

Introductory Note: The following is a compilation of the CWA/BLZ World of Warcraft tentatively agreed upon terms which, if ratified, will be extended to all Blizzard bargaining units in their own CBAs. A handful of small items are subject to further unit-specific negotiation to ensure that the WOW terms makes sense in the context of the other units.

If the tentative agreement is ratified by the members, future negotiations will be conducted in a more united manner. There will be three groups:

1. World of Warcraft, All-Blizzard QA, and Team 5 contracts expire in 4 years
2. Platform & Technology, CS/Loc, and SFD contracts expire in 4.5 years
3. Diablo and Overwatch contracts expire in 5 years

The Company has also agreed that any games which are unionized in the future will receive the same terms for their collective bargaining agreement and will be added to one of the above groups for bargaining purposes.

Our bargaining committees across Blizzard view the extension of this agreement to all Blizzard units without delay and the more united approach to future bargaining as very significant wins. We look forward to discussing this more at the upcoming contract explanation meetings.

Tentatively agreed upon CBA terms follow below:

PREAMBLE

This contract is made this ____ day of _____, 20____ [Ratification date], between Blizzard Entertainment, Inc. ("Employer") and Communications Workers of America, AFL-CIO ("Union").

ARTICLE XX - RECOGNITION

XX.01 The Employer recognizes Communications Workers of America ("CWA"), AFL-CIO as the exclusive bargaining agent for the purpose of collective bargaining with respect to terms and conditions of employment for all regular full-time and regular part-time Blizzard World of Warcraft development and administrative employees employed by Blizzard Entertainment, Inc. in the United States (herein "Employees" or "bargaining unit employees"), excluding all managers, supervisors, guards, and confidential employees, as defined in the NLRA or by the National Labor Relations Board, employees engaged in centralized corporate functions (including human resources, legal, and finance personnel), and audio and audiovisual performers.

XX.02 The Parties agree that Employees currently employed in the classifications listed in **Appendix A**, which is attached hereto and made a part of this Agreement, are part of the bargaining unit. The Employer will provide the Union with at least 14 days advance notice of any decision to create a new bargaining unit classification. Any such classification will receive a wage rate comparable to related or similar job classification(s). Upon prompt request, the Employer will meet with the Union to discuss the new role and bargain over the wage rate for the new role. If the Parties are unable to reach an agreement concerning the classification within 14 days from the onset of bargaining, the Employer may create and staff the new classification and the dispute over wages will be referred to a Contract Arbitrator under Article XX (Grievance and Arbitration).

[APPENDIX A WILL BE THE LIST OF CLASSIFICATIONS AND WAGE/SALARY TABLE. THIS WILL BE FINALIZED AFTER NEGOTIATING THE COMPENSATION PACKAGE.]

[Note: For World of Warcraft, All-Blizzard QA, and Team 5 CBAs]

XX.03 For the renewal negotiations of this collective bargaining agreement either Party may request to bargain at a single table for the Blizzard-wide QA, World of Warcraft, and Hearthstone/Rumble units over any topic that is common as between all of those units and does not have unique applicability to any such unit. Neither party shall attempt to unilaterally withdraw consent to this Paragraph. The prior sentence does not waive either Party's right to negotiate this Paragraph during renewal negotiations consistent with any other mandatory subject of bargaining.

[Note: For Platform & Technology, CS/Loc, and SFD CBAs]

XX.03 For the renewal negotiations of this collective bargaining agreement either Party may request to bargain at a single table for the Platform & Technology, Customer Support & Localization, and Story & Franchise Development units over any topic that is common as between all of those units and does not have unique applicability to any such unit. Neither party shall attempt to unilaterally withdraw consent to this Paragraph. The prior sentence does not waive either Party's right to negotiate this Paragraph during renewal negotiations consistent with any other mandatory subject of bargaining.

[Note: For Diablo and Overwatch CBAs]

XX.03 For the renewal negotiations of this collective bargaining agreement either Party may request to bargain at a single table for the Diablo and Overwatch units over any topic that is common as between all of those units and does not have unique applicability to any such unit. Neither party shall attempt to unilaterally withdraw consent to this Paragraph. The prior sentence does not waive either Party's right to negotiate this Paragraph during renewal negotiations consistent with any other mandatory subject of bargaining.

ARTICLE XX – MANAGEMENT RIGHTS

XX.01. 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, assign, transfer, demote, lay-off, discipline and/or discharge for just cause; to establish, allocate, reallocate or abolish positions; to determine performance and qualification requirements, including quality and quantity of work associated with each position; to determine the type of work to be performed and by whom, the location of work, the schedules of work within work periods, and the methods, processes, and means of performing and evaluating the work; the right to introduce new technology, tools, equipment, software, systems (including communications systems), or processes and to change or eliminate existing technology, equipment, software, systems (including communications systems), or processes, and to automate processes and operations; to schedule overtime as necessary; to utilize suppliers and subcontractors; and to promulgate, amend, and enforce work rules and rules of conduct.

XX.02. 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.

ARTICLE XX – NO STRIKE AND NO LOCKOUT

XX.01. During the life of this Agreement, the Union and the employees covered under this Agreement shall not cause, call, encourage 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.

XX.02. 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. Employees participating in any of the above actions may be subject to discipline in the normal disciplinary process.

XX.03. The Employer agrees that there will be no lockouts during the duration of this Agreement.

ARTICLE XX – CONTRACT APPLICATION (NON-DISCRIMINATION)

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 local laws, regulations and ordinances.
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.
3. There shall be no coercion, intimidation, or discrimination practiced by the Employer or the Union against any bargaining unit member regardless of dues paying status or engagement in legitimate activities on behalf of the Union.
4. The Employer and the Union shall apply the provisions of this Agreement in accordance with the meaning and intent as negotiated by the parties.

ARTICLE XX - DIGNITY AND RESPECT

1. The Employer is responsible for maintaining a safe, respectful, and inclusive work environment. The Employer will not engage in or tolerate bullying, harassment, or discrimination by anyone in the workplace, with regard to age, ancestry, citizenship, color, parental or family status, 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.

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. Bargaining unit employees who have chosen a Lived Name are required 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 refer to bargaining unit employees by their Lived Name. In the event the Employer inadvertently refers to an individual by the incorrect name, the individual or the Union representative should promptly notify the Employer of the error, and the Employer will seek to rectify as soon as practicable. Grievances may only be filed if the Employer has not corrected the error once alerted.

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

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.

ARTICLE XX – SCHEDULE ADJUSTMENTS

The Employer will establish nonexempt employees' work schedules and inform them of their schedules. Such employees are expected to work their assigned shifts and will take lunch and other breaks in accordance with state and federal law.

The Parties agree that scheduling flexibility is mutually beneficial. Consistent with operational needs, such employees may request supervisor approval for reasonable adjustments to their schedule due to occasional personal events. The employees must communicate such adjustments to the appropriate stakeholders if the adjustment is approved. Nothing in this article modifies the Leave or Accommodations processes. The parties acknowledge that while exempt employees in the bargaining unit have existing flexibility in their schedules, such employees may as needed utilize the process described in this paragraph.

ARTICLE XX – LENGTH OF SERVICE

XX.01 An Employee's Continuous Service Date defines an Employee's length of service with Employer and is calculated from the Employee's initial date of regular employment with Employer, Activision Publishing, King, Vicarious Visions or Proletariat; however, the Continuous Service date is reset if an Employee is not employed in a full-time status by one of the aforementioned entities for more than one year.

XX.02 Temporary employees who are employed by Employer and converted into regular employees with Employer will have the time worked as a temporary employee added to Continuous Service Date. The previous sentence is applicable only to conversions that occurred on or after January 1, 2021. Conversions that occurred before that date shall be considered and approved by the Employer upon a showing of proof. The Employer may, at its discretion, waive the above requirements for temporary employees.

ARTICLE XX - UNION SECURITY AND DUES DEDUCTION

A. Union Security

All bargaining unit employees covered by this Agreement shall be required to join the Union or to commence paying agency fees to the Union within 30 days of the execution of this Agreement. New employees joining the bargaining unit shall be required to join the Union or to commence paying agency fees to the Union within 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. This subsection shall not apply to any bargaining unit employee employed in any state or territory in which requiring membership in a labor organization as a condition of employment is prohibited by state or territorial law.

B. Dues Deduction & Employee Information

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. Upon the receipt of a written authorization from an employee, the Employer shall deduct from the bargaining unit employee's hourly earnings, exclusive of any one-time, overtime, or bonus payments an amount equal to monthly union membership dues which shall be deducted in a fixed amount each pay period. The monthly union membership dues amount will be certified by the Union in writing. The Employer shall remit the aggregated amount to the Union on a monthly basis along with a monthly statement within ten days of the close of the calendar month.

2. The statement will be sent in electronic format including the following information for all bargaining unit employees, including any new 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)

4. 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.

5. 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.

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 the collection and disposition of the dues deducted under this Article.

7. The Union agrees to notify the Employer of any planned change in deduction amount 30 days prior to the month in which such changes are to occur.

C. Electronic Authorizations

For purposes of Sections A and B, the Employer will only accept electronic authorization forms.

ARTICLE XX - POLITICAL ACTION FUND CONTRIBUTIONS

1. Bargaining unit members who choose to voluntarily contribute to 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 member from their earnings and remit those funds to the Union with a report indicating the contribution amounts for each individual contributor.

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

3. Participation shall be on a voluntary basis and bargaining unit members shall be informed of this by the Union in writing. The Union shall be responsible for notifying the Employer promptly in writing when any bargaining unit member withdraws their authorization or is no longer eligible to participate. The Employer will implement changes to PAF contributions in a timely manner.

4. The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, causes of action, or any other forms of liability that may arise out of or by reason of any action taken or not taken by the Employer in good faith for the purpose of complying with the provisions of this Article, including claims by employees, including but not limited to any attorney's fees or costs incurred as a result of such claims, demands, suits, causes of action, or any other forms of liability.

ARTICLE XX - UNION RIGHTS AND ACTIVITIES

1. **List of Union Representatives.** Within ten (10) calendar days of the execution of this Agreement, the Union shall provide a list of CWA union representatives, including bargaining unit employees and non-employees, 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. The Employer shall keep the Union informed of its respective duly authorized representatives.

2. **Union Bulletins.** The Union shall be permitted an adequate bulletin board to place Union notices in each of the geographical locations covered by this Agreement. Such bulletin boards are to be used exclusively by the Union, shall be used solely for the posting of Union-related business information, and any such use shall comply with any applicable current policies and/or practices of the Employer related to other types of posting.

3. Union Slack Channel. Bargaining unit Employees may establish a designated communication channel on Slack for use solely by bargaining unit employees. Access to the Slack channel is limited to bargaining unit employees and the Employer has no obligation to provide Slack access to any non-employees. Any such use shall comply with any applicable current policies and/or practices of the Employer. If the Company chooses to replace Slack with a different form of electronic communications, prior to implementation the parties will bargain over the effects of over a replacement to this section upon Union request.

4. Union Access. CWA Representatives shall have reasonable access to the workplace during regular business hours to conduct Union activities in accordance with this provision. When on-site, such representatives shall engage in union activities non-work areas designated by the Employer during the bargaining unit Employee's non-work times, and during such other periods and at such locations upon which the Parties may mutually agree. While on the Employer's premises, the Union and its representatives will not interfere with or otherwise interrupt the Employer's operations. The Union agrees that its agent(s) will follow all policies applicable to visitors while on-site at the Employer's facility, including check-in and check-out and any policies relating to the security of confidential information.

Prior to visiting, the Union's agent must provide reasonable advance notice (at least five business days), to the Employer. The Parties will work cooperatively to designate a time for such visit, recognizing that there may be times/dates for which access may be denied for operational reasons. If this occurs, the Parties will work together to promptly identify a new date/time.

5. New Employee Union Orientation. When an employee is added to the bargaining unit, a Union representative from the bargaining unit shall be granted up to 60 minutes for Union orientation during new employee onboarding or otherwise during regular working hours within the first 10 business days of employment. Time spent in the meeting will be paid as regular time worked.

6. Time Spent in Joint Union-Employer Meetings.

A) The Employer will pay bargaining unit employees for time spent in Labor Management Committee meetings, grievance meetings, and investigatory meetings. The number of bargaining unit employees present will be as specified elsewhere in this Agreement or will be reached through mutual agreement between the Union and the Employer. The Employer will consider such time to be time worked for overtime purposes. If a bargaining unit employee will be in overtime status at the time of or as a result of participating in these meetings, the bargaining unit employee will review with their manager any overtime request related to the meeting. The manager will determine whether the overtime is approved. If overtime

is not approved, the meeting may be rescheduled to a time that does not result in overtime, or the Union may choose to excuse the bargaining unit employee or replace them with another bargaining unit employee.

B) Stewards shall not ordinarily perform their Union duties on working time, or be paid for time spent on their duties, except when the steward is specifically engaged in an investigatory, disciplinary, grievance, or Labor Management Committee meeting at a time when the steward would otherwise be working.

7. Union Release Time. 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 including but not limited to collective bargaining agreement negotiations, or other activities. Exempt bargaining unit employees that participate in the activities identified in the previous sentence are expected to complete their work timely and satisfactorily. The Union shall reimburse the Employer, upon request, for time spent by exempt Employees in such activities provided that the Employer will usually not invoice the Union so long as the condition in the preceding sentence is met.

The Union will provide as much advance notice as is practicable, but at a minimum will provide seven calendar days' notice to schedule release time. This time shall be known as Union Release Time. Such notice will identify the bargaining unit employees requested for release, the purpose of the release time, and the total release time requested for each identified employee. The Union shall request the minimum amount of time reasonably necessary for the completion of the stated purpose of the release time. The Employer shall, subject to operational needs, determine and communicate as soon as practicable the number of bargaining unit employees approved for release and the length of time for which each employee is released. Notwithstanding the foregoing, the Employer may limit the number of bargaining unit employees on union release time at any given time to **six (6)**. In unusual circumstances, the Union may need to request more than **six** Employees be released; in such cases, the Parties will engage in good faith discussions to reach a resolution.

ARTICLE XX – LABOR/MANAGEMENT COMMITTEE

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

2. The Employer and Union may each appoint up to **eight members** to the LMC inclusive of up to three non-employee Union representatives. The parties may mutually agree to invite other individuals to each meeting who may have information relevant to an issue scheduled for discussion.

3. The LMC will meet quarterly, and the parties may mutually agree to hold more frequent meetings. Meetings shall be held during regular business hours at a mutually agreeable time. The Union representatives are responsible for initiating the scheduling of each meeting by contacting the Employer's representatives. The parties will make every reasonable attempt to exchange a list of topics to be discussed seven (7) days in advance of the meeting date.

4. The purpose of the LMC will be to meet and discuss issues of concern pertaining to bargaining unit members and will not address individual disciplinary actions or matters that are, at the time, the subject of collective bargaining. The Union and the Employer jointly commit to addressing concerns brought to the Committee. Agreed-upon solutions shall be documented and implemented. The LMC shall have no bargaining authority and shall not specifically address open grievances.

5. The LMC shall determine the need to create additional subcommittees (e.g., Health & Safety). Subcommittees may be comprised of LMC members and, when necessary, may include subject matter experts upon mutual agreement of the Parties.

6. This Article does not preclude informal discussions between authorized Union representatives and the Employer to discuss issues affecting the bargaining unit without convening a Committee meeting. The utilization of the LMC to discuss issues does not waive any rights of either Party under this Agreement or under the law.

ARTICLE XX – QUALIFICATION PERIOD

XX.01 Employees will serve a qualification period that will last for:

- 120 days for Quality Assurance and Administrative Employees; and
- 240 days for all other Employees.

Disciplinary action may be taken without respect to just cause during the qualification period without recourse by the Employee or the Union to the Grievance and Arbitration Procedure set forth in this Agreement. During the Qualification Period, Employees will receive performance feedback as needed.

XX.02 The qualification period for an Employee will automatically be extended by an amount equal to any leave of absence or other absences totaling 14 consecutive calendar days or more with notification to the Employee and the Union.

XX.03 The qualification period may also be extended for any Employee by the Employer for up to an additional 60 calendar days with the consent of the union. The Union will not unreasonably withhold consent to such an extension of the qualification period.

XX.04 Temporary employees who are employed by Employer and converted into regular employees with Employer will have the time worked as a temporary employee deducted from any qualification period that would apply upon hire by the Employer, provided the role and responsibilities of the temporary employee position and regular position are identical or nearly identical. The Employer may, at its discretion, waive the above requirements for temporary employees.

ARTICLE XX – PERFORMANCE AND DISCIPLINE

XX.01 Performance. 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 with bargaining unit employees, providing clear expectations and constructive feedback to address performance or behavioral issues.

XX.02 Discipline. The parties agree that in their respective roles primary emphasis shall be placed on preventing situations requiring disciplinary actions. Disciplinary action is intended to be corrective rather than punitive. No bargaining unit employee who has passed their qualification period shall be disciplined without just cause.

XX.03 Representation.

A. The Employer shall notify the Employee in advance of any formal investigatory meeting, absent emergency circumstances. The Employer shall inform the Employee of their right to Union representation prior to an investigatory meeting. If the Employer deems immediate separation from the workplace necessary, it may remove the employee immediately by suspending the employee with pay pending investigation.

B. At the request of the Union and with Employee consent, a second representative may attend any such meeting for training purposes. The second representative's role will be limited to observation and note-taking. Any additional representatives the Employer allows to be present will be similarly limited.

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

D. The Parties commit to discuss at the LMC a potential trial of the Union providing representation during meetings involving delivery of termination decisions.

ARTICLE XX – GRIEVANCE AND ARBITRATION

XX.01. A grievance is defined as a complaint against the Employer involving the meaning, interpretation or application of this Agreement.

XX.02. 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.

Nothing in this Agreement shall be construed to limit or replace an employee's right to seek remedies through governmental agencies or the Courts.

XX.03. 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.

Any step in this the grievance process described in this Article may be by-passed only by mutual written 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.

XX.04. Once a formal grievance has been submitted, the Employer may not address or question the grievant regarding the grievance without the participation of the Union Representative.

XX.05. Step Process

A. STEP 1 – Direct Supervisor or Manager

A grievance must be presented in writing by the Union representative within thirty (30) calendar days of the incident or occurrence giving rise to the grievance or the date the employee actually or reasonably should have gained knowledge of such incident or occurrence. The grievance shall be presented to the grieving employee's **Direct Supervisor or Manager**, or designee, and shall identify the issue being grieved, the provision(s) of the Agreement(s) has allegedly been violated, if any, 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 1 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.

B. STEP 2 – Associate Director

A grievance that is advanced to Step 2 shall be presented in writing to the grievant's Associate Director, or designee, and will identify the issue being grieved, the provision(s) of the Agreement(s) has allegedly been violated, if any, and the remedy sought:

1. The Associate Director (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 Associate Director (or designee, who shall not be a lower level of management) 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.

C. 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) has allegedly been violated, if any, 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 sixty (60) calendar days after the date of the Step 3 written decision, the grievance will be deemed concluded and precluded from further appeal.

D. STEP 4 – Mediation - Arbitration:

1. 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.

2. 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 Appendix B. If the parties do not mutually agree, the Union shall first strike one name from the agreed upon list in Appendix B, 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 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 (Appendix B) 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 XX – ARTIFICIAL INTELLIGENCE

XX.01 Definitions

A) 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.

B) Generative AI technology is a subset of AI tools that create content including natural language text, computer code, images, video, or audio by leveraging large language models as a core function. Examples include, but are not limited, to Google Imagen or Adobe Creative Cloud AI tools.

XX.02 The parties acknowledge that AI tools may be useful in the game development process to support human judgment and creativity and that AI-assisted workflows remain subject to appropriate human control and review for accuracy and quality.

XX.03 The LMC will regularly discuss AI as it relates to bargaining unit work, including discussion of potential opportunities and impacts AI tools may have on the workforce.

XX.04 In circumstances where the implementation of AI technology may materially impact work performed by bargaining unit employees, the Employer shall provide notice to the Union and upon request bargain the impacts.

XX.05. To facilitate effective use of AI, the Employer will provide necessary training and resources for bargaining unit employees who utilize these technologies as part of their roles.

XX.06 The parties acknowledge that the technologies subject to this Article are continually evolving and that discussion pursuant to this Article are subject to appropriate confidentiality arrangements.

ARTICLE XX – TEMPORARY ASSIGNMENTS (QUALITY ASSURANCE AND ADMINISTRATIVE EMPLOYEES)

XX.01. This Article pertains only to Quality Assurance and Administrative bargaining unit employees.

A) At the Employer's discretion, bargaining unit employees may be offered an opportunity to move into a temporary assignment ("TA") in a different job title and/or department and return to their regular bargaining unit position when the temporary assignment is complete. Temporary assignments must be offered in writing with a description of the job title and the key responsibilities, tasks or functions assigned, and accepted and will proceed only upon agreement from both the Employer and the bargaining unit employee. The Employer will provide the Union with a copy.

B) TAs shall not exceed six months unless there is an agreement between the Employer and the Union to extend.

C) In the event the Employer determines the bargaining unit employee is unable to meet the expectations of the TA, or the TA is no longer needed, the Employer will provide 14 days' written notice of early release from the TA and the expected date of their return to normal duties. The bargaining unit employee will continue to receive the TA bonus for the entire 14 day notice period, even if normal duties are resumed sooner.

D) In the event the bargaining unit employee chooses to be released from the TA prior to the stated end date, the bargaining unit employee will provide 14 days' written notice for early release from the TA. The Employer will determine the expected date of their return to normal duties. The TA bonus will stop once the bargaining unit employee resumes their normal duties.

E) TA Pay: Bargaining unit employees shall be paid a \$125 bonus for each full week of their TA on the regular payroll cycle.

XX.02. If a bargaining unit employee lacks the technical skills to perform the TA, they will be returned to their prior assignment pursuant to Section D of this Article.

ARTICLE XX – EMPLOYEE RIGHTS TO INTERNAL JOB APPLICATIONS

1. When a newly created U.S. based job opens in a non-supervisory, non-managerial, and non-confidential regular full or part time position within the Employer, the Employer shall post job(s) in a centralized internal location no later than when posted publicly.

2. Bargaining unit employees must have successfully completed 1 (one) year of employment and be in good standing, defined for the purposes of this Article as not

being issued discipline within the previous 12 months, to be eligible for screening for an open internal role. This eligibility requirement may be waived at the discretion of management.

3. Bargaining unit employees are encouraged to seek out opportunities to gain experience and advance within the organization. To apply for a new role, bargaining unit employees should utilize the internal career site.

4. All candidates within the bargaining unit who were interviewed for an internal position and were not selected for the position will be notified that the position is filled and have 15 business days to request explanation of the decision and barring extenuating circumstances, such requests shall be honored within 15 business days. If they were not interviewed, candidates may request feedback from the recruiter or HR and are encouraged to discuss this feedback with their Supervisor/Manager as part of their professional development objectives. The decision to interview or hire into any role is at the discretion of the Employer.

5. If within thirty (30) calendar days of starting a new internal position a bargaining unit employee requests to return to their previously held position, they must inform their current Manager and previous Manager in writing of their interest to return. If the position the bargaining unit employee previously held is still vacant and has not been offered to anyone else, the Employer will consider the request and may return the bargaining unit employee to their previously held position at the Employer's discretion. If the Employer denies the request to return, the employee may request feedback on the denial and the Employer will respond to such requests within a reasonable time period.

ARTICLE XX – TRANSFER

If the Employer desires to transfer bargaining unit employees between games or departments, it may do so. The Employer will notify the Union of any such moves within thirty (30) days of enacting them. Such transfers may involve movement to other existing bargaining units or no bargaining unit. This subsection does not apply to transferring a bargaining unit employee to another physical location.

ARTICLE XX – EMPLOYEE MOBILITY

The parties acknowledge that Blizzard's game development needs change over time due to business-related reasons including but not limited to product and project ramp-ups and ramp-downs, changing player habits and production needs, and evolving technologies. The parties further acknowledge that internal employee mobility practices benefit employees by increasing opportunities for continued

employment, career growth, skill development, exposure to new work, and access to opportunities, while supporting the Employer's ability to match talent to business needs and maintain operational flexibility.

A) Ramp-Down and Redeployment Opportunities.

When a project ramps down or changes scope, the Employer may explore potential opportunities for affected employees elsewhere within Blizzard. The Employer in its discretion shall determine whether to deploy such employees for potential opportunities and in doing so may consider any relevant factor including available work, employee qualification and skills, performance, role requirements, and any other business or operational need.

B) Temporary and Other Assignments

The Employer may make temporary assignments, special-project assignments, or assignments related to similar opportunities where business needs support doing so. Such opportunities may provide employees benefits including exposure to different work, teams, tools, projects, or career pathways. Employees assigned pursuant to this paragraph shall receive an explanation of the purpose and estimated duration of the assignment. All aspects of such assignments including selection, terms, duration, pay treatment, reporting structure, return arrangements, and continuation of the assignment remain at the Employer's discretion unless otherwise expressly provided in the Agreement. Employees on temporary assignment will remain within their current bargaining unit and collective bargaining agreement for the duration of the assignment, absent extenuating circumstances. Such assignments may not be used as evidence in a representational dispute.

C) In advance of the exercise of Article XX.02 – Reductions in Force, the Employer shall make efforts to identify opportunities and assignments pursuant to the above sections A and B, respectively. The previous sentence shall neither require the Employer to engage in such efforts within a predetermined period prior to notice of a reduction in force nor require that the Employer proceed with any assignment or redeployment.

D) Employer decisions made and/or efforts to identify opportunities or assignments subject to this Article are not subject to Article XX (Grievance and Arbitration) and the Employer shall not in any event be required to produce privileged or confidential records or information evidencing such actions. With respect to such actions, the previous sentence does not impact the Union's ability to file grievances that are contemplated under other provisions of this Agreement.

ARTICLE XX - PROFESSIONAL DEVELOPMENT

XX.01 Annual Review of Performance

Managers shall meet with each bargaining unit employee who reports to them, at least once a year, absent extenuating circumstances, to discuss the bargaining unit employee's performance over the previous year and review their progress toward goals. The review shall consist of feedback on different areas of the employee's work activities such as, skills assessments, identifying strengths, areas of growth opportunities, advancement opportunities, and professional development. The evaluation shall be in writing and employees shall have the opportunity to respond to it in writing on the evaluation form.

XX.02 "One-on-Ones"

The Employer shall ensure one-on-one meetings are held at an appropriate cadence with each employee. The purpose of these one-on-ones is to provide Employees with an opportunity for open-ended discussion. Bargaining unit employees may document a summary of the meeting and share it with their supervisor. If an employee is assigned to a new Supervisor, a one-on-one will be held between that Supervisor and each employee who reports to them within 21 business days barring extenuating circumstances.

XX.03 Professional Development Plan

Both the Employer and the Union have a strong interest in the continuous process of employees acquiring new knowledge and skills that relate to their current and potentially-future job responsibilities. It plays a key role in retention and maintaining trained, informed, and motivated employees.

Bargaining Unit Employees may request a meeting with their supervisor to prepare an annual Professional Development Plan ("PDP"). 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, 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.

In addition, bargaining unit employees that are not eligible for XX.02(B) below are encouraged to pursue professional development opportunities. Such Employees may discuss with their manager what opportunities may be conducted during normal business hours with manager approval.

XX.04 Training and Mentorship

A) If the Employer requests Employee attendance and/or participation in a program or conference, the Company shall cover all expenses in accordance with the Business Expenses provision of this Agreement.

All training and conferences attended at the Employer's request outside of regular working hours shall be considered time worked for non-exempt employees (i.e., paid time).

B) Quality Assurance Employees may request up to two one-hour blocks of paid time per month to pursue self-directed learning opportunities that relate to their role or other game development skills or to work with a mentor agreed upon by the Employee, their supervisor and the mentor.

To use this time, the Employee should submit a written detailed request to their supervisor and the timing will be scheduled in coordination with the Employee and their supervisor.

C) The Employer will provide the following two training programs for Quality Assurance Employees, and upon completion of each program the Employee will receive a one-time \$3,000 bonus:

- i. ITSQB Foundation and Certification – bonus eligibility requires passing the ISTQB exam. The employer will cover the cost of one attempt at taking the exam; or
- ii. QA Core Curriculum – bonus eligibility requires completion of all classes.

D) The Parties shall collaborate on maintaining and improving the Employer's training and mentorship programs through their Labor Management Committee.

ARTICLE XX – JOB ADVANCEMENT

Promotions are not guaranteed or automatic. Promotions shall be offered to employees, at the Employer's discretion and based on business need, considering the criteria below and other relevant criteria:

General Employee Competencies:

- A) Demonstrates proficiency in the work areas required for the position.
- B) Consistently performs quality work
- C) Demonstrates accountability for the work performed in their current position

D) Demonstrates they have the aptitude to do the work of the more advanced position through their regular work.

ARTICLE XX – CREDITING

Except as provided below, current and former Employees shall be credited by name for their contributions to any video game that ships with credits pursuant to the Employer's current crediting policy and/or practice. Furthermore, Employees will be credited by their preferred name. In the event a current Employee updates their preferred name with Human Resources, upon request, the Employer will then update the in-game list of credits during the next, regularly-scheduled credit update if such an update exists. During the term of this agreement, if Employer wishes to change the crediting policy and/or practice, the parties will meet and bargain any impacts upon request. Employer will give the Union at least sixty (60) days' notice prior to any change in the Crediting Policy.

ARTICLE XX – HYBRID WORK

XX.01. In-Office Work Requirement

Bargaining unit employees may be required to report to their assigned Blizzard office as part of a Hybrid work schedule. Employees may be required to work in the office up to three (3) days a week, which shall normally be Tuesday, Wednesday, and Thursday each week. Employees who request or are required to work in-office shall be provided with a workspace/desk at the Employer's offices.

XX.02. Request to Move Office Location

Employees who would like to move to a different office location will contact Human Resources. The Employer will respond within ten (10) business days. The Employer will determine in good faith whether or not it will honor the request based on team and business needs and inform the bargaining unit employee of the outcome. Arrangements for the timing of the transfer will be discussed between HR and the Employee.

Employees are responsible for the relocation costs of any voluntary relocations.

XX.03 Disability Accommodations

Nothing in this Article shall interfere with employees' rights to any Disability Accommodations as provided by law or Article XX of this Agreement.

XX.04. Long-Term Fully Remote Work Arrangement Request Process

Employees that wish to apply for a Long Term Fully Remote Work Arrangement ("Fully RWA") must do so via the Employer's formal approval process.

Fully RWAs are not guaranteed or automatic and shall be offered to bargaining unit employees, at the Employer's discretion and based on business need, and in good faith, considering the criteria below and other relevant criteria:

- A) Employee's role must not require physical presence in an office location.
- B) Employee's role must be able to be productively performed (and outputs measured) at the employee's designated remote work location.
- C) Employee must be in good standing.
- D) In the past three years, Employee must not have been subject to a performance improvement plan or performance related discipline.
- E) Employee must have sufficient and demonstrable experience and skill level to complete work assignments and responsibilities without direct manager supervision.
- F) Employee must be demonstrably able to work effectively with their manager to ensure effective management of remote work scenarios.
- G) Fully RWA must not be disruptive to team productivity or otherwise negatively impact the team.

Notwithstanding the considerations above and in addition to any other company discretion, the Employer may approve Fully RWA status at its discretion.

Employees who are approved for a Fully RWA must enter into and comply with the terms of the Company's Telecommuting Agreement. Failure to do so will result in the Fully RWA being denied or rescinded, as applicable. The Employer may in its discretion reassess approval decisions hereunder for Employees that are unable to maintain satisfaction of the applicable criteria, up to and including revocation. If Employee is required to relocate due to a rescission under this provision, the Employee will be given at least 90 days to effectuate the move.

In cases where Employees with Fully RWA status cannot work remotely in a secure location for reasons outside of their control (e.g. power outages, inclement weather, natural disasters), Employees will make a good-faith effort to find a secure working location and contact the Employer to come to a suitable arrangement.

XX.05 Hybrid and Remote Work Reimbursements

- A) Bargaining unit employees shall be eligible for monthly reimbursement of approved hybrid work expenses, including internet and phone service, up to one hundred dollars (\$100) per month. Provided such employees timely submit an

expense reimbursement request, including appropriate support for the reimbursement. When determining the appropriate amount to expense, bargaining unit employees should consider how much of their usage was for business purposes.

B) Bargaining unit employees that are newly hired at the Employer will be eligible for a one-time reimbursement for home office equipment, with a maximum amount of six hundred and fifty dollars (\$650).

ARTICLE XX – CONTRACTING

XX.01 The Employer may utilize contractual arrangements. However, the Employer must not utilize any contractual arrangement that is the basis for an Employer-initiated involuntary termination of bargaining unit roles that performed work that is identical or substantially identical to the work subject to the contractual arrangement (“Contested Arrangement”). The Parties agree that, following a layoff, the Union’s right to file a grievance over the termination of such bargaining unit roles and/or related Contested Arrangements under this Article will be extinguished at the end of the applicable recall period related to the work in question. Any contractual arrangements entered into more than twelve (12) months prior to the termination identified in the second sentence of this Paragraph are not subject to this Article.

XX.02 Grandfathering. Existing contractual arrangements are not affected by XX.01.

XX.03 New contractual arrangements for unrelated projects are not affected by XX.01.

XX.04 With respect to the exchange of information relevant to Contested Arrangements, the Employer shall provide upon request a detailed description of the scope of work, the bargaining unit and project for which the work is related (if applicable), the name and location of the entity with whom the Employer is contracting, the approximate number of employees engaged in that work and their job titles. Additional details may be provided at the discretion of the Employer, however the Union retains its right to request additional relevant information on a case-by-case basis.

ARTICLE XX - WORKPLACE TRAININGS

Bargaining unit employees will be trained by the Employer at least annually on all appropriate discrimination and harassment reporting systems and will be paid for the time spent attending Company trainings. The employer will endeavor to provide additional training to managers of bargaining unit employees.

No less than annually, a representative of the bargaining unit and representative of management will meet and discuss the content of the Employer's discrimination and harassment training, including any concerns and/or proposed changes from the bargaining unit. Final decisions on the content and/or timing of Employer provided training shall rest with the Employer.

ARTICLE XX – WORKPLACE INTEGRITY STANDARDS

Any investigation of a reported allegation of discrimination or harassment shall, at a minimum, include:

1. An opportunity for the impacted bargaining unit employee to have their complaint investigated by a member of the Workplace Integrity Team;
2. Access for the impacted bargaining unit employee to then-available counseling and/or other support services or benefits provided by the Employer;
3. At least one check-in with the impacted bargaining unit employee during the investigation of the complaint for the purpose of discussing the impacted bargaining unit employee's perception of the complaint and/or investigation; and
4. At the closure of the case, the impacted bargaining unit employee will be provided with instructions regarding how to escalate any new concerns or concerns of retaliations.

Article XX – Safety and Health

XX.01. The Employer shall be in compliance with all local, state, and federal workplace safety and health laws and regulations.

ARTICLE XX –DISABILITY ACCOMMODATIONS

Consistent with law and this Article, the Employer will 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, regarding equal opportunity in compensation, terms, conditions, or privileges of employment for persons with disabilities.

To apply for a reasonable accommodation for medical needs or disabilities that will allow an employee to perform the essential functions of their job, a bargaining unit employee must request, complete, and submit a Reasonable Accommodation Request Form to the Accommodations Team.

Accommodation requests involve an interactive process. After submitting the appropriate forms, the Employer shall engage with the bargaining unit employee regarding the accommodation request.

The Employer may require the requesting bargaining unit employee to provide supporting documentation 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 not be unnecessarily burdensome and shall consist of only documentation that is necessary.

Employees may request to work remotely during the accommodation process if the Employee cannot reasonably perform the essential functions of their job in the office until a final determination is made as long as they actively engage in the interactive process and provide required documentation in a timely manner. The Employer shall consider such requests. Neither the grant nor the denial of remote work under this section will be relevant to or part of the ultimate outcome of the interactive process.

The Employer will provide the employee requesting the accommodation with regular updates. Final determination regarding accommodation requests will be communicated in writing and in a timely manner with an explanation of the particular accommodation or any denial.

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 XX – HEALTH AND WELFARE BENEFITS

XX.01 Health and Welfare Benefits

Medical, Dental, and Vision, basic Life Insurance, and basic Disability benefits (not including any supplemental benefits) shall be offered to eligible bargaining unit employees. If the Employer determines that amendments or changes to the carrier, eligibility, copays, co-insurance amounts, enrollment, coverage levels, plan design or other material changes to the benefits or plans are necessary, either by law, by any

benefits vendor's requirements, or for any other reason, the Employer shall provide notice in a timely manner to the Union and bargain the impacts upon request.

XX.02 Health Savings (HSA)

The Employer shall fund each Employee's Health Savings Account with at least \$250 each year for any Health Care Plan eligible for an HSA option if the employee is eligible.

XX.03 Wellness Credit

The Employer shall continue to provide access to the Healthcare benefit program Castlight, or an equivalent program, for the duration of this contract.

XX.04 Other Benefits

The Employer shall maintain the following benefits offerings in effect as of the date of ratification in the same or substantially similar form through the life of this Agreement. If the Employer intends to modify that benefit offering to the detriment of Employees, the Employer shall provide reasonable notice to the Union and a meaningful opportunity to bargain, upon request, over the impacts of the modification prior to implementation.

- A) Fertility Treatment from Kindbody
- B) Adoption/Donor/Surrogacy Reimbursement

ARTICLE XX – RETIREMENT SECURITY

The Employer shall continue to provide a 401(k) plan and shall automatically enroll each bargaining unit Employee within thirty (30) days of execution of this Agreement if the Employee does not already have an account and any newly hired employee within thirty (30) days of hire. All new employees will be enrolled with an initial default employee deferral of one percent (1%). The employee may subsequently opt to increase or decrease their contribution amount anytime thereafter in accordance with the plan documents. If the Employer's 401(k) plan changes, the Employer will notify the Union with a minimum of sixty (60) days advance notice and bargain any impacts.

The Employer shall contribute the equivalent of twenty-five percent (25%) of the employee's pre-tax or Roth contribution up to the IRS maximum allowable contribution.

The full value of both employer and employee contributions shall be one hundred percent (100%) vested from the time they are deposited.

ARTICLE XX – EMPLOYEE STOCK PURCHASE PLAN (ESPP)

Microsoft's Employee Stock Purchase Plan ("ESPP") shall be offered to eligible bargaining unit employees so long as Microsoft continues to make the ESPP available to Blizzard Entertainment employees. If Microsoft determines material changes are needed to the ESPP due to legal, operational, or other reasons, the Employer will give the Union as much as advance notice as possible and negotiate impacts upon request.

ARTICLE XX – HOLIDAYS

XX.01 All employees shall be granted the following holidays as paid time off.

New Year's Day
Martin Luther King Jr. Day
President's Day
May 1
Memorial Day
Juneteenth
Independence Day
Labor Day
Thanksgiving
The day after Thanksgiving
Winter Holiday Break

Holiday pay for non-exempt Employees 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.

XX.02 The Employer may require that employees work on a recognized holiday.

Non-exempt Employees who work on a holiday, except flexible holidays, shall be paid at time-and-one-half (1.5x) of their base hourly rate for each hour worked on the holiday in addition to the holiday pay. Supervisor approval is required before working on a holiday.

In recognition of the longstanding practice of the game team, exempt bargaining unit employees who are required to perform work on a holiday, except flexible holidays, shall be permitted upon prompt request to work with their manager on an appropriate schedule adjustment to be scheduled with manager approval.

XX.03 Generally, a recognized holiday that falls on a Saturday will be observed on the preceding Friday and a recognized holiday that falls on a Sunday will be observed on the following Monday.

XX.04 If a recognized holiday falls during an eligible employee's paid absence, holiday pay will be provided instead of the Employee having to utilize a day of paid time off for the Holiday.

XX.05 The Employer will observe a Holiday Break between December 24 and January 1st during which employees shall receive regular pay for each weekday not worked. If New Year's Day falls on a Saturday or Sunday, it shall not be considered a paid Holiday under this Article.

XX.06 In addition to the holidays recognized above, Employees are provided two (2) flexible holidays each year. Flexible holidays are granted on the first day of each calendar year or upon hire. Those hired on or after July 1 receive one (1) flexible holiday for that calendar year. Flexible holidays must be taken in eight-hour increments and may not be carried over to any subsequent calendar year.

XX.07 It is understood that the Employer may provide other days off with pay in addition to the holidays listed above. Employees covered by this agreement will be afforded the same additional paid days off as non-represented employees assigned to the same project (i.e. in addition to those listed in this Article) as approved by the Department Head.

ARTICLE XX – VACATION

XX.01 Vacation Accrual.

Paid time off is provided to Employees to use for vacation, rest and relaxation, and personal pursuits.

All regular full-time Employees shall accrue up to 160 hours of vacation time total per calendar year on a prorated basis at the end of each pay period. Accrual balances are capped at 280 hours. Employees may carry-over up to 280 hours of vacation time each year.

Vacation is paid at the Employee's base rate of pay at the time of absence. Vacation balances shall be paid out to separating employees regardless of the reason for separation or notice provided. Vacation payout amounts shall be based on the Employee's pay at the time of separation.

XX.02 Scheduling Vacation.

The Employer will maintain its current policy regarding the manner in which

bargaining unit employees schedule vacation. The Employer shall provide 30 days' notice to the Union regarding any changes to the policy, and upon request, negotiate the impacts of the change. In addition to the requirements in the policy in relation to scheduling vacation, the following parameters apply:

- 1) Vacation requests shall not be unreasonably denied.
- 2) A bargaining unit employee who utilizes their approved time off shall not be reprimanded, disciplined nor discriminated against for such usage.
- 3) Once a Vacation request has been approved it cannot be rescinded by the Employer.
- 4) Bargaining unit employees shall always have the option to withdraw their vacation requests including voluntarily as a result of a request from the Employer for extenuating business reasons.

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

ARTICLE XX – HEALTH TIME

XX.01. All bargaining unit Employees receive eighty (80) hours of paid Health Time at the beginning of each year.

Unused Health Time accumulate year to year up to a maximum Health/Wellness Days balance of four hundred, eighty (480) hours. If the Employee's benefits reach this maximum, further accrual of health leave benefits will be suspended. If a rollover cap is not permitted by law for a bargaining unit Employee, the Employee will be subject to an annual use cap of up to 480 hours. The Employer may reduce the rollover or use cap with 30 days' notice to the Union and bargaining over the effects and timing of the change. Employees will maintain at least as much of a rollover or use cap as non-represented employees.

Bargaining unit Employees will continue to be part of the Employer's Health Time gifting program for co-workers.

XX.02. Bargaining unit employees who have a start date on or after January 1st of year will receive a one-time accrual based on their start date, per the below schedule:

Date of Hire	Health Hours Received
Jan, Feb, Mar	80
Apr, May, Jun	72

Jul, Aug, Sep	64
Oct, Nov, Dec	56

XX.03. Usage Details. Health leave may be taken for any purpose permitted by law, including preventative care or care of an existing health condition (physical health or emotional health) for bargaining unit employees or their family members, or for specified purposes if such employees are a victim of domestic violence, sexual assault, or stalking. Preventive care would include annual physicals or flu shots. Bargaining unit employees may use health pay for partial day absences due to doctor's office visits.

XX.04. Purpose. For the purpose of paid health leave, family members include the bargaining unit employee's parent, parent-in-law, child, spouse, registered domestic partner, grandparent, grandchild, and sibling, or other family member covered by applicable law.

XX.05. Requesting Health Time. Health time may be taken in any increment of time.

XX.06. Reporting Requirements.

Bargaining unit employees who are unable to report to work due to health leave or illness or injury must notify their direct supervisor before the scheduled start of their workday if possible. If the need is foreseeable such employee must give reasonable advance notice, but where the need is unforeseeable the employee need only give notice as soon as practicable. Bargaining unit employees must also contact their direct supervisor on each additional day of absence.

If a bargaining unit employee is absent for three (3) or more consecutive days due to illness or injury, a physician's statement may be required to verify the illness or injury and its beginning and expected end dates. Before returning to work from a health leave absence of three (3) calendar days or more, a bargaining unit employee may be asked to provide a physician's verification to their supervisor stating that they may safely return to work.

XX.07. Payment of Health Time. Health leave benefits will be calculated based on the bargaining unit employee's base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, or bonuses. As an additional condition of eligibility for health leave benefits, a bargaining unit employee on an extended absence must apply for any other available compensation and benefits, such as workers' compensation. Health leave benefits will be used to supplement any payments that a bargaining unit employee is eligible to receive from State Disability Insurance, Workers' Compensation, or the Company- provided disability insurance programs. The combination of any such disability payments and health leave benefits cannot exceed the employee's normal

weekly earnings.

XX.08. Benefit at Time of Termination. Unused health leave benefits will not be paid to bargaining unit employees upon termination of employment.

ARTICLE XX – PARENTAL SCHOOL AND ACTIVITY LEAVE

The Employer and the Union recognize the value of parental involvement in children's education. Bargaining unit employees working in California will be entitled to parental school and activity leave in accordance with California law. Bargaining unit employees not working in California will be entitled to 24 unpaid hours of parental school and activity leave in accordance with Massachusetts law if Massachusetts law offers more parental school leave than the bargaining unit employee's state of residence.

ARTICLE XX – LEAVES OF ABSENCE

XX.01 In General. All Leaves of Absence shall be applied in accordance with the Leaves of Absence and Time Off Policy attached to the CBA as **Appendix C**, except as specifically augmented or amended below. If changes to the items in **Appendix C** are needed to comply with the law, the Employer may make the necessary changes.

ARTICLE XX – UNION LEAVE OF ABSENCE

XX.01. A Union Leave of Absence ("ULOA") is statutorily unprotected time away from work for purposes of serving as an elected official of the Union (e.g. secretary-treasurer of a local, vice president of the international union). The Union may request one employee from the bargaining unit be placed on ULOA and no more than one employee may be on ULOA at any given time. Such request must be received by a Labor Relations representative with copy to the employee's manager and human resources representative with forty-five (45) days' notice prior to the requested start date of the ULOA. Such notice must include the requested employee's name, start date and end date. An employee on ULOA has no right to retain access to Employer property or systems but may exercise access rights as defined in Article XX (Union Rights and Activities).

An employee's initial ULOA may not exceed twelve (12) consecutive months and must be served consecutively. The Employer shall, subject to operational needs, determine and communicate as soon as reasonably practicable whether the ULOA is approved and the length of time, including start and end date, for which the employee may be on ULOA.

The Employer given extenuating circumstances may recall an employee on ULOA upon two weeks' notice to the Union, provided that the employee may return to ULOA status upon the Employer's determination that such circumstances have been resolved.

XX.02. Extension Requests.

The Union may request extension of an approved ULOA. The Union shall submit such request no later than thirty (30) days prior to the approved end date. The Employer in its discretion may approve or deny such request.

XX.03. Pay and Benefits During ULOA.

A bargaining unit employee on ULOA shall maintain their continuous service for the duration of the leave. For the first twelve (12) months of ULOA the employee will continue to receive wages and be offered medical, vision and dental benefits from the Employer. The Employer will submit an invoice to the Union on a monthly basis for reimbursement of all wages, benefit costs and Employer contributions, and payroll taxes, which the Union shall pay within 30 days of receipt. In the event the Union fails to comply with the previous sentence, the Employer may seek reimbursement with interest or recall the employee from ULOA.

Employees on ULOA shall neither accrue nor be permitted to use paid time off including vacation, holidays, and health time and do not have rights to leave or benefits not expressly identified herein, including but not limited to short or long term disability or access to the accommodations process. An eligible Employee on a ULOA who has worked during the bonus eligibility period (July 1st – June 30th) and remains employed either through their leave of absence or because such leave has ended and they have returned to work as of the date of the bonus payment, is eligible to receive their bonus. This bonus may be pro-rated based on the period worked. Time spent on a ULOA does not count as time worked for any purpose including accrual of paid time off, overtime, or bonus calculations.

XX.04. Returning From ULOA.

An employee returning from ULOA in a timely manner (i.e., on the next workday following its expiration) is entitled to reinstatement in the same or comparable position within the employee's bargaining unit (e.g., a position with the same wage and level of responsibility) in which the employee was employed prior to the leave if available. If the same or comparable position is not available in the employee's bargaining unit, the Employer shall determine whether other opportunities exist under **Article XX [Mobility]**. If no such opportunities exist the employee's employment shall be terminated subject to the provisions in **Article XX [RIF]**.

XX.05. Other ULOA Logistics.

The Parties shall engage in good faith discussions in an attempt to reach mutually-agreeable resolutions regarding specific ULOA terms or logistics not

expressly addressed in this Article. Such discussions shall be for the limited purpose of considering whether an administrative arrangement is appropriate under the circumstances and shall not require the Employer to approve any ULOA, agree to any specific term, extend or modify any ULOA, or grant any right or benefit not expressly provided in this Article. Such discussions will be at the Employer's or the Union's request and each Party is obligated to engage in them at the other Party's request once a year.

ARTICLE XX – IMMIGRATION ASSISTANCE, IMMIGRANT WORKERS' RIGHTS

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

1. Work Authorization and Reverification

The Employer shall not impose work authorization verification or reverification requirements for immigration compliance purposes greater than those required by law, although the Employer may participate in E-Verify at its discretion.

The bargaining unit member shall have the right to choose which work authorization documents to present during the verification or reverification process provided that such documents satisfy legal requirements.

In the event a bargaining unit member 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 in the bargaining unit if a bargaining unit position is available or becomes available within sixty (60) days. When a bargaining unit member returns to work following a "Termination-Work Authorization," company tenure 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.

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 member, for requiring a bargaining unit member to correct the no-match, or for re-verifying the bargaining unit member's work authorization. Upon receipt of a no-match letter, the Employer shall provide a copy of the notification to the bargaining unit member.

3. Change in Social Security Number or Name

Except as prohibited by law, when a bargaining unit member 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 member's seniority will not be affected.

4. Immigration Matters

Upon request, with fourteen (14) days prior notice, where the employee is reasonably able to do so, an employee may be released for up to three (3) working days per year during the term of the Collective Bargaining Agreement in order to attend appointments and court dates related to the employee's immigration status and citizenship. The employee will be required to use their available Paid Time Off or may take the time as unpaid. The Employer may require verification of such proceedings.

5. Except for U.S. Citizenship and Immigration Services on-site inspections required as a condition for participation in the H-1B or similar visa programs, the Employer shall not admit federal law enforcement to non-public areas of the workplace for purposes of immigration enforcement actions without a valid judicial warrant signed by a federal judge or magistrate.

ARTICLE XX – TUITION REIMBURSEMENT

The Employer shall maintain the Tuition Reimbursement Program in effect as of January 1, 2024, unchanged for bargaining unit members through the life of this Agreement.

ARTICLE XX – BUSINESS EXPENSES

The Employer shall maintain the existing business expense policies and practices in effect as of the date of ratification through the life of this Agreement. If the Employer intends to modify the business expense reimbursement policies and/or practices to the detriment of Employees, the Employer shall provide reasonable notice to the Union and a meaningful opportunity to bargain, upon request, over the impacts of the modification prior to implementation.

ARTICLE XX – UNPLANNED CLOSINGS & INCLEMENT WEATHER

1. Unplanned Closing.

If the Employer chooses to temporarily close the reporting location of Employees for any reason (e.g. power outages, inclement weather, natural disasters), the Employer shall notify employees promptly via phone call, text, personal email, or any other notification system and Employees shall work remotely if possible.

If the Employer chooses to close the office early for any reason and the Employee cannot work remotely for reasons outside of their control (e.g. power outage), Employees will be paid for their full scheduled shift for that day.

2. Inclement Weather or Security Concerns.

If travel by an Employee's regular method of transportation to work is not recommended, by federal, state, or local authorities due to inclement weather, natural disasters or security concerns and an Employee is scheduled to work in office, they shall have a choice of working remotely, being excused unpaid for the day, or utilizing any available vacation, health time, or flexible holidays.

Article XX – Reductions in Force

XX.01 Voluntary Separation Plan

The Employer may elect to offer a voluntary separation plan ("VSP") to all or a subset of bargaining unit employees. A bargaining unit employee's decision to opt-in and apply for a VSP is entirely voluntary.

The Employer retains sole discretion for accepting applications. In accordance with applicable laws, once the Employer accepts an application, the offer and acceptance become irrevocable, and the employee is deemed to have resigned. Following acceptance, the Employer will provide bargaining unit employees with the severance benefits provided below in Section 3 of this Article at a minimum. In accordance with applicable laws, severance payments will be due within forty-five (45) days of the date the Employee returns all Employer property and complies with all separation requirements.

The Employer, at its sole discretion, may offer increased severance or additional incentives as part of a VSP offer. An employee who is on approved leave of absence shall be eligible for the VSP benefits on the same terms as other employees in accordance with this Article.

A bargaining unit employee who has submitted their intent to resign from their role prior to the VSP being offered will not be eligible to participate in the VSP. A VSP enrollment period shall be open for no less than 14 calendar days. The Employer shall not discriminate against any Employee for submitting an application for a VSP.

If a bargaining unit employee's valid VSP application was not accepted within the past twelve (12) months and the position is subsequently identified for reduction in force, the bargaining unit employee shall receive the VSP Severance benefits that were previously offered in lieu of the RIF severance benefits.

XX.02 Reductions in Force

A) When the Employer determines a reduction in force is necessary for bargaining unit employees, the Employer shall provide 60 days' notice (the "Continuation Period") to the impacted bargaining unit employees and the Union or pay 60 days of base pay in lieu of the Continuation Period. If a bargaining unit employee is terminated for cause during the Continuation Period, which includes failure to comply with Employer policies or requirements, they will lose all benefits provided under this Article. The Employer reserves the right to restrict access to the workplace and physical or electronic resources to impacted bargaining unit employees.

B) The Employer shall consider the following when determining which employees will be impacted by layoffs:

- i. The specific work assignment, project, and/or role.
- ii. Specific employee skillsets and strengths.

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

- i. Upon request, the Employer and the Union will meet within two weeks of notification of the reduction in force to begin effects bargaining including, but not limited to, alternatives to layoffs, ways to reduce the overall numbers of employees impacted, and/or means to mitigate the effects.
- ii. During the Continuation Period, the Employer will provide the Union with a list of any job vacancies at Blizzard.
- iii. Resigning from employment for a new job or other reasons. During the Continuation Period, impacted bargaining unit employees may immediately end their employment by activating the severance benefits listed below. Impacted bargaining unit employees are not barred from accepting employment at another company during the Continuation Period and doing so will end the bargaining unit employee's Continuation Period. If an impacted bargaining unit employee activates their severance benefits during the Continuation Period, they will forfeit the remainder of their Continuation Period benefits but will retain post-termination severance benefits.

- iv. Prior to or contemporaneous with the delivery of the notice identified in the first sentence of this Section XX.02(A), or prior to the end of the Continuation Period, the Employer shall consider in good faith whether business needs necessitate deployment of the VSP process identified above in Section XX.01 of this Article to all or a subset of all bargaining unit employees. The remedy for disputes processed under Article XX [Grievance and Arbitration] regarding the Employer's failure or refusal to exercise rights referenced in this Paragraph shall be limited to the enforcement of the provisions of this Article and shall not affect the Employer's right to engage in a reduction in force and shall not in any event result in an order requiring reinstatement of or backpay for any employee impacted by such reduction.

XX.03 Severance Benefits

A) Employees whose position has been eliminated shall receive the following severance benefits:

- i. The equivalent of one week of pay for every six months of employment, with a minimum of four weeks and a maximum of thirty-nine (39) weeks of pay reduced by any paid calendar weekdays for which the employee was paid for continued employment during the Continuation Period (if applicable). Any such reduction will not lower the severance payments below four weeks of base pay following the employee's termination date.
- ii. Fully subsidized COBRA premiums for benefits continuation for up to 6 months, subject to timely enrollment. This coverage excludes premiums for flexible spending account coverage.
- iii. Unused and accrued Vacation Time will be paid upon separation.
- iv. 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.
- v. Access to vendor-provided outplacement and career transition services for sixteen (16) weeks.

B) An employee who is on an approved leave of absence during a layoff in which their position would be affected shall be eligible for severance benefits in accordance with this Article. Additionally, bargaining unit employees who are on an approved, short-term medical leave, as determined by the Employer, at the time of notification of the reduction in force shall be entitled to finish their existing medical leave based

on the return to work date in the Employer's records as of the notification date. No additional compensation or benefits will be provided to the bargaining unit employee beyond what they otherwise would have received for such leave period.

C) If the bargaining unit employee is rehired by the Employer or any affiliated company within the period of time covered by their severance payment, after receiving severance pay, the Employer may require repayment as a condition of rehire, to repay that fraction of severance pay equal to (1) the period of time for which the bargaining unit employee received severance pay less the period of time between the Termination Date and the rehire date, divided by (2) the period of time for which the bargaining unit employee received severance pay. Repayment may only be required where the Employer (or affiliated company) bridges or restores the employee's prior continuous service date upon rehire. Employees who otherwise would be required to pay back a signing bonus or relocation benefits if they had left employment voluntarily shall not be required to do so as the result of a layoff.

XX.04 Recall Rights

Employees impacted by a reduction in force that are otherwise eligible for rehire shall retain recall rights beginning on the date of the delivery of the notice identified in the first sentence of this Section XX.02 and expiring twelve (12) months after the end date of employment. Such employees, if qualified in the discretion of the Employer, when exercised in good faith, shall be placed on a Recall List and recalled by their same job title and level within the team to which they are assigned within the bargaining unit under the following provisions. Where more than one employee on the Recall List is qualified for the same opening, the Employer may select among those employees based on its assessment of their qualifications, skills, experience, and business needs.

A) Once notified of a recall, employees will have up to five business days to decide whether to accept or decline the offer to return. If the Employee declines an offer to return to work in their previously held job title or a higher-paid position, the Employee forgoes any future right to recall. Bargaining unit employees must be able to pass all regular pre-hiring background checks or other qualifications and be available to return to work on the Employer's schedule.

B) An Employee who is recalled will be required to repay their severance under the terms outlined above, if applicable. The Employee may negotiate a payment plan with the Employer, absent extenuating circumstances.

C) There shall be no hiring in the job title and level for which layoffs occurred until the recall list has been exhausted or recall rights have expired per the provisions of this Section. Notwithstanding the previous sentence, the Employer may seek a waiver from the Union to hire individuals who are not on the recall list and whose special experience, skill or qualifications are uniquely needed for business or game

development purposes. Waiver requests made in good faith by the Employer shall be granted.

D) The bargaining unit employee is responsible for keeping their contact information up to date with the Employer during the recall period.

E) Employees who would be required to relocate in order to be recalled into a vacant position with a location requirement shall be offered the Employer's standard relocation benefits package.

XX.05 Separation Requirements

All severance benefits provided under this Article shall be paid to the impacted bargaining unit employee in the form of a lump-sum payment no later than thirty (30) calendar days following the employee's completion of all separation requirements (including signing the company's standard separation and release agreement and return of all company equipment), unless otherwise required by applicable law.

ARTICLE XX – BETTER TERMS AND CONDITIONS

Nothing contained in this Agreement shall prevent any individual from directly negotiating and obtaining from the Employer better conditions and terms of employment than those herein provided. Further, the Union and the Employer agree that the Employer shall have the right to adjust compensation, conditions and benefits at the sole discretion of the Employer, but in no event less than the applicable minimum compensation, conditions and benefits provided herein.

ARTICLE XX – WAGES AND SALARIES

XX.01. The term "base rate" means an Employee's annualized base hourly wage or salary.

XX.02. Area Floor:

Area Floor	
Geo Tier 1	\$51,840
Geo Tier 2	\$57,600
Geo Tier 3	\$64,000
Geo Tier 4	\$70,400

When a bargaining unit employee is promoted to a higher classification, they will receive at least a six percent (6%) base rate increase.

XX.03. Annual Guaranteed and Merit Increases.

A) All bargaining unit employees will receive a guaranteed two percent (2.0%) increase to their base rate each fiscal year, effective at the same time Employer-wide annual merit increases are implemented. Bargaining unit employees that have received a base rate increase pursuant to Section XX.03 within the twelve (12) month period prior to the date the Employer determines annual merit increases may not be eligible for increases pursuant to this paragraph.

B) At the same cadence as the guaranteed annual increases, the Employer may give annual merit increases to bargaining unit employees at its sole discretion. The 2026 merit increases for bargaining unit employees scheduled to be implemented August 30, 2026, shall include an additional one and one-quarter percent (1.25%) increase to be effective as of the date of implementation of the merit increases.

C) When determining an employee's new base rate pursuant to this Article, the guaranteed increase described in Section XX.04(A) and any merit increase granted under this Section XX.04(B) shall each be calculated based on the employee's base rate in effect immediately before the annual increases are implemented. The increases shall be applied as a single combined adjustment, and neither increase shall compound upon, or be used to calculate the amount of, the other.

D) Effective the first pay period following ratification of this Agreement, any bargaining unit employee whose current base rate is below the Area Base Rate Minimum identified in XX.02 shall be adjusted upward to the appropriate wage rate. This is a one-time increase.

ARTICLE XX – OVERTIME

XX.01 This Article applies only to non-exempt bargaining unit employees.

XX.02 Overtime

A) Employees subject to this Article may occasionally be asked or required to work beyond their normally scheduled hours. If such employees work in excess of forty (40) in a workweek they shall be compensated at the overtime rate of one-and-a-half times (1.5x) their regular rate of pay for the hours worked over forty (40) in that workweek. Supervisor approval is required before working overtime.

B) No employee shall be negatively affected for declining to work voluntary overtime.

C) Excessive overtime is defined as time an employee works in excess of 60 hours in a single week and shall be paid at double the employee's regular rate of pay.

XX.03 Overtime Assignment

A) For quality assurance work only, the following procedure applies when the Employer needs bargaining unit employees to work overtime hours:

- i. the Employer will first (1st) request volunteers from the project to sign up for an overtime assignment.
- ii. If there are not enough volunteers from the specific project, then volunteers will be solicited from the rest of the bargaining unit.
- iii. If there are not enough qualified volunteers, the Employer may require overtime. Every effort will be made to equitably distribute overtime among those employees working on the specific project or possessing the specific skills needed.

B) For all other work, the following procedure applies when the Employer needs bargaining unit employees to work overtime hours:

- i. the Employer will first request volunteers from any Employee or Employees as determined by the Employer.
- ii. If there are not enough qualified volunteers, the Employer may require overtime.
- iii. In cases where an Employee or group of Employees performing the work is uniquely suited to complete it, the Employer may assign the overtime to those Employees.

C) The Employer will provide at least 7 calendar days' notice for overtime assignments, except when there is an urgent and unforeseen requirement for overtime work.

D) At supervisor discretion, Employees who have circumstances making working overtime on those days a particular hardship may be excused.

E) If the Employer cancels overtime work for a day outside the Employee's regular schedule less than 12 hours before the overtime work is scheduled, the Employer shall pay the Employee two hours' pay. This provision does not apply to instances requiring unplanned office closures.

F) Employees will not be required to work more than six consecutive days.

XX.04. The Employer agrees to comply with all applicable local, state, and federal laws and regulations.

ARTICLE XX – BLIZZBUCKS AND BLIZZARD KEYRING

XX.01 The Employer shall maintain the existing Blizzbucks and Blizzard Keyring practices in effect as of the date of ratification through the life of this Agreement. However, if the Employer intends to modify the practices identified in the first sentence to the detriment of Employees due to effects on such practices resulting from legislation or other legal process or material changes to the Employer's business models, the Employer shall provide reasonable notice to the Union and a meaningful opportunity to bargain, upon request, over the impacts of the modification prior to implementation.

XX.02 Microsoft's Game Key program shall be offered to eligible bargaining unit employees so long as Microsoft continues to make such program available to Blizzard Entertainment employees. If Microsoft determines material changes are needed due to legal, operational, or other reasons, the Employer will give the Union as much as advance notice as possible and negotiate impacts upon request.

ARTICLE XX – LUNCH SUBSIDY

XX.01 The Employer will provide an In-Office Lunch Allowance of \$18/day at the Austin[, Albany,] and Boston work locations for each day the employee works in-office.

XX.02 The Employer will maintain a subsidized cafeteria at the Employer's Irvine campus under the current terms and a \$5/day In-Office Lunch Credit for bargaining unit employees that work in that office usable in accordance with existing practice. If the Employer becomes aware that material changes are needed, the Employer shall provide notice in a timely manner to the Union and bargain the impacts upon request. The Employer shall not reduce the amount of the per Employee subsidy associated with the subsidized cafeteria unless it elects to eliminate the cafeteria. If the Employer elects to eliminate the subsidized cafeteria at its Irvine campus, bargaining unit employees shall be eligible to receive the In-Office Lunch Allowance provided in the first sentence and on those same terms.

ARTICLE XX – MOONLIGHTING

XX.01 In General. The Employer shall maintain its current side project (also known as moonlighting) policy and practices. During the term of this agreement, if Employer wishes to change its side project policy and/or practices, it will give the Union at least 60 calendar days' notice and, upon request, the parties will meet and bargain the impacts of any such change.

XX.02 Progress Reports. Once an Employee submits a complete Side Project application, the Employee may request progress reports from the Employer. In response to such requests, the Employer shall provide a progress report, upon request, once every six weeks absent extenuating circumstances. If extenuating circumstances arise, the Employer shall promptly notify the employee and provide the progress report as soon as practicable thereafter.

ARTICLE XX – 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 XX – 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 shall remain in full force and effect.

ARTICLE XX – TERM OF AGREEMENT

[Note: For World of Warcraft, All-Blizzard QA, and Team 5 CBAs]

Section 1. This Agreement shall continue in full force and effect until August 31, 2030. It shall be automatically renewed thereafter for one calendar year unless either party notifies the other, in writing, at least sixty (60) days prior to August 31, 2030, that it desires to modify the Agreement. The Parties shall commence negotiations no later than May 31, 2030.

[Note: For Platform & Technology, CS/Loc, and SFD CBAs]

Section 1. This Agreement shall continue in full force and effect until February 28, 2031. It shall be automatically renewed thereafter for one calendar year unless either party notifies the other, in writing, at least sixty (60) days prior to February 28, 2031, that it desires to modify the Agreement. The Parties shall commence negotiations no later than November 30, 2030.

[Note: For Diablo and Overwatch CBAs]

Section 1. This Agreement shall continue in full force and effect until August 31, 2031. It shall be automatically renewed thereafter for one calendar year unless either party notifies the other, in writing, at least sixty (60) days prior to August 31, 2031, that it desires to modify the Agreement. The Parties shall commence negotiations no later than May 31, 2031.

Section 2. The parties agree and acknowledge that their obligations upon the expiration of this Agreement will be controlled by federal law.

Appendix A - Job Classifications/Titles included in the agreement

[Fill in]

Appendix B - Contract Arbitrator Panel

Steve Bierig
Jacquelin Drucker
Lise Gelernter

Juan Carlos Gonzalez
Keith Greenberg
Fred Horowitz
John LaRocco
Richard C. McNeill
Christopher David Ruiz Cameron

Appendix C - Blizzard 2024 U.S. Leave of Absence Policy & Additional Time Away from Work Provisions

[Attach]

Side letters

Note: The following are “side letters” which will be included at the back of the collective bargaining agreement. They are an enforceable part of the collective bargaining agreement. There are several “unpublished” side letters which are enforceable but will not be included in the collective bargaining agreement, mostly because they include lists of names of the individuals benefiting from the side letter.

Time Tracking: Add the following Sideletter to the Agreement:

[Date of Ratification]

Mr. Alex van Schaick
Organizing & Campaigns Counsel
Communication Workers of America, AFL-CIO
501 Third Street NW
Washington, D.C. 20001

Dear Mr. van Schaick:

During the 2025-26 negotiations involving the World of Warcraft bargaining unit, the parties discussed the Employer’s practice of game development producers’ utilization of time-based information, such as minutes or days, that is self-reported by developers to demonstrate the time it takes to complete the creation of assets, content, or code, for the purpose of producers’ prediction of expected completion time of those tasks to more accurately plan for workflow and assignment distribution (hereinafter “Time Tracking Data”). During those discussions, the parties agreed that Time Tracking Data is a valuable input for business purposes

and that the Employer may only reference Time Tracking Data in a disciplinary action when such Time-Tracking Data is material to that action. Time Tracking Data may not be used as the primary basis for discipline except for circumstances identified above. Nothing in this paragraph shall prevent the Employer from issuing any discipline that can be independently established without reference to Time Tracking Data.

The parties also agree to discuss time tracking practices at the Labor Management Committee on an as-needed basis.

RIF – Experimental Recall Rights: Add a new Sideletter to the Agreement as follows:

[Date of Ratification]

Mr. Alex van Schaick
Organizing & Campaigns Counsel
Communications Workers of America, AFL-CIO
501 Third Street NW, 6th Floor
Washington, D.C. 20001

Dear Mr. van Schaick:

Experimental Recall Rights and Opportunity Arrangement

This Sideletter confirms the parties' agreement regarding an experimental recall process applicable during the term of the Agreement.

Article XX [Reductions in Force], Section XX.04 [Recall Rights] provides that employees with recall rights are eligible for recall only to openings in their same job title and level, within the same team to which they were assigned, in the same bargaining unit, provided they are qualified to perform the work as determined by the Employer.

The parties understand that "same job title" refers to the employee's specific job title. For example, within the design classification, titles such as Designer, Senior Game Designer, and Game Designer (Systems) may be separate and distinct job titles for recall purposes.

For purposes of this Experimental Recall Rights Arrangement, the Employer will maintain one (1) Recall List for all Union-represented Blizzard employees with recall rights. The Recall List shall identify employees by bargaining unit, job title, level, location, and the game development or quality assurance team to which they were assigned.

For purposes of Experimental Recall Rights, the parties recognize that Blizzard's games, teams, tools, workflows, and operations may differ materially across bargaining units and teams, and that an employee who held a particular job title in one bargaining unit or team may not necessarily be qualified for the same or similar job title in another bargaining unit or team. The Employer has the discretion, when exercised in good faith, to determine whether an employee is qualified for a particular opening.

Recall Rights

When hiring into an open role in any Blizzard bargaining unit for which employees with active recall rights are listed in the same job title and at the same level, the Employer shall first consider qualified employees consistent with Section XX.04.

Experimental Recall Rights

If the role is not filled after completion of the process identified in Section XX.04, employees on the Recall List in the same job title and level shall be eligible for recall consistent with the process in Section XX.04 if in the Employer's good faith discretion the employee is qualified.

Additional Terms

1. Furthermore, bargaining unit employees impacted pursuant to Article XX [Reductions in Force], in addition to the severance provided in Section XX.03 and upon completion of all separation requirements, shall be eligible to receive an additional lump-sum payment of four weeks of pay. This additional lump sum is subject to all of the same terms as other severance benefits offered pursuant to Section XX.03.
2. In no event shall the remedy for an asserted violation of this Sideletter include reinstatement or backpay, consistent with the last sentence of XX.02(C).

On-Call: Add the following Sideletter to the Agreement:

[Date of Ratification]

Mr. Alex van Schaick
Organizing & Campaigns Counsel
Communication Workers of America, AFL-CIO
501 Third Street NW, 6th Floor
Washington, D.C. 20001

Dear Mr. van Schaick:

During the negotiations for this Agreement covering certain employees on the World of Warcraft development team, the parties became aware that practices related to certain calls for work, e.g., those made after normal working hours, are governed by a document entitled “On-Call Policy for Non-Exempt Employees (California Only).” In light of that, the parties acknowledge that during the term of this Agreement, if Employer wishes to change the terms of that document or the practices specific to World of Warcraft that have arisen thereunder, the parties will meet and bargain any impacts upon request.

Nothing in this Article prevents the Employer from making changes warranted by applicable law.

Job Advancement: Add the following Sideletter to the Agreement:

[Date of Ratification]

Mr. Alex van Schaick
Organizing & Campaigns Counsel
Communication Workers of America, AFL-CIO
501 Third Street NW, 6th Floor
Washington, D.C. 20001

Dear Mr. van Schaick:

The Parties in the 2026 negotiations discussed the topic of employee promotions and career advancement. In light of those discussions, the Employer shall provide an opportunity to the Union, within sixty (60) calendar days after each promotion cycle, to meet and confer with Labor Relations or its designee to discuss good faith concerns raised by employees with respect to the application of our promotion process and criteria. The Union must submit a list of such employees, along with supporting rationales, to the Employer no later than thirty (30) calendar days after a round of promotions takes effect. The Union may not submit the same employee under this Sideletter more than once per calendar year.

This Sideletter is not subject to grievance and arbitration.

Grandfathered Medical and 401(k): Add the following Unpublished Sideletter to the Agreement:

[Date of Ratification]

Mr. Alex van Schaick

Organizing & Campaigns Counsel
Communication Workers of America, AFL-CIO
501 Third Street NW, 6th Floor
Washington, D.C. 20001

Dear Mr. van Schaick:

The parties shall identify and list in Appendix X certain Blizzard Employees hired prior to January 1, 2009 who receive as of the date of execution of this Agreement Grandfathered Discretionary Match Contributions (“Grandfathered Employees”). The Employer shall continue offering Grandfathered Employees the same contribution formula in effect as of the date of ratification through the life of this Agreement.

Appendix X shall also include in a separate section a list of employees who as of the date of execution of this Agreement are covered by the legacy EPO health plan (“EPO Employees”). The Employer shall continue offering EPO Employees the ability to opt into an EPO health plan during any regularly scheduled benefits election period that occurs during the life of this Agreement.

This Unpublished Sideletter is enforceable as part of the parties’ collective bargaining agreement.

SECURE 2.0: Add the following Sideletter to the Agreement:

[Date of Ratification]

Mr. Alex van Schaick
Organizing & Campaigns Counsel
Communication Workers of America, AFL-CIO
501 Third Street NW, 6th Floor
Washington, D.C. 20001

Dear Mr. van Schaick:

The parties agree that there is value in continued discussions regarding the benefits and costs of student loan payment 401(k) matching in accordance with the Secure 2.0 Act. In light of this, the Parties shall at the request of either Party discuss this topic at the LMC.

Grandfathering Current Remote Workers: Add the following Unpublished Sideletter to the Agreement:

[Date of Ratification]

Mr. Alex van Schaick
Organizing & Campaigns Counsel
Communication Workers of America, AFL-CIO
501 Third Street NW, 6th Floor
Washington, D.C. 20001

Dear Mr. van Schaick:

The parties shall identify and list in **Appendix X** the following bargaining unit employees who, for the duration of this agreement, will be permitted to continue working remotely while in their current role, subject to the terms of the Company's Telecommuting Agreement:

[List names]

This Unpublished Sideletter is enforceable as part of the parties' collective bargaining agreement.

Wages: Add the following Sideletter to the Agreement:

[Date of Ratification]
Mr. Alex van Schaick
Organizing & Campaigns Counsel
Communication Workers of America, AFL-CIO
501 Third Street NW, 6th Floor
Washington, D.C. 20001

Dear Mr. van Schaick:

Addendum to Article XX (Wages) Regarding Targeted Market Adjustments, Area Floor, and Other Terms

In the 2026 collective bargaining agreement negotiations, the parties discussed the union's desire to address the compensation of employees with lower levels of earnings. As a result of those discussions, the Employer shall provide a one-time adjustment to unit employees at or below Grade 10 ("In Scope Employees") of the greater of (1) any increase to their base wages as identified in XX.04(D) or (2) an

increase of up to nine (9) percent of an employee's range penetration, provided that such Employee's base wage is below 45% range penetration and will not be increased beyond that threshold ("Market Adjustment").

Payments and Adjustments identified in this Sideletter are in addition to 2026 Merit Increases and shall be effective the first pay period following ratification of this Agreement. Employees who are rated Low or Developing shall not be eligible for any payments, Adjustments, or other terms identified in this Sideletter or for XX.04(A).

Additionally, with respect to the Area Floor, as of the time of the 2026 collective bargaining agreement negotiations, there are no Associate Quality Analysts in any Blizzard bargaining unit. That role has historically existed and the parties agree to negotiate an appropriate rate which may need to deviate from the Area Floor.

Bargaining History Clean Up – Management Rights; Agree to the following Unpublished Sideletter:

[Date of Ratification]

Mr. Alex van Schaick
Organizing & Campaigns Counsel
Communication Workers of America, AFL-CIO
501 Third Street NW, 6th Floor
Washington, D.C. 20001

Dear Mr. van Schaick:

Non-Prejudicial Withdrawal of Employer Proposal A (Management Rights)

The parties agree that Employer Proposal A (revised) — Management Rights, dated May 21, 2025, together with any and all discussions, exchanges, drafts, positions, or statements made in connection with that proposal, is hereby withdrawn in its entirety and shall be deemed never to have been made, advanced, exchanged, or proposed, as if it had never existed. This withdrawal is made without prejudice to either party, without any admission, concession, waiver, or relinquishment of any right, position, or argument by either party, and reflects neither agreement nor disagreement by either party with the merits or content of the withdrawn proposal. The parties further agree that this proposal and its withdrawal are non-precedential, are expressly excluded from and shall form no part of the parties' bargaining history, and shall not be used, cited, referenced, introduced, or relied upon by either party for any purpose in any future negotiation, grievance, arbitration, administrative proceeding, or other forum.

Bargaining History Clean Up – No Strike/No Lockout; Agree to the following Unpublished Sideletter:

[Date of Ratification]

Mr. Nick Rowe
[Fill in Title & Address]

Dear Mr. Rowe:

Non-Prejudicial Withdrawal of Union Counters to Proposal B (No Strike, No Lockout)

The parties agree that the Union's counters to Employer Proposal B — No Strike, No Lockout dated September 30, 2025, and July 24, 2026 (as part of the Union's comprehensive counterproposal package 2.1) together with any and all discussions, exchanges, drafts, positions, or statements made in connection with that proposal, is hereby withdrawn in its entirety and shall be deemed never to have been made, advanced, exchanged, or proposed, as if it had never existed. This withdrawal is made without prejudice to either party, without any admission, concession, waiver, or relinquishment of any right, position, or argument by either party, and reflects neither agreement nor disagreement by either party with the merits or content of the withdrawn proposal. The parties further agree that this proposal and its withdrawal are non-precedential, are expressly excluded from and shall form no part of the parties' bargaining history, and shall not be used, cited, referenced, introduced, or relied upon by either party for any purpose in any future negotiation, grievance, arbitration, administrative proceeding, or other forum.

Parties' standalone, unpublished Memorandum of Agreement, signed August 17, 2026, contains the following clause which expires at the same time as the WoW, QA, and Hearthstone/Rumble Agreements:

In the event the Union becomes the exclusive bargaining representative of a new game team, including but not limited to incubation games, that was previously unrepresented, the Employer shall apply the terms of the WoW collective bargaining agreement, or other appropriate game team collective bargaining agreement. The terms would apply after a period of negotiations, not to exceed sixty (60) days, to determine (i) which game team collective bargaining agreement is appropriate to apply and (ii) whether any deviations from the terms of such agreement is appropriate in light of game-specific facts that warrant

accommodating differences between the operations of the new unit or groups of employees within that unit. This Paragraph expires August 31, 2030.

DRAFT
PENDING LEGAL PROOFING
AND FINAL CONFORMING CHANGES