written decision to the Union within fifteen (15) business days following the Step l meeting.

(3) If the Union does not pursue the grievance to Step 2 within fifteen (15) business days after the date of the Step 1 written decision, the grievance will be deemed concluded and precluded from further appeal.

STEP 2 - Department Head

A grievance that is advanced to Step 2 shall be presented in writing to the grievant's department head and will identify the issue being grieved, the provision(s) of the Agreement(s), or Employer's policies that have allegedly been violated and the remedy sought:

(1) The department head (or designee, who shall not be a lower level of management), will meet with the grievant and the Union to discuss the grievance within fifteen (15) business days of the receipt of the Step 2 grievance.

(2) The department head (or designee) will issue a written decision to the Union within fifteen (15) business days following the Step 2 meeting.

(3) If the Union does not pursue the grievance to Step 3 within fifteen (15) business days after the date of the Step 2 written decision, the grievance will be deemed concluded and precluded from further appeal.

STEP 3 - Labor Relations

A grievance that is advanced to Step 3 shall be presented in writing to Labor Relations and will identify the issue being grieved, the provision(s) of the Agreement(s), or Employer's policies that have allegedly been violated and the remedy sought:

(1) Labor Relations will meet with the grievant and the Union to discuss the grievance within fifteen (15) business days of the receipt of the Step 3 grievance.

(2) Labor Relations will issue a written decision to the Union within fifteen (15) business days following the Step 3 meeting.

(3) If the Union does not pursue the grievance to Step 4 Mediation-Arbitration within fifteen (15) business days after the date of the Step 3 written decision, the grievance will be deemed concluded and precluded from further appeal.

STEP 4 – Mediation/Arbitration

Mediation:

For grievances that have been advanced beyond Step 3, the Union may choose to enter mediation to attempt to reach a mutually acceptable resolution. Within fifteen (15) business days of receipt of the Step 3 grievance written decision, the Union must notify the Employer, in writing, of its intent to proceed to mediation. In a timely manner, the parties will jointly submit a grievance mediation request to the Federal Mediation Conciliation Service (FMCS). Resolution(s) reached in mediation that have been agreed to, shall be reduced to writing and signed by both parties and will be considered final and binding.

Each party will bear the expenses of presenting and preparing its own case. Compensation and expenses of the mediator, if any, shall be borne equally by the Employer and Union, regardless of the outcome of the mediation and regardless of the subject matter of the dispute.

Arbitration:

If the Union intends to advance the grievance to arbitration, the Union will notify the Employer in writing within sixty (60) calendar days of the Step 3 grievance response or the end of the mediation, if applicable. The arbitration case will then be assigned to a Contract Arbitrator. The Union and Employer will meet within five (5) business days to select an arbitrator from the Arbitrators listed in Exhibit 1. If the parties do not mutually agree, the Union shall first strike one name from the agreed upon list in Exhibit 1, and the Employer shall then strike one name, alternating until only one name remains. The remaining name shall be the Arbitrator.

In their initial communications, the parties will request from the assigned Arbitrator three or four available hearing dates within the next six (6) months of the request. If the assigned arbitrator is unable to accept the case and hold a hearing in that timeframe, the parties will repeat the selection process with the remaining names.

The Contract Arbitrators shall serve for the duration of this Agreement. Arbitrators may be removed from the agreed-upon list (Exhibit 1) by mutual written consent.

The arbitrator shall have no powers to add to, subtract from or in any way modify the terms of this Agreement. The arbitrator shall have the authority to apply external law, in a manner consistent with this Agreement.

Each party will bear the expenses of presenting and preparing its own case. Compensation and expenses of the arbitrator shall be borne equally by the Employer and Union, regardless of the outcome of the arbitration and regardless of the subject matter of the dispute.

The parties agree to comply with any order of the Arbitrator, which shall be final and binding.

Article 10 – Union Security & Payroll Deduction

Section 1. All bargaining unit employees covered by this Agreement who reside in States where such requirements are permissible shall be required to join the Union or shall be required to pay agency fees to the Union within thirty (30) days of the execution of this Agreement. New employees joining the bargaining unit shall be required to join the Union or shall be required to pay agency fees to the Union within thirty (30) days of their start date. All bargaining unit employees shall, as a condition of employment, maintain their membership in good standing in the Union.

Section 2. The Employer shall provide all bargaining unit employees copies of the Union's Dues Authorization Forms ("Form") which shall be provided to the Employer by the Union. The Employer shall deduct dues from the hourly earnings exclusive of any one-time, overtime or bonus payments of all Union members in the amount certified by the Secretary-Treasurer of the Union on a bi-weekly basis and shall remit the aggregated dues to the Union on a monthly basis along with a monthly statement within ten (10) days of the close of the calendar month. The statement will be sent in electronic format including the following information for all bargaining unit employees:

- First name, last name, and middle initial (when applicable)
- Amount of dues or fees deducted
- Payroll ID or other unique identifier that is consistent across all data requests
- Rate of Pay
- Job classification and/or title
- Reporting Location
- Mailing address, including City, State and ZIP
- Start Date
- Birthdate
- Status (Active, on Leave, no longer a member of the bargaining unit)

The Employer will also provide the following information with the consent of the individual bargaining unit employee:

- Personal Email Address (where known and on file)
- Personal Home and Cell Phone Number (where known and on file)

Section 3. Within fourteen (14) calendar days after the actual start date of a new bargaining unit employee, the Employer shall furnish the Union in writing with the data specified in Section 2 for each new bargaining unit employee.

Section 4. The Union and the Employer shall keep each other informed of their respective duly authorized representatives and shall promptly notify each other of any change of such representatives.

Section 5. The Employer will refer all employee inquiries or communications regarding union dues to the Union. The Employer may answer any employee inquiry about process or timing of payroll deductions.

Section 6. The information listed above will be taken from Employer records or databases and will be furnished on a timely basis. Provided the Employer makes the dues deductions and remits the dues to the Union as set forth above, the Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, damages, costs, fees, charges of any kind or any other form of liability that may arise out of or by reason of any action taken by the Employer pursuant to this Article.

Section 7. The Union agrees to notify the Company of mass changes of deduction amount ninety (90) days or more prior to the month in which such changes are to occur.

Article 11 – No Strike/No Lockout

Section 1. During the life of this Agreement, the Union and the employees covered under this Agreement shall not cause, call, or sanction strikes of any kind, including sympathy strikes and strikes in protest of alleged unfair labor practices, boycotts, work stoppages or slowdowns which interfere with the Employer's production or business.

Section 2. In the event any violation of the previous Section occurs, which is unauthorized by the Union, the Employer agrees that there shall be no financial liability on the part of the Union or any of its officers or agents, provided that in the event of such unauthorized action the Union promptly advises the members of the bargaining unit that such action is unauthorized and that the involved members should return to work or cease such action. The Employer and the Union will work together to bring any such unauthorized action to an end.

Section 3. No bargaining unit employee shall be required to cross a picket line, physical or virtual, of any valid and recognized strike.

Section 4. The Employer agrees that there will be no lockouts during the duration of this Agreement.

Article 12 – Political Action Fund

Section 1. Bargaining unit employees who choose to voluntarily contribute to the CWA's Political Action Fund (PAF), a separately segregated political action committee sponsored by the Union, may do so through payroll deduction by completing and signing PAF deductions cards and submitting them to the Union who shall then submit a copy to the Employer. Deduction amounts shall be in the form of a dollar amount and not a percentage. Each pay period, the Employer shall deduct the PAF contributions authorized by each bargaining unit employee from their earnings and remit those funds to the Union with a report indicating the contribution amounts for each individual contributor.

Section 2. Eligibility to contribute to PAF through the payroll deduction program is restricted to those bargaining unit employees of the Employer who are certified by the Union as eligible to participate under applicable federal and state laws.

Section 3. Participation shall be on a voluntary basis and bargaining unit employees shall be so informed by the Union. The Union shall be responsible for notifying the Employer promptly when any bargaining unit employee withdraws their authorization or is no longer eligible to participate. The Employer will implement changes to PAF contributions in a timely and operationally feasible manner.

Article 13 – Hybrid Workplace

Recognizing the value in reinventing how we work together to allow for flexibility without compromising objectives and collaborative efforts, where feasible, the Employer will continue to operate a hybrid workplace model under the following conditions:

Hybrid workplace models may vary company wide.

Section 1. Required In-Office Days

A. Beginning July 1, 2025, bargaining unit employees are required to work in-office three (3) full working days every week with Wednesday being a mandatory in-office day.

B. Beginning September 1, 2025, bargaining unit employees are required to continue working in-office three (3) full working days every week with Tuesday and Wednesday as mandatory in-office days. Additional day(s) will be up to the bargaining unit employee's choice.

Section 2. Tracking

A. Bargaining unit employee presence in the office may be tracked by the Employer using badge scans, feedback from managers (or designees), and/or a time tracking system like ADP, etc.

B. Bargaining unit employees will be required to report their in-office days, work-from-home days, PTO, and any other exception listed below on a weekly or biweekly basis on the Employer designated form/platform.

C. All approved time off (e.g. PTO, sick time, Wellness Days, holidays, leaves of absence, Personal Days etc.) will count towards in-office days for the purposes of the above requirements.

D. Bargaining unit employees are responsible for ensuring their PTO and any other exception listed below is properly communicated to the Employer in the manner specified above.

Section 3. Temporary Variance

In the event the Employer determines there is a business need to temporarily increase the number of in-office workdays, bargaining unit employees shall receive at least fourteen (14) calendar days' notice prior to implementation, except when there is an emergency. An emergency for purposes of this Article shall be defined as unforeseeable circumstances. The time period for the increase shall not exceed ninety (90) consecutive calendar days per employee per rolling 12-month period.

Section 4. Exceptions

A. Nothing in this policy is intended to apply to ADA accommodation requests for fully remote work.

B. Employees may apply for a remote work status exception or other variances from this policy. The Employer may grant such requests based on several factors, including but not limited to individual role and role expectations, the nature of the request and the needs of the Employee, and business needs. The Employer retains discretion on approvals and denials of exceptions, and the Employer's decision is not subject to Article 9 (Grievance & Arbitration).

C. Employees may apply for a remote work status exception at any time. Exceptions will be reviewed before the start of each fiscal year and, if approved, each exception will last for the fiscal year.

D. Employees who are offered a promotion or offered to move into a role with different responsibilities that require time in office may have to rescind their remote work status to accept the position. Employees who are granted exceptions will not be discriminated against in terms of promotional opportunities.

E. Subject to approval by their direct manager (or designee), an Employee may request to work from home when facing a short term extenuating circumstance (weather, sickness, appointment, school closure, etc.). When the request falls on a Tuesday or Wednesday and is approved, that day shall automatically be considered in-office for the purposes of the above requirements. When the request falls on another weekday, that day shall be considered in-office only with supervisor approval. The direct supervisor (or designee) may approve or deny the request and requests will not be unreasonably denied.

Section 5. Workplace Provisions

A. Irrespective of work location, bargaining unit employees will only work on company approved or company provided hardware and software.

B. The Employer will make reasonable attempts to provide bargaining unit employees with a laptop to work remotely when feasible.

Article 14 – Length of Service

Section 1. Length of service is based on an employee's most recent hire date at ZeniMax Media Inc. as a regular full-time or regular part-time employee.

Section 2. When a Temporary Employee is converted to a full-time position, their 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 full-time position.

Article 15 – Artificial Intelligence

Section 1. Artificial Intelligence (AI) is the ability of a computer system to deal with ambiguity by making predictions using previously gathered data and learning from errors in those predictions in order to generate newer, more accurate predictions about how to behave in the future. Generative AI refers to a category of AI that uses systems called neural networks to analyze data, find patterns and use these patterns to generate or create a new output, such as text, photo, video, code, data, and more.

Section 2. To realize the full benefits of AI, the Employer must strive to create systems that people trust. Ultimately, for AI to be trustworthy, it must be "human-centered" – designed and applied in a way that augments human ingenuity and capabilities, and that its development and deployment must be guided by principles that are deeply rooted in timeless values and that build on foundational freedoms that are core to human rights.

Section 3. There are six (6) AI principles to guide our development and utilization of AI at work. AI systems and their implementation must be:

- Fair – AI systems should treat all people fairly.
- Reliable and safe – AI systems should perform reliably and safely.
- Private and secure – AI systems should respect privacy and be secure.
- Inclusive – AI systems should empower everyone and engage people.
- Transparent – AI systems should be understandable.
- Accountable – People who design and deploy the AI systems should be accountable for how their systems operate.

The Employer is committed to applying these AI principles across all of our AI technologies to help employees achieve greater productivity, growth, and satisfaction in the work they do. The goal is to ensure tools and technologies benefit rather than harm workers.

Section 4. In circumstances where the implementation of AI technology, or any other automation tools, may impact work performed by bargaining unit employees, the Employer shall provide notice to the Union and, upon request, bargain the impacts.

Article 16 – Schedules, Hours, and Overtime

Section 1. Hours of Work

A. **The Employer's normal business hours** are from 9:00 a.m. to 6:00 p.m., Monday through Friday. Full-time bargaining unit employees are expected to work eight (8) hours per workday, five (5) days a week, exclusive of a meal period. Supervisors will advise bargaining unit employees of the times their schedules will normally begin and end. Employees must choose either an unpaid half hour or an unpaid one-hour meal period each day. During time-sensitive assignments (e.g., burst tests) where regular schedules would be affected, employees should coordinate their meal period with their supervisor.

B. **Core hours** are generally 10:00 a.m. to 4:00 p.m. These core hours are subject to change based on location, but generally these core hours are to be observed, and bargaining unit employees need to be available during these hours on workdays.

C. **Schedule Changes Due to Reassignment.** In the event an Employee's reassignment would affect their approved schedule, or their schedule is no longer tenable, the Employer will meet with the Employee to see if the new schedule is workable. If a schedule change is necessary, the Employer will provide at least seven (7) calendar days' notice except when there is an emergency. An emergency, for purposes of this Article, shall be defined as an unforeseeable circumstance that may reduce the notice to less than seven (7) calendar days.

D. **Flexible Scheduling.** Flexible scheduling, or flextime, may be available to allow bargaining unit employees to vary their starting and ending times each day within established core time limits. Flextime may be possible if a mutually workable schedule is pre-approved by the supervisor involved. However, such issues as staffing needs and the employee's performance, will be considered before approval of flextime. Bargaining unit employees should consult their supervisor to request participation in the flextime program. If a request is denied, the supervisor will provide a reason in writing.
An employee may request time away from work during the day for an appointment or other personal need and add that time prior to or at the end of their shift with pre-approval by their supervisor. With Supervisor approval, an Employee will be permitted to work shifts that do not include all core hours.

Section 2. Temporary Schedule Adjustment

A. If the Employer determines there is a need for bargaining unit employees to work outside of their regular business hours (e.g., to test multiplayer functions or smoke tests that must precede other work), the Employer shall first seek volunteers to do the work. If there are not enough volunteers, the Employer may require bargaining unit employees to work the adjusted schedule and will provide a minimum of five (5) business days' notice, whenever possible. Employees who inform their supervisor that they have circumstances making working off hours on those days a particular hardship may be excused.

B. If a non-exempt bargaining unit employee working within a temporary schedule adjustment is required to work between the hours of 11:00 p.m. and 5:59 a.m. or on a weekend day, and their work hours do not exceed 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 regardless of how many of the hours are between 11:00 pm and 5:59 am. The Employer will ensure the greatest flexibility possible for the remainder of the week when employees are required to work such a shift.

Section 3. Overtime

A. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week. Therefore, bargaining unit employees may be required to perform work outside of normal business hours on occasion, depending on various factors such as workloads, staffing needs, and special projects under the specific conditions outlined in this Article.

B. Under the Fair Labor Standards Act (FLSA), non-exempt bargaining unit employees are eligible to receive overtime pay. Supervisor approval is required before working overtime. Overtime shall be paid at the rate of one-and-a-half times (1.5x) the nonexempt bargaining unit employee's regular rate of pay for any hours above 40 in a week (which is calculated from Saturday 12:00 a.m. to Friday 11:59 p.m.).

C. Paid Time Off, Sick/Wellness Time, Personal Time, (excluding Leaves of Absence), and Holidays shall be counted as time worked for purposes of calculating overtime payments based on total paid hours for the week. Union release time shall be counted as time worked for the purposes of FMLA eligibility.

D. No employee shall be subject to discipline or retaliation in any form for declining to work voluntary overtime.

Section 4. Overtime Assignment

A. The Employer will first request volunteers from the bargaining unit to sign up for an overtime assignment.

B. Volunteers will be initially solicited from the team members assigned to the specific project requiring overtime. If there are not enough volunteers, then the sign-up sheet will be opened to all QA staff (i.e., staff assigned to projects other than those requiring overtime).

C. If there are not enough volunteers, then the Employer shall assign overtime. Every effort will be made to equitably distribute assigned overtime among those employees working on the specific project or possessing the specific skills needed.

D. The Employer will provide at least 7 calendar days' notice for overtime assignments, except when there is an emergency requirement for overtime work. An emergency, for purposes of this Article, shall be defined as an unforeseeable circumstance that may reduce the overtime notice to less than 7 calendar days.

E. If the Employer cancels overtime work on a day outside their regular schedule less than twelve (12) hours before the overtime work is scheduled to begin, then the Employer shall pay the Employee two (2) hours' pay. If overtime is cancelled after an Employee began working the overtime hours, they will be paid time-and-a-half (1.5x) for the hours actually worked plus one extra hour paid at time-and-a-half. This provision does not apply to instances requiring unplanned office closures.

F. Volunteer or assigned overtime assignments follows the same practice:

1) No more than two (2) hours of additional time during the workday (maximum 10 hour day)

2) No more than sixty (60) hours per week of total work (regular and overtime hours)

3) No more than six (6) consecutive days worked

G. Employees who volunteer or are required to work more than fifty (50) hours of total work (regular and overtime hours) in a week will not be required to work more than fifty (50) hours of total work (regular and overtime hours) the following week. Employees who have legitimate claims of extenuating circumstances that make working overtime on those days a particular hardship may be excused.

Section 5. On-Call/Call-In

A. Non-exempt bargaining unit employees who are on-call, shall be available (i.e. "work ready") and shall be paid the equivalent of two (2) hours of regular pay for each week of on-call rotation.

B. On-call non-exempt bargaining unit employees who are called in to work shall be paid at time and one-half (1.5x) regular pay for each hour actually worked. Employees who are not on-call shall not be subject to discipline or retaliation for failing to respond..

The Employer agrees to comply with all applicable local, state, and federal laws and regulations.

Article 17 – Out of Title Work

In order to meet operational requirements and to equitably support professional development, the Employer may assign duties to bargaining unit employees that are materially outside of their usual scope of work. Out of Title Assignments are temporary and, while the list is not exhaustive, may be designated for work on a special project, for work on a stretch assignment, and/or to provide leave coverage.

Out of Title Assignments (OTA) shall be assigned with the following provisions:

1. The Employer will seek volunteers prior to requiring bargaining unit employees to accept an OTA. If no qualified volunteer within the particular workgroup is available, the Employer may require bargaining unit employees to take the OTA.

2. OTAs shall be assigned in writing, with a description of the job title and the key responsibilities, tasks, or functions assigned. The Employer will provide the Union with a copy.

3. Temporary Employees cannot be assigned OTA.

4. OTAs shall not exceed nine (9) months unless there is agreement between the Employer and the Union to extend.

5. In the event the Employer determines the bargaining unit employee is unable to meet the expectations of the OTA, as described in number 2 above, or the OTA is no longer needed, the Employer will provide fourteen (14) days' written notice of early release from the OTA and the expected date of the employee's return to normal duties. The bargaining unit employee will continue to receive the OTA pay premium for the entire fourteen (14) day notice period, even if normal duties are resumed sooner. The bargaining unit employee will resume their normal duties without penalty.

6. In the event the bargaining unit employee chooses to be released from the OTA prior to the stated end date, the bargaining unit employee will provide fourteen (14) days' written notice for early release from the OTA. The Employer will determine the expected date of their return to normal

duties. The OTA premium pay will stop once the bargaining unit employee resumes their normal duties.

7. OTA Premium Pay. For the duration of time spent working an OTA, bargaining unit employees shall be paid an additional eight percent (8.0%) of their base salary or the minimum rate of pay in the higher classification, whichever is higher.

Article 18 – Business Travel Expenses

The Employer shall reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by the Employer.

An employee's actual costs related to the business travel objectives will be reimbursed by the Employer in accordance with the current Expense Reimbursement Guidelines and Procedures in effect as of May 1, 2023. In addition, the Employer shall cover actual meal expense reimbursements up to the GSA standard M&IE rates, when no other Employer provided meal is offered. The Employer may require meal receipts for reimbursement.

Article 19 – Professional Development

Section 1. Annual Performance Review

At least once a year each bargaining unit employee shall meet with their manager to discuss their performance over the previous year. Performance reviews are conducted to provide both managers and bargaining unit employees with the opportunity to discuss job requirements and tasks, identify weaknesses and opportunities to address them, encourage and recognize strengths , and discuss positive, purposeful approaches for meeting goals. The performance review shall be in writing and bargaining unit employees shall have the opportunity to respond to it in writing. That response shall be made part of the evaluation form.

While this section is not subject to Article 9 (Grievance & Arbitration), within ten (10) business days of receiving their performance review, bargaining unit employees may also submit their written response to their Human Resources representative and request a meeting with HR or their manager to discuss. The meeting will be scheduled as soon as practicable for all parties, with no unreasonable delay. The person requesting the meeting may choose a bargaining unit employee to accompany them to the meeting. The Employer will provide a written response to the concerns raised within fifteen (15) business days following the meeting. Upon the bargaining unit employee's request, the HR response will be made part of the evaluation form.

Section 2. Regular "One-on-Ones"

Managers/supervisors shall determine an appropriate cadence, not less than quarterly, to conduct one-on-one meetings with bargaining unit employees. The purposes of these meetings are to review progress towards expectations on current work assignments, identify areas of strength and opportunities, and to discuss any concerns related to the bargaining unit employee's performance and attendance. This section is not subject to the Arbitration provision of Article 9 of this Agreement.

Section 3. Professional Development Plan

Both the Employer and Union recognize that a skilled and knowledgeable workforce directly impacts productivity, quality, and overall employee and organizational success. Training and development align bargaining unit employee competencies with personal and organizational growth. We thrive when we grow our skills and take steps to achieve our goals.

Employees may request a meeting with their supervisor to prepare a Professional Development Plan (PDP). The meeting shall occur within thirty (30) days of the request. A PDP outlines a structured approach for an individual's growth and advancement in their career. PDPs may vary in scope and content and may include the following components: self-assessment, goal setting, learning opportunities, mentoring, stretch assignments, and regular feedback and progress evaluation. PDPs may also include an explanation of the job qualifications required for position(s) the bargaining unit employee expresses interest in and may include recommendations for self-directed education and training resources.

With their supervisor's approval, employees may use up to four (4) hours paid time per month to pursue self-directed learning opportunities identified in their PDP or to work with a mentor agreed upon by the employee, their supervisor, and the mentor. Requests shall not be unreasonably denied.

Questions regarding training programs may be referred to the LMC to ensure all bargaining unit employees are provided training appropriate to their position or to the workplace.

Article 20 – Qualification Period

Newly hired regular full-time and part-time employees are required to complete a Qualification Period of six (6) months.

During the first one-hundred and twenty (120) days of their Qualification Period, the Employer retains the right to dismiss a bargaining unit employee with or without cause. A notice of dismissal during the Qualification Period shall be signed by the bargaining unit employee's Supervisor/Manager with an acknowledgement by the Department Head and Human Resources.

The Qualification Period may also be extended for up to an additional sixty (60) calendar days for an employee by the Employer with a detailed explanation to the employee including what deficiencies the employee must address during the extension period.

If an employee is on an approved absence from work for a consecutive period of thirty (30) calendar days or more, the Qualification Period will be automatically extended for the same amount of time.

Within seven (7) calendar days of a dismissal within the Qualification Period, the impacted employee may request a meeting with Labor Relations to provide information related to their dismissal. The impacted employee may be accompanied by a Union representative who is not paid by the Employer. The meeting will be scheduled as soon as practicable for all parties, with no unreasonable delay. The Employer will provide a written response to the impacted employee within fourteen (14) calendar days following the meeting.

The terms of this Article are not subject to Article 9 (Grievance & Arbitration) of this Agreement.

Article 21 – Temporary QA Employees

Definition: Temporary QA Employee is an individual employed for a special project(s) and for a specified period.

Section 1. Temporary QA Employment Period

A. Initial Employment Period (IEP). Temporary QA Employees shall be hired for an IEP of up to nine (9) months, but for no less than seven (7) months. The IEP offer letter shall be in writing and will specify the IEP end date.

   1) Temporary QA Employees hired for an IEP will be eligible to participate in the Employer's 401(k) Plan at the start of their employment.

   2) At least thirty (30) days prior to the end of the IEP, the Employer will meet with the Temporary QA Employee and evaluate their work. The Employer will notify the Temporary QA Employee if: a) their employment will end at the conclusion of their IEP; b) they are being offered an Additional Employment Period of up to five (5) months, with the end date indicated, or c) they are being converted to a Full-Time position with the Employer.

   3) If the Employer notifies a Temporary QA Employee of their intent to release the employee at the end of the term, or they are being offered an extension, the Employer is not precluded from later offering the Temporary QA Employee a full-time or part-time position.

B. Additional Employment Period (AEP). A Temporary QA Employee may be retained for an AEP of up to five (5) months, but not to exceed twelve (12) months from the IEP hire date. The AEP offer letter shall be in writing and will specify the AEP end date. The Employer is not precluded from later offering the Temporary QA Employee a full- time or part-time position.

C. In the event the Employer has a legitimate business reason to end a Temporary QA Employment Period sooner than the end date, the Temporary QA Employee(s) will receive thirty (30) days' notice with pay.

D. No Temporary QA Employee shall be hired to work more than two (2) periods as a bargaining unit Temporary QA Employee within a three (3) year period.

Section 2. Qualification Period for Temporary QA Employees

The Employer may convert any Temporary QA Employee to a regular full-time employee at any point during either temporary employment period. Temporary QA Employees who are converted to a regular full time position in the bargaining unit shall have their time worked count towards the Qualification Period. If a Temporary QA Employee is converted to a regular full-time position in the bargaining unit after at least six (6) months, then the Qualification Period will be deemed to have been fully served.

Section 3. Paid Time Off & Benefits

Temporary QA Employees will be provided with nine (9) days of PTO for the Initial Employment Period and five (5) days PTO for the Additional Employment Period. Paid leave will be awarded at the start of each assignment period and shall be used for vacation, illness. injury, or personal reasons. Temporary QA Employees may rollover up to eighty (80) hours of paid leave to the following calendar year. Unused paid leave days will be paid out upon separation of employment as a Temporary QA employee or may be carried over and added to the PTO allotment an employee would receive upon conversion to regular employment at the discretion of the individual employee.

Temporary QA Employees will be provided with three (3) Wellness days and three (3) Personal Days for the Initial Employment Period and two (2) Wellness days and two (2) Personal Days for the Additional Employment Period.

Temporary QA Employees will receive a $500 Wellness Credit at the start of the Initial Employment Period. If retained, a subsequent $500 Wellness Credit will be provided to Temporary QA Employees at the start of the Additional Employment Period.

Temporary QA Employees will be eligible for all paid Holidays that fall within their assignment period.

Temporary QA employees working a minimum number of thirty (30) hours per week are eligible for Medical/Rx, Dental, Vision, Life, ADF&D, STD and LTD.

Section 4. Discipline/Dismissal for Temporary QA Employees

Discipline and dismissal of Temporary QA Employees is not subject to the provisions of Article 9 (Grievance & Arbitration). Within seven (7) calendar days of discipline or dismissal, the impacted Temporary QA Employee may request a meeting with Labor Relations to provide information related to their discipline or dismissal.

The impacted Temporary QA Employee may be accompanied by a Union representative who is not paid by the Employer. The meeting will be scheduled as soon as practicable for all parties, with no unreasonable delay. The Employer will provide a written response to the impacted temporary QA Employee within fourteen (14) calendar days following the meeting.

If a Temporary QA Employee is designated for conversion to a regular full-time employee, the Employer will extend a conditional offer of employment that is contingent upon successfully passing a background check.

Article 22 – Transferring Out of the Department

Section 1. Bargaining unit employees must have successfully completed the Qualification Period to qualify for a transfer within ZeniMax Media Inc. (ZMI).

Section 2. When a newly created U.S. based job or vacancy exists within ZMI, the Employer shall post job(s) in a centralized location at least five (5) business days before the position is posted publicly.

Section 3. To apply for a transfer, bargaining unit employees shall:

a. Identify the open position of interest

b. Complete the Transfer Application Form and include a resume and any additional documents as requested in the job description (i.e. portfolio, writing sample)

c. Notify their current supervisor/manager by obtaining a signature on the completed Transfer Application Form

d. Return the completed form, resume, and any additional documents to Human Resources (HR)

Section 4. At least five (5) bargaining unit candidates who meet any testing obligations and all required skills/experience listed on the job posting will be interviewed by the recruiter. To be eligible for an interview, as stated above, applications must be received within fifteen (15) business days of the job posting. Bargaining unit candidates who apply after the initial fifteen (15) business days may still be considered for an interview.

Section 5. All candidates within the bargaining unit who were interviewed and were not selected for the position will be notified that the position is filled and will have fifteen (15) calendar days to request a written explanation of the qualifications or skills requiring greater proficiency. Regardless of whether they were interviewed or not, candidates may request feedback from the recruiter or HR and are encouraged to discuss it with their supervisor/manager as part of their professional development objectives.

Section 6. If within thirty (30) calendar days of starting a position upon transfer a bargaining unit employee chooses to return to their previously held position in the QA Department, then they must inform their current manager and the QA department head in writing of their interest in returning.

Section 7. If the QA position the bargaining unit employee previously held is still vacant and has not been offered to anyone else, the Employer will return the bargaining unit employee to their previously held position as soon as practicable.

Section 8. Only Sections 1, 2, 6, and 7 of this Article are subject to Article 9 (Grievance & Arbitration) of this Agreement.

Article 23 – Crediting

In the interest of balancing the length of credits while acknowledging the contributions of bargaining unit employees to producing award-winning games, the following provisions will serve as crediting guidelines for ZeniMax published titles:

Section 1. Attribution

A. The Employer will credit all bargaining unit employees who are assigned (or ancillary) to the title and are employed ninety (90) calendar days before a project's full public release date. Any bargaining unit employee not employed for a minimum of ninety (90) calendar days before the projected full release date will appear in "Special Thanks," "Additional Credits" or some other equitable designation.

B. Bargaining unit employees must work on the title for at least thirty (30) calendar days before the credit lock date. Contributors below this threshold will appear in "Special Thanks," "Additional Credits" or some other equitable designation.

C. Bargaining unit employees will be credited by their lived name (first and last) and their role or nature of work at the time credits are created. In the event a bargaining unit employee updates their lived name with Human Resources, the Employer shall then update the publicly accessible list of credits, if available. Changes or updates to in-game credits will be at Management's discretion.

D. Credits shall be updated with credit given to those who meet these criteria for additional major releases related to the game (large updates, DLC, etc.).

Section 2. Visibility

A. In-game credits shall be viewable by players through a point of access without completing the game.

B. Within 180 days following ratification, the Employer shall maintain a publicly accessible list of changes, corrections, additions, and adjustments to the credits of bargaining unit employees for future releases. In cases where it is not possible for in-game credits to be updated, bargaining unit employees will still have their credits appear in the publicly accessible list.

C. If a bargaining unit employee is inadvertently omitted or incorrectly attributed in the credits, the bargaining unit employee shall notify the Employer through an Employer-created form as soon as practical and once verified, corrections to a publicly accessible list of credits shall be made in a reasonable timeframe.

D. Former bargaining unit employees who worked on an applicable project may request to have their credits updated based on change of lived name or other life changes. Implementation for those who are no longer bargaining unit employees shall be at the Employer's discretion.

Section 3. Catalog/Re-Releases

A. For ports, remasters, remakes, and re-releases, the in-game credits will retain the original lived names that worked on the game.

B. In the publicly accessible list, bargaining unit employees will be credited as outlined in the Attribution section above including those that perform frequent work on supplemental releases (i.e. ports, remasters, remakes, re-releases).

Article 24 – Medical, Dental, Vision Benefits, and Other Benefits

Section 1. Benefits Guide

The Employee Benefits Guide is a resource document highlighting the costs, terms, and conditions for benefits including medical, dental, vision, and additional benefits. The Employee Benefits Guide provides a summary of the benefits available, with full details provided in the Summary Plan Description (SPD).

To address the Union's interest, the Employee Benefits Guide has been updated to reflect a percentage and annual maximum Orthodontia coverage for both adults & children.

The Employee Benefits Guide will be updated and made available to employees on an annual basis.

Section 2. Medical, Dental & Vision

Medical, Dental, and Vision benefits shall remain in place unchanged from the status quo for the life of this Agreement. However, in the event the Employer becomes aware that material changes are going to be required, either by law or by any benefits vendor's requirements, the Employer shall provide notice in a timely manner to the Union and bargain the impacts upon request.

Section 3. Life and Disability Insurance

Life and Disability Insurance benefits shall remain in place unchanged from the status quo for the life of this Agreement. However, in the event the Employer becomes aware that material changes are going to be required, either by law or by any benefits vendor's requirements, the Employer shall provide notice in a timely manner to the Union and bargain the impacts upon request.

Section 4. Miscellaneous

Bargaining unit employees may access additional perks and savings, such as pet insurance discounts, through the following programs: LifeMart (ADP) and Passport (Microsoft). These programs are offered at the Employer's discretion and are subject to change without notice or obligation to bargain.

Section 5. Wellness Credit

The Employer provides a $1,000 Wellness Credit to all employees. The Wellness Credit is allocated in two (2) equal installments to employees in active status: $500 in January and $500 in July, via regular payroll. Bargaining unit employees may use the Wellness Credit for a variety of reasons, including but not limited to obtaining pet insurance.

Article 25 – Disability Accommodation

Section 1. Consistent with law and this Article, the Employer may provide reasonable accommodations that are appropriate and consistent with its legal obligations. The Employer shall not discriminate against any bargaining unit employee based on a disability or perceived disability. The Employer shall fully comply with the Americans with Disabilities Act (ADA), as amended, and all applicable Federal, State or local laws, ensuring equal opportunity in compensation, terms, conditions, or privileges of employment for persons with disabilities.

Section 2. To apply for a reasonable accommodation for medical needs or disabilities that will allow an employee to perform the essential functions of their job, bargaining unit employees must request, complete, and return an Accommodation Request Form to the Human Resources Department.

Section 3. Accommodation requests involve an interactive process. After submitting a completed Accommodations Request Form, the Employer shall engage with the bargaining unit employee regarding the accommodation request.

Section 4. The Employer may require the requesting bargaining unit employee to provide supporting documentation if necessary to determine eligibility, including but not limited to medical documentation regarding the medical need or disability for which they are requesting a reasonable accommodation. The information requested shall consist of only what is necessary to review and determine need or eligibility.

Section 5. Final determinations, following receipt of all required documentation regarding accommodation requests, will be communicated in writing and in a timely manner.

Section 6. The Employer is expressly prohibited from issuing any form of discipline, reprisal, intimidation or retaliation against any bargaining unit employee for requesting a reasonable accommodation in good faith.

Article 26 – Immigration Assistance & Immigrant Workers' Rights

The following provisions are designed to protect jobs to the maximum extent permitted by law.

Section 1. Work Authorization and Reverification

The Employer shall not impose work authorization verification or reverification requirements greater than those required by law.

The bargaining unit employee shall have the right to choose which work authorization documents to present during the verification or reverification process.

In the event a bargaining unit employee is unable to continue employment due to lack of work authorization, the Employer will process the job separation as a "Termination-Work Authorization." If the work authorization is restored within one (1) year from the date of separation the Employer will place the impacted employee in the same or comparable position if the position is available, or becomes available within sixty (60) days. When a bargaining unit employee returns to work following a "Termination-Work Authorization", seniority will be restored with no break in service provided the separation was less than one (1) year. Job separation under a "Termination-Work Authorization" will be considered a discharge for cause and will not be subject to the grievance and arbitration provisions of this Agreement.

Section 2. SSA No-Match Letters or Other No-Matches

Except as required by law, neither a Social Security Administration "no-match" letter, nor a phone or computer verification of a no-match, shall constitute a basis for taking any adverse employment action against a bargaining unit employee, or for requiring a bargaining unit employee to correct the no-match, or for re-verifying the bargaining unit employee's work authorization. Upon receipt of a no-match letter, the Employer shall provide a copy of the notification to the bargaining unit employee.

Section 3. Change in Social Security Number or Name

Except as prohibited by law, when a bargaining unit employee presents evidence of a name or social security number change, or updated work authorization documents, the Employer shall modify its records to reflect such change and the bargaining unit employee's seniority will not be affected.

Article 27 – Voluntary Separation Plan and Reductions in Force

Except as noted in Section 2(B)(6), the provisions of this entire Article are only applicable to regular full-time and regular part-time bargaining unit employees and do not apply to Temporary Employees and Legacy Temporary Employees.

Section 1. Voluntary Separation Plan (VSP)

In an effort to proactively adapt to changing business needs while also empowering employees with agency over their careers, the Employer may elect to offer a voluntary separation plan (VSP) to bargaining unit employees, by titles, no more than once a year. Upon mutual agreement with the Union, the Employer may offer a VSP more than once a year. The terms and conditions of the VSP are listed below. A bargaining unit employee's decision to opt-in and apply for a VSP is entirely voluntary. Any acceptance or declination of a VSP shall not be considered in future personnel action. VSP enrollment period shall be open for no less than twenty-one (21) calendar days.

Except for Long Term Disability, an employee who is on an approved leave of absence shall be eligible for a VSP on the same severance terms as other employees in accordance with this Article. Bargaining unit employees acknowledge that they may be offered a VSP while on disability leave and this offer will not amount to an interference of leave claim.

On signing the VSP Agreement and following completion of any applicable revocation period, the bargaining unit employee will receive the following:

A. Total severance payment for the equivalent of two (2) weeks of pay for every six (6) months of regular employment, with a minimum of eight (8) weeks of severance and a maximum of forty-five (45) weeks of pay shall be provided.

B. This payment will be made as salary continuation, from which applicable payroll taxes will be deducted, and will be paid in biweekly installments in accordance with the Employer's regular payroll practices.

1) For exempt regular bargaining unit employees, the severance pay will be calculated based on the annual salary as of two (2) weeks prior to the VSP announcement, divided by fifty-two (52) weeks to determine weekly salary, and paid biweekly per the terms of the VSP.

2) For non-exempt, regular full-time bargaining unit employees, the severance pay will be the hourly wage two (2) weeks prior to VSP announcement multiplied by forty (40).

3) For non-exempt, regular part-time bargaining unit employees, the severance pay will be the hourly wage rate two (2) weeks prior to the VSP announcement multiplied by the employee's customary hours of employment per week.

C. Fully subsidized COBRA premiums for benefits continuation for up to nine (9) months, as requested by the bargaining unit employee, subject to timely enrollment.

D. Unused and accrued Paid Time Off (PTO) will be paid upon separation.

Section 2. Reductions in Force

When a reduction in force is necessary, the Employer may consider factors such as, but not limited to, business needs, organizational restructuring, individual/workforce skills, individual abilities and relative performance, and an employee's length of service with the Employer when determining which positions will be impacted. Any use of length of service as a factor shall not amount to an age discrimination claim by the Union. This language in no way limits the legal rights of individual employees. The Employer shall provide sixty (60) days' notice to the impacted bargaining unit employee(s) and the Union. Upon request, the Employer and the Union will meet and bargain the impacts as soon as possible.

Except for Long Term Disability, an employee who is on an approved leave of absence during a reduction in force in which their position would be affected shall be eligible for severance benefits in accordance with this Article, and in accordance with the terms and conditions of their leave.

A. During the Continuation Period

Once the Employer has provided notice to impacted bargaining unit employee(s), the 60-day continuation period ("Continuation Period") will begin.

Impacted bargaining unit employees will continue to receive their base pay on the regular payroll cycle during the Continuation Period.

While base pay shall continue through the Continuation Period, the Employer reserves the right to restrict access to the workplace and resources to impacted bargaining unit employees with at least forty-eight (48) hours' notice. Access to confidential information may be limited immediately upon notification.

Impacted bargaining unit employees may activate the severance benefits listed below at any time during the Continuation Period. If an impacted bargaining unit employee activates their severance benefits during the Continuation Period, they will continue to receive payment for the remainder of time left in their Continuation Period, calculated at the same base pay rate and cadence.

Impacted bargaining unit employees are not barred from accepting employment at another company during the Continuation Period. Should an impacted bargaining unit employee's start date at another company fall within their Continuation Period, the Employer shall be provided with two (2) weeks' notice of their final date of employment. On signing the Severance Agreement and Release (SAR), the employee's wages for the remainder of the Continuation Period will be paid out in a lump sum or the later of the next regular payroll date following termination and completion of any applicable revocation period.

If a bargaining unit employee's position is identified for a reduction in force within twelve (12) months after the employee's valid VSP application was not accepted, then the bargaining unit employee shall receive the VSP severance benefits as listed under VSP section 1 of this Article in lieu of the reduction in force severance benefits listed under section 2 of this Article.

B. Severance Benefits

Impacted bargaining unit employees shall be eligible to receive the following, contingent on signing the Severance Agreement and Release (SAR) and following completion of any applicable revocable period:

1) A total severance payment for the equivalent of one (1) week of pay for every six (6) months of employment, with a minimum of four (4) weeks and a maximum of thirty-nine (39) weeks of pay. This payment will be made as salary continuation, from which applicable payroll taxes will be deducted, and will be paid in biweekly installments in accordance with the Employer's regular payroll practices. Such payments will commence on the later of the next regular payroll date after signing the SAR and following completion of any applicable revocation period,

    a. For exempt regular bargaining unit employees, the severance pay will be calculated based on the annual salary as of two weeks prior to the RIF announcement, divided by 52 weeks to determine weekly salary and paid bi-weekly per terms of the severance.

    b. For non-exempt, regular full-time bargaining unit employees, the severance pay will be the hourly wage two weeks prior to the RIF announcement multiplied by 40.

    c. For non-exempt, regular part-time bargaining unit employees the severance pay will be the hourly wage rate two weeks prior to the RIF announcement multiplied by the member's customary hours of employment per week.

2) Fully subsidized COBRA premiums for benefits continuation for up to 6 months, subject to timely enrollment.

3) Unused and accrued Paid Time Off (PTO) will be paid upon separation.

4) All regular full and part-time bargaining unit employees who have worked during the bonus eligibility period (July 1st – June 30th), and who are actively employed or in the continuation period as of the 1st of the month of the bonus payment are eligible to receive their bonus. This bonus may be pro-rated based on the period worked.

5) Opportunity to access 16 weeks of vendor provided outplacement and career transition services.

6) Legacy Temporary QA Employees who are subject to a reduction in force shall receive the same severance benefits as an Associate QA Tester who was hired as an FTE on December 11, 2023.

C. Recall List

The Employer will create and utilize a recall list to consider when filling new bargaining unit positions that may have previously been eliminated. The Employer shall first review the recall list for eligible candidates before considering hiring candidates who were not on the recall list. When selecting employees for recall, the Employer may consider factors such as, but not limited to, business needs, organizational restructuring, individual/workforce skills, individual abilities and relative performance, and the employee's prior length of service. Selecting employees from the recall list is at the Employer's discretion and is not required.

1) Bargaining unit employees who separated from employment due to reduction in force may choose to add their name to a recall list at the time of separation and are responsible for ensuring the Employer has their current contact information. Names will be maintained on a recall list for one (1) year following the employee's last day of employment. Bargaining unit employees may only be recalled back to the job title held at the time of separation or an equivalent position.

2) Once notified of a recall, bargaining unit employees will have up to two (2) weeks (i.e. 14 calendar days) to decide whether to accept or decline the offer to return. If the recall offer is accepted, employment is subject to the standard hiring practices of the Employer, including but not limited to mutually agreed upon and reasonable start date, work location, work eligibility, and background check clearance. If the recall offer is declined, or no response is received within two (2) weeks (i.e. 14 calendar days), or if the hiring requirements are not met, the bargaining unit Employee's name will be removed from the recall list.

3) If an impacted bargaining unit employee is provided with a written offer of employment in a comparable position by the Employer or is recalled to their previous title during the Continuation Period, they are no longer eligible for any severance plan benefits.

4) In the event a recalled bargaining unit employee's severance pay was stopped upon recall and the recalled bargaining unit employee is subject to a subsequent layoff within eighteen (18) months of being recalled, upon signing the SAR and completion of any applicable revocation period the bargaining unit employee will receive the greater of the following two (2) options: the balance of their original severance pay that was not previously awarded or the severance pay amount included in the terms of the subsequent layoff. Regardless of which option that applies, the total severance calculation shall not exceed thirty-nine (39) weeks.

5) For bargaining unit employees who separate from employment due to accepting a VSP or as a result of a reduction in force and are later rehired or recalled, their length of service will be measured from the most recent date of rehire.

Article 28 – Successorship

Section 1. Any sale, assignment, or transfer, in whole or in part, of the entity employing bargaining unit employees by the company will include as a condition of the transaction the purchaser's adoption of this agreement and acknowledgment that the purchaser is a successor to the company.

Section 2. Under confidential terms and upon receipt of a signed Non-Disclosure Agreement (NDA) the Company will provide the Union thirty (30) days prior to the closing of the sale, assignment or transfer of employing entity:

(a) the name of the purchasing or surviving entity;

(b) the anticipated date and location of the closing;

(c) the type of transaction (e.g., asset sale or stock purchase);

(d) the operations and/or portions of the Company being sold; and

(e) the name and contact information for the Labor relations contact of the new entity.

The NDA will contain terms that are reasonable and commensurate with its purpose, will be limited to information provided under this subsection, and will terminate upon the transaction's closing; further, the NDA will not prohibit the Union from using the information provided to enforce its rights under the CBA.

Section 3. Upon closing, the Company will provide the Union with a copy of the portion of the executed agreement that contains the section where the purchaser acknowledged adoption of this agreement and that it was a successor to the Company.

Article 29 – Contract of Work

The company may contract work normally performed by bargaining unit employees to internal or external workers, however, the contracting of bargaining unit work will not directly result in the reduction of bargaining unit positions, reduction of hours worked by bargaining unit employees, layoffs or termination of bargaining unit employees.

Article 30 – Wages

Section 1. Pay Rates

A. Base hourly rates (for non-exempt employees) and base salaries (for exempt employees) (collectively, "base wage rates") are determined upon the date of hire. Base wage rates are to be considered minimum rates, and nothing herein shall preclude the Employer from paying higher rates to individual employees. Base wage rates for bargaining unit positions covered by this Agreement are listed in Section 3, below. The minimum wage rates appearing in Section 3 shall increase by 4% on January 1, 2028.

B. The Employer reserves the right to start an employee above the minimum base wage for the position. When a bargaining unit employee is promoted to a higher classification, they will receive at least a 6% base wage increase.

C. On the first pay period post ratification of this Agreement, all bargaining unit employees currently below the base wage rate for their job title, as shown in Section 3, shall receive an increase in pay to the base wage rate for their job title.

D. The annual increase in Q3 of FY26 will be paid on January 9, 2026, and will be a flat rate of 1.5%. Subsequently, during the term of the Agreement, on the first pay period of Q3 all FTE bargaining unit employees shall receive a base salary increase of 3%. The salary increase may be prorated based on date of hire or date of last increase.

Section 2. Annual Merit & Bonus Awards ("Awards")

A. The Employer retains sole discretion on the decision to offer Awards, the methodology for determining Award amounts, the bonus eligibility period, and the implementation cadence of Awards. The Employer shall provide the Union with a description of the methodology utilized to determine awards prior to implementation of any proposed changes to the methodology.

B. The Employer may, in its discretion, consider a number of different factors to determine the performance elements considered when determining Awards. Factors may include, but are not limited to, company and business unit performance and individual role and performance.

C. If Awards are offered, the Employer retains sole discretion on determining eligibility, which may depend upon the following: full and part-time regular employees who have worked during the entirety of the bonus eligibility period, who are actively employed as of the 1st of the month of the bonus payment date, and have performance which is satisfactory based on their managers' evaluation. Employees who have worked for the company for less than a year may, at the Employer's discretion, receive a bonus that is pro-rated based on performance during the period worked.

Section 3. Base Wage Rates

Except for the Temporary QA title, all base wage rates listed are for regular full-time employees who are regularly scheduled to work at least forty (40) hours per week. Pay rates listed will be prorated for regular part-time and temporary employees who are regularly scheduled to work less than forty (40) hours, but at least thirty (30) hours per week.

Job Title	**Base Wage Rate (hourly rate)**
Temporary QA	$48,048 ($23.10)
Associate QA Tester	$50,024 ($24.05)
QA Tester	$52,000.00 ($25.00)
Associate Dev QA	$52,000.00 ($25.00)
QA Software Development Tester	$52,000.00 ($25.00)
Senior QA Tester	$57,200.00 ($27.50)
QA Administrative Assistant	$57,200.00 ($27.50)
Dev QA	$57,200.00 ($27.50)
Dev QA Tester	$57,200.00 ($27.50)
Senior QA Tester II	$60,320.00 ($29.00)
Senior Software Development QA Tester	$60,320.00 ($29.00)

Associate QA Lead	$65,000.00 ($31.25)
QA Lead	$68,640.00 ($33.00)
QA Training Coordinator	$68,640.00 ($33.00)
Dev QA Analyst	$74,100.00
Sr. Dev QA Analyst	$88,700.00

Article 31 – Retirement Security

Section 1. The parties agreed to merge the ZeniMax 401(k) Savings Plan into the Microsoft (MSFT) Corporation Savings Plus 401(k) Plan. Bringing the two plans together will result in more loan and distribution options, additional investment opportunities, greater maximum participant contributions, and lower fees and investment expenses for bargaining unit employees.

Section 2. The current MSFT 401(k) Summary Plan Description is available on the Plan administrator's website, and hard copies are available upon request. Bargaining unit employees may access investment planning and advice, financial education, and personalized financial consulting through the Plan administrator's website and/or directly via the Plan's third-party investment planning & advice provider. The investment, education and consulting services provided by the Plan administrator are subject to change without notice, and with no obligation to bargain.

Section 3. In the event the Employer becomes aware that material changes are anticipated, either by law or a requirement of the Plan administrator, the Employer shall provide notice in a timely manner to the Union and bargain the impacts upon request.

Section 4. The Employer shall provide an annual notice to employees regarding the details, updates, and contribution opportunities related to the Plan.

Article 32 – Holidays

Section 1. All employees shall be granted the following holidays as paid time off:

New Years' Day

Martin Luther King Jr. Day

Memorial Day

Independence Day

Labor Day

Thanksgiving

The day after Thanksgiving

Holiday Break

Bargaining unit employees shall receive one (l) additional Personal Day to utilize in the event they wish to recognize a holiday not listed above, for example Juneteenth, Indigenous Peoples Day, Veterans' Day, etc. Requests to utilize a Personal Day on a Holiday not listed above shall not be denied.

Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday), multiplied by the number of hours the employee would otherwise have worked on that day.

Section 2. Holidays shall be counted as hours worked for the purpose of determining overtime.

Section 3. Employees who are asked to, and perform, work on a holiday shall be paid at their regular rate of pay for each hour actually worked in addition to the holiday pay to which they are entitled based on their regular schedule.

Section 4. A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday.

Section 5. If a recognized holiday falls during an eligible employee's paid absence or Paid Time Off, holiday pay will be provided instead of the employee having to utilize a day of PTO for the Holiday. Employees are not eligible for holiday pay during a leave of absence.

Section 6. Employees shall receive regular pay for each weekday during a Holiday Break, December 25 through 31, of each year, during which no Employee will be required to work. If December 24th falls on a weekday, it will be a paid holiday that year. If New Years' Day falls on a Saturday, it shall not be considered a paid Holiday under this Article.

Article 33 – Paid Time Off

Section 1. Scheduling of Company Paid Time Away from Work

Employees should request advance approval for paid time off (PTO) from their manager. These requests should be made at least two (2) weeks in advance and should be submitted in writing. Requests may be reviewed based on a number of factors, including business needs and essential staffing requirements. Requests shall not be unreasonably denied. The Employer reserves the right to restrict or limit approval of PTO during critical operational periods. During these designated periods, emergent time off (e.g., Sick, Wellness, Personal, or PTO) requests, which are of an urgent and unforeseen nature, will not be denied. The Employer will notify the bargaining unit employees of such periods at least two (2) weeks in advance.

Whenever a bargaining unit employee has an unexpected need to utilize time off that is Employer-paid, the employee will contact the designated Employer email contact prior to the start of the shift to state the category of time they are utilizing (e.g., Sick Leave, Wellness, Personal or PTO) and the expected length of absence if possible.

The reason for any time off request is not required regardless of the length or type of leave (i.e., Sick Leave, Wellness, Personal. or PTO) utilized. Managers are responsible to contact any other employees who need to know a bargaining unit employee is absent.

An employee who utilizes their contractually provided time off shall not be reprimanded, disciplined, or discriminated against for such usage.

Section 2. Paid Time Off Accrual

Paid Time Off, Wellness days, Sick days, and Personal days shall be provided under the same terms, policies, and practices that exist per the ZeniMax 2024 Employee Benefits Guide for the life of this Agreement. If the Employer makes changes to the benefits guide in subsequent years, the Union may request to bargain over changes, however, if no agreement on changes results from bargaining, the 2024 Benefits Guide shall rule, provided there are no changes required by law or benefits providers.

Length of Service	PTO Days
First day of employment-5th anniversary	15
5-9 years of service	20
10+ years of service	25

Section 3. Temporary Employees

Temporary Employees will be provided with nine (9) days of PTO for the Initial Employment Period and five (5) days PTO for the Additional Employment Period. Paid leave will be awarded at the start of each assignment period and shall be used for vacation, illness, injury, or personal reasons. Temporary Employees may rollover up to eighty (80) hours of paid leave to the following calendar year. Unused paid leave days will be paid out upon separation of employment as a Temporary Employee or may be carried over and added to the PTO allotment an employee would receive upon conversion to regular employment at the discretion of the individual employee.

The Employer agrees to comply with all applicable local, state, and federal laws and regulations pertaining to paid leave benefits.

Article 34 – Leaves of Absence

Section 1. Insurance

Health Insurance and all other insurance benefits shall continue in accordance with the Summary Plan Description (SPD) during any approved Leave of Absence (with the exception of Leave of Absence Without Pay under subsection 6 of this Article), including those listed in this Article, as well as, Union Leave, FMLA, and Parental Leave. Where the law so requires, Employees shall be returned to the same or substantially the same position upon return from their Leave of Absence. Approved paid Leaves of Absence time shall count as time worked for purposes of FMLA eligibility in the subsequent twelve (12) month period.

Section 2. Bereavement Leave

Bargaining unit employees shall be entitled to take up to ten (10) business days of paid Bereavement Leave for the death of an immediate family member and five (5) business days of paid Bereavement Leave for the death of all other close relatives. Absent unforeseen or extreme circumstances, the Bereavement Leave time away must be completed within sixty (60) calendar days of the date the bargaining unit employee receives notice of the individual's death. The time away does not need to be taken continuously.

Immediate family members broadly include a spouse, domestic partner, custodial parent, stepparent, non-custodial parent, adoptive parent, foster parent, biological parent, parent-in-law, parent of a domestic partner, sibling, grandparent or grandchild. This also includes the bargaining unit employee's biological (including stillbirths and miscarriages), adopted, legal ward, foster, or stepchild or child of your domestic partner. All other close relatives include cousin, sister-in-law, brother-in-law, aunt, uncle, niece, or nephew.

Section 3. Jury Leave

Employees shall be released when called upon for Jury Duty, until they are excused, under the terms, conditions, and policies outlined in the ZeniMax Employee Handbook of 2015.

Section 4. Military Leave

Employees are eligible for Military Leave under the terms, conditions, and policies outlined in the ZeniMax Employee Handbook of 2015.

Section 5. Compassion Leave

Compassion Leave is unpaid time away from work to support a terminally ill immediate family member not to exceed two (2) consecutive weeks. An employee is required to have exhausted all but a total of forty (40) hours of their paid leave options (i.e., the combination of Wellness, Personal, and accrued and unaccrued PTO days), prior to Compassion Leave.

Compassion Leave will be granted to Employees who provide a completed attestation form establishing the need for leave. If the reason for requesting Compassion Leave meets FMLA qualifying criteria, bargaining unit employees may need to complete FMLA paperwork as well, in accordance with applicable laws.

Section 6. Leave of Absence Without Pay

Leave of Absence Without Pay (LWOP), separate and apart from an approved FMLA or medical leave, including but not limited to, time away from work for extended bereavement or for pet bereavement, may be granted to a regular full-time or regular part-time employee on a case-by-case basis at the discretion of the Studio Head or the Employer's designee and the Vice President of Human Resources or their designee and under circumstances that do not disrupt or interfere with the work schedule and responsibilities of the division in which the employee works. The Studio Head or the Employer's designee and the Vice President of Human Resources or their designee will also consider the needs of the business before determining if an LWOP is appropriate. An employee is required to have exhausted their paid Wellness and Personal Days and available (accrued and unaccrued) PTO prior to requesting a LWOP.

Absent emergency circumstances and Employer approval, LWOP shall not exceed two (2) weeks in a calendar year. During a LWOP, employees are responsible for remitting their share of insurance premiums by check or money order to the Human Resources Department for any LWOP greater than four (4) weeks (two pay periods). PTO leave will not accrue while on a LWOP.

Upon the expiration of the leave, the employee will be reinstated to their former position, or an equivalent position, if such a position is available. If, however, no such position is available, the employee's employment will be terminated. Any employee who fails to report to work at the end of an LWOP, or who accepts alternative employment, or who applies for unemployment insurance while on leave, will be considered to have voluntarily resigned.

Section 7. Union Leave

Union Leave time is unpaid time away from work for purposes of serving the Union or its Local. The Union may request one (1) employee at a time to be on Union Leave, and shall not be unreasonably denied, for up to one hundred and eighty (180) days per year. The Employer will invoice the Union for all wage and benefit costs during the Union Leave. Union Leave will count as time worked for the purposes of eligibility for FMLA in the subsequent 12- month period.

Article 35 – Employee Stock Purchase Plan Stock Options

Bargaining unit employees shall be eligible to participate in Microsoft's Employee Stock Purchase Plan (ESPP). Pursuant to Internal Revenue Code rules, eligible employees under the ESPP include regular full-time and regular part-time employees, as well as temporary employees who are scheduled or expected to be employed for more than five (5) months in a calendar year.

The ESPP allows eligible employees to purchase Company stock at a discount, by contributing a portion of their salary, subject to applicable annual limits and restrictions in accordance with federal law and the terms of the plan. To ensure compliance with applicable laws, and operational feasibility, the ESPP terms would be consistent at all times for all participating employees, including those represented by the Union. If the Company determines that material changes are needed to the ESPP, due to legal or operational reasons or otherwise, the Employer will promptly inform the Union and negotiate impacts upon request.

For Communications Workers of America

Alex van Schaick, CWA Campaign Counsel
Jeff Lacher, CWA Staff Representative

Local 2100
Conor O'Donnell
Page Branson
Rhyanna Hucker

Local 2108
Johnny Brown, Local 2108 President
Marilyn Irwin, Local 2108 President (former)
Autumn Mitchell
Jessee Leese
Wayne Dayberry
Zach Lyon

Local 6215
Alex Doblado, Local 6215 Vice President
Dylan Burton

For ZeniMax Media Inc.

Behnaz Mansouri, Senior Corporate Counsel

Memorandum of Agreement
between
ZeniMax Media Inc.
and
Communications Workers of America
Regarding Job Descriptions

Following discussions during Quality Assurance collective bargaining, this Memorandum of Agreement (MOA) memorializes the understanding between ZeniMax Media Inc. ("the Employer") and ZeniMax Workers United/Communications Workers of America ("the Union") regarding the following:

1. The Employer recognizes the Union's assertion that some bargaining unit employees may be performing work which is not reflected in their current job description. The Employer acknowledges that Job Descriptions are a mandatory subject of bargaining and agrees to make no changes to existing Job Titles and Descriptions without agreement of the Union.

2. Within 270 days following ratification of the Quality Assurance Collective Bargaining Agreement, the Employer agrees to meet with the Union to negotiate potential changes to existing Job Descriptions and the potential establishment of new Job Titles within the bargaining unit. The goal of the negotiations should be to reach agreement within 90 days of the commencement of the negotiations.

3. Prior to the commencement of bargaining in Section 2 of this MOA, the Employer agrees to review the actual work being performed by bargaining unit employees and review current job descriptions.

4. Wage rates for any new bargaining unit Job Titles which have been agreed to by the parties shall be subject to negotiations.

Agreement on this Memorandum does not constitute a waiver of the obligation of either party to negotiate terms and conditions as part of an overall Quality Assurance Collective Bargaining Agreement (CBA).

This MOA shall remain in full force and effect until such time as the parties mutually agree in writing to terminate it.