

**COLLECTIVE BARGAINING AGREEMENT BETWEEN
SEGA OF AMERICA, INC.**

AND

**COMMUNICATION WORKERS OF AMERICA,
LOCAL 9510**

APRIL 30, 2024 - MARCH 31, 2027



COLLECTIVE BARGAINING AGREEMENT BETWEEN SOA AND CWA 2024 – 2027

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COLLECTIVE BARGAINING AGREEMENT BETWEEN SOA AND CWA 2024 – 2027

This Agreement is executed this 30th of April 2024, effective April 30, 2024, by and between Sega of America, Inc. (“SOA” or the “Employer”) and Communications Workers of America, Local 9510 (“CWA” or the “Union”) (collectively “Parties”).

ARTICLE 1 **RECOGNITION**

1. The Employer recognizes the Union as the exclusive bargaining representative of the employees in the bargaining unit certified by the National Labor Relations Board (“NLRB”) in NLRB Case No. 21-RC-316887 and listed in **Schedule A** of this Agreement. All other employees, including, but not limited to, office clerical employees, managerial employees, professional employees, guards, and supervisors as defined by the National Labor Relations Act (“NLRA”) shall be excluded from the bargaining unit.

2. Additions to, or changes to this Article of Recognition will be made by mutual agreement and executed in writing by the Employer and the Union.

3. The Employer and the Union will make available a copy of the Agreement to all employees in the bargaining unit.

ARTICLE 2 **HEALTH & SAFETY**

1. It is the duty of the Employer to make a reasonable effort to provide and maintain a safe place of employment. The Union will cooperate by encouraging all employees covered by this Agreement to perform their work in a safe manner.

2. It is the duty of all employees covered by this Agreement, in the course of performing their assigned duties, to be alert to unsafe practices, equipment, and conditions, and to follow the safety regulations and requirements of the Employer, and to report any unsafe

practices or hazardous conditions to their immediate supervisors. Employees who believe they have been subjected to reprisal for making such reports may make complaints anonymously to Human Resources.

3. The Employer agrees that it will comply with all applicable federal, state, and local statutory and regulatory standards regarding employee health and safety, including but not limited to those related to COVID-19.

ARTICLE 3

ANTI-DISCRIMINATION/ ANTI-HARASSMENT AND NON-RETALIATION

The Employer and the Union are committed to a work environment free from harassment and discrimination, and neither condones or tolerates harassment or discrimination against any person based on race (and traits historically associated with race, including, but not limited to, hair texture and protective hairstyles), religion (including religious dress and grooming practices), color, national origin, ancestry, physical or mental disability, medical condition, marital status (including registered domestic partnership status), veteran status, sexual orientation, age (40 and over), sex (including pregnancy, childbirth, breastfeeding, and related medical conditions), gender identity and expression, reproductive health decision making, genetic information, union activity or lack thereof, or any other protected characteristic under applicable state, federal or local law. The Employer and Union will not tolerate retaliation against any individuals who have complained about discrimination or harassment, or those who have participated in any investigations involving claims of harassment or discrimination. This Article is intended to be consistent with the provisions of applicable state, federal, and local laws and the Employer's Policies. Violations of this Article shall not be subject to arbitration under this Agreement, provided, however, claims arguably cognizable under Sections 8(1)(1), (3),

and/or (5) of the NLRA are and shall remain arbitrable and subject to administrative deferral by the NLRB to the fullest extent allowed by law.

ARTICLE 4

LABOR MANAGEMENT COMMITTEE

3. The Employer and Union shall establish a joint labor management committee to discuss issues and matters of general applicability and interpretation that arise during the Term or this Agreement, provided that the committee shall not address individual employee and personnel matters.

3. Issues the committee can discuss include, but are not limited to, employee health and safety, Employer policies and procedures, employee professional development, training, and mentorship

4. The committee shall consist of three (3) members appointed by the Union and three (3) members appointed by the Employer.

5. The committee shall meet on a quarterly basis, at a regularly agreed upon date and time for no more than one hour unless extended by mutual agreement to discuss issues and matters appropriate for the committee. Each Party shall submit agenda items to the other at least seven (7) days in advance of each scheduled meeting.

3. Upon mutual agreement and reasonable notice, the Parties may schedule additional meetings of the committee to discuss emergent matters and issues. The Party requesting the additional meeting shall by written request, request such a meeting with seven (7) days advanced notice outlining the matters and issues to be discussed.

6. The committees activities are advisory and are not subject to the Agreement's grievance and arbitration procedure, nor do the activities of the committee constitute an alternative to, notice of, or compliance with the Agreement's grievance and

arbitration procedure. The Parties must comply with the timeliness provisions of those Articles separate and apart from notice requirements in this Article. Referral of a matter to the labor management committee does not toll or extend the deadlines for the grievance and arbitration procedures unless explicitly and mutually agreed upon between the Parties.

ARTICLE 5

BULLETIN BOARDS

3. The Union shall have the exclusive privilege of a bulletin board, one (1) at each SOA location (1 bulletin board in each Irvine office and 1 bulletin board in Burbank) for posting notices of official Union business, provided that copies of such notices are delivered to the Employer's designee for approval prior to posting. Approval of postings shall not be unreasonably withheld.

4. The Union agrees that the bulletin boards at each SOA location shall be the exclusive method and mechanism through which the Union will post and distribute Union material on the Employer's premises.

5. Material posted and distributed on the bulletin boards shall be used solely for notices and announcements concerning meetings, elections, appointments, social, educational affairs of the Union and agreements between the Parties. Material must be appropriately identified as Union material intended for posting and must bear the signature of an authorized representative of the Union.

6. The Union agrees that material posted shall not contain anything controversial, disparaging, or derogatory to the Employer or any of its employees, or otherwise interfere or harm the Employer's business interests. In no event will said material be approved for posting on the bulletin boards. Approval of postings shall not be unreasonably withheld otherwise.

ARTICLE 6

PROFESSIONAL DEVELOPMENT

3. The Employer remains committed to the professional development of its employees, including acquiring additional knowledge and the development of an employee's skills and training.

4. All employees have access to the online education platform Udemy, which offers various courses to assist employees who are interested in acquiring additional knowledge, skills and training. Udemy's course catalog contains a variety of offerings from critical workplace skills, technical topics, and content for over 200 industry-recognized certifications.

5. Employees interested in taking advantage of the Udemy offerings are able to spend up to four (4) working hours per month taking Udemy classes.

6. All employees may request additional job-related training including mentorship. All requests for additional job-related training will be subject to approval by the Employer and will not be unreasonably denied if beneficial to the employee and Employer.

7. Approved requests for additional job-related training that require travel expenses will be paid for by the Employer and time spent at approved job-related training and related travel time will be considered time worked per the Employer's policies and federal and state law.

ARTICLE 7

BEREAVEMENT LEAVE

3. All employees will be granted paid bereavement leave in the event of a death in the employee's immediate family, as follows: ten (10) days for the death of a spouse, registered domestic partner or child (biological, adopted, step-child and those who stand in loco

parentis with employee); five (5) days for the death of a parent, step-parent, those stand in loco parentis with employee, siblings and step-siblings; and three (3) days for the death of a grandparent or the immediate family of employee's spouse or domestic partner. Accrued PTO time or unpaid time may be used to attend the funeral of someone other than an immediate family member.

4. Bereavement leave is a protected leave of absence. All regular and temporary employees may take up to five (5) days of unpaid bereavement leave upon the death of a family member, including a spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law.

5. All regular and temporary employees may take up to two (2) days of unpaid bereavement leave upon the death of a close, non-familial, friend's passing.

6. Employees may use PTO and sick leave during bereavement leave. SOA can require documentation to support the leave, and the leave must be completed within three months of the family member's death.

ARTICLE 8

GRIEVANCE PROCEDURE

1. A contractual grievance ("Grievance") is a written complaint filed by the Union on behalf of one or more bargaining unit members ("Grievant(s)") or on its own behalf alleging that the Employer has violated one or more specific provisions of this Agreement during the term of this Agreement.

2. Filing.

(A) All Grievances must be filed with HR within the time frames specified in this Article, on a form agreed to by the parties. Grievants will be identified on the grievance form by the Union.

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(B) The grievance form must be signed and dated by the Union's Business Agent.

(C) To be effective, the grievance form must contain the following information and meet the following conditions:

- (1) A Grievance may not cover more than one subject matter;
- (2) A Grievance shall identify the specific Article(s) and Section(s) of this Agreement alleged to have been violated;
- (3) A Grievance shall describe the action(s) which allegedly violated the identified Article(s) and Section(s);
- (4) A Grievance shall identify the date(s) of the action(s);
- (5) A Grievance shall list the affected individual(s) known at the time of filing; and
- (6) A Grievance shall describe the remedy requested.

(D) For the initial filing of a Grievance, the date filed shall be the date of delivery. For Grievance appeals and responses, the date of issuance shall be the date of delivery, or the date and time reflected on the document, if sent by e-mail. If the registered date and time on the e-mail falls outside the Employer's business hours, the following business day shall constitute the official date of receipt.

(E) No remedy under this Article shall exceed restoring to the Grievant the pay, benefits or rights lost as a result of the violation of the contract, less any income earned from any other source including, but not limited to, workers' compensation, unemployment or any other employment.

3. Terms / Definitions

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(A) For the purposes of this Article, the terms:

(1) "Grievant" means any eligible employee covered by this contract who has a contractual Grievance (as defined by this Agreement);

(2) "Union Representative" means the "Business Agent" or a "Shop Steward" designated in accordance with the provisions of Article 10 Shop Stewards;

(3) "The Parties" means the Employer and

(a) the "Grievant(s)", the person defined in Section 3.A.1 above; or

(b) the "Union Representative" when the Grievant(s) is represented by an individual; or

(c) The Union's Business Agent, when the Union is itself the Grievant.

4. Time Limits

(A) Other than the time limits for the initial Step 1 filing of a Grievance, the time limits as specified in this Article may be extended by mutual agreement of the Parties. Extensions must be in writing and must be signed by the Parties in advance. The Parties may mutually agree to skip any steps of the Grievance Procedure. Such an agreement must be in writing and must be signed by the parties.

(B) Deadlines that fall on a day that is not a regular business day will automatically be extended to the end of the next business day.

(C) If a Grievance is not appealed to the next step of the procedure within applicable time limits, and an extension has not been agreed to in advance, the Grievance will be considered resolved on the basis of the last Employer response to the Grievance and shall be considered ineligible for further appeal.

5. Grievants Who Have Resigned

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A Grievant who voluntarily resigns or retires their employment with the Employer shall have their pending Grievances immediately withdrawn and will not benefit from any subsequent settlement or disposition of a Grievance.

6. Grievance Procedure - Informal Review

It is mutually understood and agreed that nothing herein will prevent an employee from discussing any problem with his supervisor or other representative of Management at any time, with or without their Union steward or Business Agent, prior to initiating a formal Grievance.

7. Grievance Procedure - Formal Review

(A) Step 1:

(1) All Grievances must be filed by the Union, and received by HR within fifteen (15) calendar days after the date on which the employee or the Union knew or could be expected to know of the event or action giving rise to the Grievance. HR may extend this time limit to allow informal attempts at settlement to resolve the Grievance.

(2) Grievances received after the filing deadline will be processed solely for the purposes of determining whether the Grievance was untimely. Any formal Grievance which is not received in accordance with Section 6, or this section, shall be reviewed only in accordance with the review procedures in Section 11.

(3) Employer Review:

- (a) The Employer will convene a meeting with the Grievant(s) and/or the Shop Steward within fifteen (15) calendar days after the formal Grievance is filed. If the Grievance is not resolved at Step 1, the Grievance may proceed to Step 2.
- (b) Resolution of the Grievance at Step 1 or earlier, although final, shall not be precedent-setting.

(B) Step 2

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(1) If the Grievance is not resolved at Step 1, the Grievant or the Shop Steward may proceed to Step 2 by filing a written appeal with HR within fifteen (15) calendar days of the date the written response is issued or, if not issued, is due. The written appeal must be signed and dated by the Union's Business Agent or Shop Steward.

(2) The designated Employer representative shall convene a meeting with the Grievant(s) and/or the Shop Steward, to attempt to resolve the grievance. The meeting shall be convened no later than fifteen (15) calendar days following receipt of the appeal to Step 2. During the Step 2 meeting, the Parties shall discuss information and contentions relative to the Grievance.

(3) During the Step 2 process, the Parties may agree in writing to amend the alleged violations stated in the original Grievance.

(4) A written decision shall be issued within fifteen (15) calendar days following the Step 2 meeting.

(C) Step 3

(1) All Grievances that are not satisfactorily resolved at Step 2 may be appealed to Step 3. The appeal must be filed with HR within fifteen (15) calendar days of the date the Employer's Step 2 written answer was issued or, if no Employer answer was issued, within fifteen (15) calendar days of the date the Employer's answer was due. The appeal must be signed and dated by the Union's Business Agent or Shop Steward.

(2) The Step 3 appeal shall identify all unresolved issues, alleged violations and remedies and shall be signed and dated by the Union's Business Agent. The subject of the grievance as stated at Step 2 shall constitute the sole and entire subject matter of the appeal to Step 3.

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(3) The designated Employer representative shall convene a meeting with the Grievant(s) and/or the Shop Steward to attempt to resolve the Grievance. The meeting shall be convened no later than thirty (30) calendar days of the receipt of the appeal.

(D) Optional Mediation

(1) If after Step 3, a Grievance is not satisfactorily resolved, upon mutual agreement, the Parties may refer a grievance to mediation for the purpose of conciliation. A proposal to refer a grievance to mediation can be initiated by either the Union or the Employer.

(2) Upon agreement to refer a Grievance to mediation, the Employer and the Union shall attempt to agree on a mediator to hear the Grievance. If the parties are unable to select an mediator within fifteen (15) calendar days after agreement to proceed to mediation, the Parties shall contact the Federal Mediation and Conciliation Service (“FMCS”) for assignment of a mediator.

(3) Any resolution of a Grievance through mediation shall not be introduced as evidence in other Grievances and shall not be precedent setting.

(4) Should the Parties fail to reach a resolution of the Grievance through mediation, the Union may demand in writing that the Grievance proceed to arbitration. The Union must notify the Employer in writing not more than fifteen (15) calendar days from the day the Parties failed to reach agreement after referral to mediation of its desire to proceed to arbitration. If no notification is received expressing the desire for arbitration within fifteen (15) calendar days specified herein, then the grievance shall be waived.

8. Offers Of Settlement

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Settlement offers made at any stage of this procedure, including informal resolution, shall not be introduced as evidence in subsequent steps, and shall not be precedent setting.

9. Retroactivity

Settlement of Grievances may or may not be retroactive as equities of a particular case may demand. In any case where it is determined that the settlement shall be applied retroactively, except for the correction of mathematical, calculation, recording or accounting errors relating to the payment of wages, the maximum period of retroactivity allowed shall not in any case be made retroactive to a date earlier than thirty (30) calendar days prior to the initiation of the written grievance in Step 1.

10. Exclusive Procedure

The Grievance Procedure set out in this Article shall be exclusive and shall replace any other grievance procedure for adjustment of any disputes arising from the alleged violation of this Agreement. Unless otherwise indicated within this Agreement, any previous grievance procedure or other procedure in existence or adopted by the Employer shall not apply to employees covered by this Agreement for any purposes whatsoever.

11. Review Of Grievances That Involve Timeliness Disputes

When the Employer determines a Grievance is ineligible for further processing due to timeliness, the Union may make a written appeal to HR within thirty (30) calendar days of issuance of the notification to the Grievant(s). This appeal is solely limited to a review of the timeliness issue. If HR denies this appeal, the Union may appeal the issue of the closure of the grievance directly to arbitration per Article 9 Arbitration Procedure, within thirty (30) calendar days of the issuance of the denial of the appeal.

ARTICLE 9

ARBITRATION PROCEDURE

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1. General Conditions

(A) An appeal to arbitration may be made by the Union after exhaustion of Article 8 Grievance Procedure. The appeal to arbitration must be signed by the Union's Business Agent, and filed with HR.

(B) The decision of the arbitrator on any issue properly before them shall be final and binding.

(C) An appeal to arbitration shall not prohibit efforts by the Employer and the Union to resolve the Grievance during the time the appeal is pending and until such time that an arbitrator has rendered their decision.

(D) The Union shall have full authority to settle, withdraw or otherwise dispose of any Grievance brought on behalf of the Union and/or on the behalf of employees. An agreement by the Parties to settle, withdraw, or otherwise dispose of a Grievance appealed to arbitration shall be binding upon the Grievant(s).

(E) Where two (2) or more Grievances are appealed to arbitration, all Grievances by or related to the same employee(s), or Grievances which relate to the same incident, issue or course of action, may be consolidated by agreement of the parties.

2. Time Limits

(A) Initial Filing

(B) An appeal to arbitration must be filed within thirty (30) calendar days of the issuance or due date of the Employer's Step 3 decision to the Union. The Union shall specify the issues to be arbitrated and the clauses of the collective bargaining agreement upon which it bases its claim. Appeals which do not contain the above information and/or the appropriate Union signature will be considered ineligible for appeal to arbitration.

3. Selection Of Arbitrator

(A) The Union shall obtain a panel of seven (7) prospective arbitrators from Region 2 of FMCS. The Parties shall arrange to alternatively strike names and the remaining person shall be designated the arbitrator to hear and decide the matter. A coin toss shall determine whether the Union representative or HR has first choice in striking names. The parties may agree in writing to extend the ninety (90) calendar day limit for selecting the arbitrator.

(B) Failure to select the arbitrator within ninety (90) calendar days, or to achieve a written extension of the time period, will render the appeal to arbitration ineligible for further processing and the Employer's Step 3 answer will be considered final.

4. All arbitrability disputes, substantive or procedural, shall be subject to arbitration under this Article, including disputes arising from Employer claims that the Union has lost the right to pursue arbitration of a pending Grievance because of untimely processing.

5. Scope Of Arbitration

Unless there is an agreement by both Parties to modify the scope of the hearing, the issue(s) to be heard by the arbitrator shall solely and in its entirety be restricted to the issue(s) stated by Step 3. Issues or allegations which were known or should have been known to the Union but not introduced by the Step 3 process shall not be introduced by the Union at the arbitration hearing.

6. Arbitration Proceeding

(A) The parties will attempt to agree on a location for the arbitration hearing.

(B) The arbitration hearing shall be closed to anyone other than the Parties in the arbitration hearing, unless the parties otherwise agree in writing.

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(C) Settlement offers made any time during the Grievance and/or Arbitration Procedure shall not be introduced as evidence in the arbitration hearing.

(D) Either or both Parties may, at their discretion, file briefs with the arbitrator. The order and time limits of briefing shall, on a case by case basis, be as agreed upon by the Parties or as specified by the arbitrator. Briefing time limits shall be extended by the arbitrator upon the agreement of both parties.

7. In all cases appealed to arbitration pursuant to the terms of this Article and this Agreement, the Union has the burden of initiating the steps in the procedure.

8. Authority Of The Arbitrator

(A) The arbitrator's authority shall be limited to determining whether the Employer has violated the provision(s) of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify or ignore in any way the provisions of this Agreement and shall not make any award which would, in effect, grant the Union or the employee(s) any terms which were not obtained in the negotiation process.

(B) The arbitrator shall have the obligation of assuring that all necessary facts and considerations are brought before them by the representatives of the parties at the hearing. In all respects he/she shall assure that the hearing is a fair one. The arbitrator shall be the sole judge of the relevancy and materiality of the evidence and testimony offered. The arbitrator may receive and consider evidence but shall give appropriate weight to any objections made. All documents to be considered by the arbitrator shall be filed at the hearing, or within the post-hearing time lines agreed to by the Parties during the hearing.

9. Arbitration Remedies

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(A) In any decision of a Grievance appealed to arbitration involving retroactive payments, the appropriate Employer and the Union representatives shall expeditiously determine the identity of the payees and the specific amount owed each payee. Such amount of payment shall be final and no employee or group of employees may subsequently grieve the amounts owed.

(B) Remedies involving monetary payment and/or credit shall be limited in their calculation to the utilization of the employee's actual and appropriate wage or benefit amount at the time of the violation.

(C) Upon the motion of either Party, or at his/her own discretion, an arbitrator may retain jurisdiction in all cases.

10. Cost Of Arbitration

(A) The cost of the arbitrator and expenses of the hearing shall be borne by the party whose position is not upheld. If either Party requests that a stenographic record of the hearing be made and/or transcripts of the stenographic record or a taped record be provided, the parties shall equally share the entire cost of such service and the cost of the provision of a transcript to each party and the arbitrator.

(B) In the event either party requests the cancellation or postponement of a scheduled arbitration proceeding which causes an arbitrator to impose a cancellation or postponement fee, the party requesting such cancellation or postponement shall bear the full cost of the cancellation/postponement fee. In the event the Parties agree to settle or postpone the arbitration during the period of time in which the arbitrator will charge a cancellation/postponement fee, the Parties will equally bear the cost of the fee, unless the Parties agree otherwise.

ARTICLE 10
SHOP STEWARDS

1. The Union shall designate up to four employees as Shop Steward(s), with no more than one to two per facility at a time. Immediately following the designation of Shop Steward(s), the Union shall confirm any appointment by written notice to the Employer. The function of Shop Stewards shall be limited to the following duties and activities: to inform employees of their rights under this Agreement, represent employees in investigatory interviews, to ascertain that the terms and conditions of this Agreement are being observed, and to investigate and assist in the processing of grievances with the Employer under the Agreement.

2. Shop Stewards shall be allowed a reasonable amount of paid time during regular working hours for the following activities:

(A) Participating in an investigatory meeting initiated by the Employer; and

(B) The following grievance-related activity:

(1) Hand delivering of grievance and additional filings related to the grievance;

(2) Meetings with the Employer representative to whom written grievances are presented or to whom documents related to filed grievance(s) are presented/signed; and

(3) Informal review meetings with management personnel held pursuant to Article 8 Grievance Procedure.

3. A Shop Steward will make every reasonable effort to not communicate with employees, the Union, or representatives of the Employer concerning Union business on working time without first obtaining the permission of their immediate supervisor or other representative of the Employer (working time does not include rest periods or meal periods). At all times, Shop

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Stewards shall conduct themselves as not to cause any interference with the operation of the Employer or the work duties of any employee.

4. The Employer will endeavor to ensure that, upon written request, the Shop Steward has timely access to relevant information and documents necessary for effective representation, subject to the NLRA. The Union will also endeavor to ensure that, upon written request, the Employer has timely access to relevant information and documents necessary for administering the Agreement, investigating and processing grievance allegations, evaluating the merits of grievance(s), and determining whether to settle grievance(s).

5. The Employer and the Union mutually commit to resolve workplace conflicts and disputes promptly.

ARTICLE 11 **SCOPE OF BARGAINING**

1. The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each Party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement shall fully and finally dispose of all demands of the Union which heretofore have been made, or which might be subject of collective bargaining through the duration of this Agreement.

2. Therefore, the Employer and the Union for the term of this Agreement each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, if and only if the subject or matter was not discussed or negotiated by the Parties at the time they negotiated or signed this Agreement.

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3. No agreement, alteration, understanding variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Employer, and in no case shall it be binding upon the parties hereto, unless such agreement is made and executed in writing by the Employer and the Union.

ARTICLE 12

POLICIES AND PROCEDURES

1. Except as expressly provided in this Agreement, the Employer may continue to establish, apply, enforce, or modify terms of its written policies and procedures impacting bargaining unit employees' terms and conditions of employment ("Policies"). The Employer may distribute its Policies directly to employees. The Employer must furnish the Union a copy in advance of any major or significant change to Policies subject to this Article, to the extent reasonably practicable.

2. The Employer may amend any of its Policies from time to time, in the Employer's discretion, provided that no such amendments will contradict the express terms of this Agreement.

3. In cases of conflict between the Employer's Policies and the express terms of this Agreement, the Agreement shall prevail.

ARTICLE 13

NO STRIKE – NO LOCKOUT

1. During the term of this Agreement, the Union, on behalf of its officers, agents, employees, and members, shall not cause, sanction, or take part in any strike (whether it be economic, unfair labor practice, sympathetic, general or any other nature), sit down, stay in, walkout, picketing, stoppage of work, slow down, boycott, whether of primary or secondary nature or any other interference with the operation and conduct of the Employer's business. The

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term “strike” shall include a failure to report for work because of a primary or secondary picket line at the Employer’s premises. The Employer shall have the unqualified right to discharge or discipline any or all employees who engage in any conduct in violation of this Article.

2. During the term of this Agreement, the Employer shall not lockout employees.

ARTICLE 14

SECURITY

The Employer is committed to maintaining a secure workplace. The Employer shall maintain appropriate security procedures.

ARTICLE 15

PARKING

1. The Employer will make commercially reasonable efforts to maintain free parking during normal business hours (excluding overnight parking) at the 140 Progress, Irvine and 2900 W. Alameda, Burbank offices.

2. All employees are eligible to participate in the Commuter Account program, entitling employees to apportion pre-tax dollars for parking and public transportation to and from work.

ARTICLE 16

INTRODUCTORY PERIOD

1. All newly hired employees of the Employer, whether or not previously employed by the Employer, shall be deemed introductory employees and shall be subject to an introductory period of six (6) months of continuous service. Time on leave, with less than full pay or without pay is not qualifying service for the completion of the introductory period.

2. An employee’s introductory period may be extended to permit a more thorough examination of their performance in their position. Reasons for extensions include but are not

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limited to an inconclusive evaluation at the end of six (6) months of continuous service. Such an extension shall be for a specific period of time not to exceed an additional three (3) months. At least seven (7) calendar days prior to the effective date of the extension, the employee shall be informed in writing of the reason(s) for the period of extension.

3. Notwithstanding any other provision of this Agreement, the Employer may at any time during or at the end of the introductory period discipline or release such introductory employee without cause at the sole discretion of the Employer, and no claim may be made by the Union or any of the employees that the discipline or release was improper.

4. The Employer's decision to release an employee during the introductory period shall not be made the subject matter of the Grievance or Arbitration procedure by the employee or the Union.

ARTICLE 17 **PAID HOLIDAYS**

1. The following shall be considered paid holidays:
 - a. New Year's Day
 - b. Martin Luther King Jr. Day
 - c. President's Day
 - d. Memorial Day
 - e. Juneteenth
 - f. Independence Day
 - g. Labor Day
 - h. Indigenous People's Day
 - i. Veterans Day
 - j. Thanksgiving Day

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k. Christmas Day

2. Should any of the above-listed holidays fall on a weekend, the Employer retains discretion to determine whether it will be observed on the preceding Friday, the following Monday, or on another day. Further, the Employer retains discretion to amend the above list to include additional holidays or to substitute one of the above holidays with another holiday. At the beginning of each year, the Employer will provide employees with a list of paid holidays.

3. The Employer will provide employees a “Christmas Break.” In general, “Christmas break” is a five (5)-day period but the Employer retains discretion to determine what period that break will cover and to substitute one or more of the days with another holiday.

4. The Employer, in its discretion, may offer employees paid half-days, the day prior to a holiday weekend or break.

5. The Employer retains discretion to schedule work on a holiday.

6. Holidays do not count as “hours worked” for purposes of calculating eligibility for overtime compensation. Employees are not eligible for holiday pay while they are on a leave of absence or receiving any disability compensation, such as State Disability Insurance or Worker’s Compensation Insurance.

ARTICLE 18

UNION DUES CHECK OFF

The Employer shall deduct from the wages of an employee payment of membership dues in accordance with the Employer’s payroll schedule and remit the same to the Union within 60 days, provided, the Employer has received from each affected employee, on whose account such deductions are made, a written assignment which shall be irrevocable for a period of one year, or until the termination date of the applicable collective bargaining agreement, whichever occurs sooner. The amount to be deducted for membership dues will be determined in accordance with

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the Union constitution and bylaws. The Union shall inform the Employer of any change in the amount of dues in a writing signed by the Union's President. The Union shall indemnify, defend and hold harmless the Employer against any and all claims and demands resulting from the operation of this Article. This provision is effective as of the ratification, and terminates with the expiration date of this collective bargaining agreement.

ARTICLE 19 **ANNUAL BONUS PLAN**

1. The Employer agrees to provide an annual bonus plan. In the event of any material change to the bonus plan structure, the Employer will provide the Union with at least 30 days' notice and will meet, at the Union's request, to discuss the impact on bargaining unit employees.

2. Regular full-time employees hired on or before December 31 of a given year may be eligible for an annual bonus in that fiscal year. Eligible employees hired after start of the fiscal year are eligible for an annual prorated bonus.

3. Annual bonuses will be paid out after the fiscal books are closed for a given fiscal year, and will be paid to employees no later than the end of June of that year. Employees must be active employees at the time of payout to receive an annual bonus.

ARTICLE 20 **INSURANCE BENEFITS**

1. Full-time employees are eligible to participate in the below benefit programs generally available to non-management and non-supervisory employees of the Employer who are not exclusively represented based on the same terms and under the same eligibility requirements as those non-represented employees. The current benefit programs are briefly summarized in this Article. However, the Union understands and agrees that the descriptions below do not purport to

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recite completely the coverage or eligibility requirements for each benefit program. Coverage, subject to plan rules, consists of the following:

- (A) Medical Insurance
- (B) Dental Insurance
- (C) Vision Insurance

2. Changes to the above benefit programs (including but not limited to, programs, benefits, and premium costs) shall be recognized by both the Union and the Employer as allowable and shall not be deemed a breach of this Agreement.

3. Should the Employer decide it is necessary to change insurance carriers or vendors, the Employer will provide the Union with at least thirty (30) days' notice of the effective date of the change.

ARTICLE 21

RETIREMENT BENEFITS

1. Full-time employees may participate in a retirement 401(k) plan generally available to employees of the Employer who are not exclusively represented based on the same terms and under the same eligibility requirements as those who are not in the bargaining unit.

2. The maximum pre-tax amount the bargaining unit employee can contribute each year to the bargaining unit employee's 401(k) account is determined by the IRS annual limitations.

3. Changes to the plan, or steps mandated by plan trustees or administrators shall be recognized by both the Union and the Employer as allowable and shall not be deemed a breach of this Agreement.

ARTICLE 22

LAYOFF

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1. General Provisions

(A) The Employer shall determine when temporary or indefinite layoffs are necessary.

(B) The Employer shall notify the Union ten days prior to notifying any bargaining unit employees of layoffs. The Union shall keep such information confidential until it is disclosed to the affected employee(s) and agrees not to disclose such information to any bargaining unit employees of the Employer. The Employer may suspend compliance with this provision if it has reasonable belief that the Union has failed to comply with this provision.

2. Definitions

(A) Temporary layoff affecting a non-introductory employee is for a specified period of less than six (6) months from the date of layoff.

(B) Indefinite layoff affecting a non-introductory employee is one which is six (6) or more months.

3. Temporary Layoff

(A) An employee shall be given written notice of the effective date and the ending date of a temporary layoff. The notice shall be given as soon as possible prior to the effective date.

(B) Any employee who is laid off shall be eligible for consideration for recall for a period of six (6) months, provided that during that six (6) months the employee has kept the Employer informed of their current email address, telephone number, and continued interest in being recalled. SOA agrees to take into account job knowledge, experience, ability and skill of the employees in determining the order in which employees are recalled to the same job title. If an employee on recall is offered to return to their prior position at their prior salary and turns

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down the offer of recall, they shall be removed from the recall list. A laid off employee who is rehired within six (6) months shall retain their original hire date for purposes of calculating paid time off benefits.

4. Indefinite Layoff

(A) Any employee who has completed the applicable introductory period and who is subject to an indefinite layoff shall receive two (2) week's pay or notice in lieu thereof, except in the case of a layoff resulting from circumstances beyond the Employer's control, no notice shall be required and no pay in lieu of notice be paid.

(B) Any employee who has completed the applicable introductory period and who is subject to an indefinite layoff shall be eligible for severance pay based on the following formula:

(1) Two (2) weeks (eighty (80) hours) per year of continuous service.

(2) Employees with less than a full year of continuous service under paragraph (1) shall be eligible for severance on a pro rata basis.

(3) Severance is capped at eight (8) weeks (three hundred twenty (320) hours).

(C) Severance shall not be paid to any employee who terminates for any reason other than layoff, including but not limited to terminations for reasonable cause or voluntary terminations/resignations.

(D) Only regular full-time employees shall be eligible to receive severance.

(E) All severance payments are predicated on the employee signing SOA's severance and general release agreement.

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(F) Employees subject to an indefinite layoff have no recall rights. They may apply for new employment with the Employer, provided, however, they shall have no preference and the Employer shall be under no obligation to rehire them.

ARTICLE 23

WORK FROM HOME

1. The Employer commits to maintaining the current work from home/hybrid requirement for a minimum of six months from date of ratification.

2. The Employer retains the discretion to extend the current work from home/hybrid requirements or alter the requirements from and after six months following ratification.

3. Should the Employer decide it is necessary to change the work from home/hybrid requirements, the Employer will provide the Union with at least thirty (30) days' notice of the effective date of the change.

ARTICLE 24

MANAGEMENT RIGHTS

All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively with the Employer. Without limiting the foregoing and except as otherwise provided in the Agreement, the Union agrees that the Employer has the right to make and implement decisions related to areas including, but not limited to, those enumerated below.

Examples of the rights reserved solely to the Employer, its administration, and its agents and designees include, but are not limited to, the right:

1. To establish the Employer's mission, programs, objectives, activities, and priorities.

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2. To exercise full and exclusive control of the management of Employer and to supervise and direct all operations.

3. To maintain discipline and efficiency of its operations, including the right to discharge, suspend, or discipline any employee for reasonable cause, including violation of the Employer's policies, procedures, and rules.

4. To plan, direct, manage, and control the use of operations, resources, and personnel to achieve the Employer's missions, programs, objectives, goals, activities, and priorities.

5. To establish, revise and administer procedures, rules and regulations and determine the methods and means by which operations are to be carried on.

6. To introduce and implement new or improved methods, equipment, supplies, processes, products, services, games, programming, technology, or facilities, or change or eliminate existing methods, equipment, supplies, processes, products, services, games, programming, technology, or facilities.

7. To determine the work to be done; to assign work; to establish and change daily or weekly work schedules; to establish and change daily or weekly working arrangements; to establish and change teams or departments; to schedule hours of work, including overtime; to establish or eliminate shifts; or to establish or change work from home arrangements, including the frequency of office days and required hours in the office.

8. To establish budget procedures, determine budgetary allocations, and budgetary priorities.

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9. To establish the size, composition, and qualifications of the work force; to determine the nature of positions and whether or not to fill positions; and to use tests, interviews and other selection techniques to hire, promote, transfer, and otherwise evaluate employees.

10. To direct, control, subcontract, outsource, continue, discontinue, consolidate, reorganize, sell, close, merge, reduce, or relocate all or any part of any operations.

11. To recruit, hire, train, evaluate, promote, transfer, demote, or lay-off employees.

12. To determine the basis for merit adjustments, special awards, equity or quasi-equity awards, incentive plans, bonuses, and payments for meritorious performance and to exercise discretion as to the granting, timing, amount, distribution and frequency of such adjustments, and whether or not such adjustments shall accrue to an employee's base salary.

13. To establish, modify and enforce standards of performance, workload, and conduct-and safety for employees; and to determine the process by which employee performance is evaluated.

14. To establish, maintain, modify and enforce health and safety standards and programs.

15. To implement, continue, modify, or discontinue any policies, practices, rules or regulations which do not conflict with the provisions of this Agreement.

16. To utilize personnel, methods and means appropriate for maintenance of an orderly, professional, effective and efficient operation.

17. To maintain employee records, including attendance and time worked.

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The above enumeration of management rights is not inclusive and does not exclude other management rights not specified, nor shall the exercise or non-exercise of rights retained by the Employer be construed to mean that any right is waived.

ARTICLE 25

VIDEO GAME CREDITS

1. The Employer is committed to crediting employees for the work they perform on the Employer's video games. In recognition of that commitment, effective upon ratification of the Agreement, the Employer will provide credit to employees for their future work on video games by listing their name and job title or nature of work within the released video game to the extent practicable.

2. Credits within a title are limited to those employees who complete work on a video game in its pre-first beta stage. Employees who have performed work on a video game shall be credited according to the job title or nature of work that the employee held prior to completion of its pre-first beta stage. This will include members of the QA team assigned to the project at the beginning of the first beta-testing phase who perform work on said video game. Should credits need editing or updating, the Employer retains discretion to implement a time period during which employees may submit their request.

3. The Employer retains discretion to determine the order, format, and final presentation of game credits within a video game.

ARTICLE 26

ARTIFICIAL INTELLIGENCE

1. The Employer recognizes the growing acceptance of the use of Artificial Intelligence (AI) across various industries and acknowledges the Union's concern with potential

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future use of AI in a way that materially increase or decrease the type or manner of work performed by unit employees.

2. In recognition of the Union's concerns, the Employer is willing to commit to discussions with the Union regarding specific areas of work or positions it believes may be materially impacted by the potential future use of AI during the Parties' Labor Management Committee meetings.

3. In the event AI is introduced in a way that materially increases or decreases the type or manner of work performed by unit employees in the workplace, the Employer will provide the Union with at least thirty (30) days' notice and will meet, at the Union's request, to discuss the impact on bargaining unit employees.

ARTICLE 27

ANNUAL WAGE INCREASES

1. Base hourly rates (non-exempt employees) and base salaries (exempt employees) (collectively "base wage rates") are determined upon the date of hire. Base wage rates are evaluated annually by the Employer. Base wage rates are to be considered minimum rates, and nothing herein shall preclude the Employer from paying higher rates to individual employees.

2. Employees shall be eligible for the following annual adjustments to their base wage rates:

(A) **April 1, 2024:** All job classifications shall receive a base-building increase in their applicable base hourly rate or base salary of **4%** effective the first day of the employees' workweek immediately following the date of ratification.

(B) **April 1, 2025:** All job classifications shall receive a base-building increase in their applicable base hourly rate or base salary of **3%**.

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(C) **April 1, 2026:** All job classifications shall receive a base-building increase in their applicable base hourly rate or base salary of **2.5%**.

3. Employees hired after the start of the fiscal year but before December 31 shall be eligible for a pro-rata increase under Paragraph 2.

4. If, in the judgment of the Employer, an employee is not entitled to an increase under Paragraph 2 due to their performance, the Employer may withhold a portion of the increase. Provided, however, that in no event will the increase be less than 2%.

5. The Employer may, at its initiative and in accordance with its judgment, grant higher annual base-building increases and off-cycle adjustments. The Employer may in its discretion consider a number of different factors in determining whether to grant higher annual base-building increases and off-cycle adjustments, including but not limited to performance, experience, skill, compa-ratio/competitiveness, and retention. The above examples are not inclusive and do not exclude other potential considerations the Employer may consider in its discretion.

6. The Employer may, at its initiative and in accordance with its judgment, start an employee above the minimum base hourly rate or minimum base salary for the position. The Employer may consider a number of different factors in determining whether to start an employee above the minimum base hourly rate or minimum base salary for the position, including but not limited to performance, experience, skill, compa-ratio/competitiveness, and retention. The above examples are not inclusive and do not exclude other potential considerations the Employer may consider in its discretion.

7. When an employee is promoted to a higher classification, they will receive the minimum base hourly rate or minimum base salary for the higher classification.

ARTICLE 28

IN-OFFICE MEAL PROGRAM

1. The Employer commits to maintaining the current in-office meal program for a minimum of three (3) months from date of ratification.
2. The Employer retains the discretion to extend the current in-office meal program or alter the program from and after three (3) months following ratification.
3. Should the Employer decide it is necessary to change the current in-office meal program, the Employer will provide the Union with at least thirty (30) days' notice of the effective date of the change.

ARTICLE 29

SEVERABILITY

1. In the event that any provision of this Agreement shall, at any time, be declared invalid or void by any court of competent jurisdiction or by any legislative enactment or by Federal or State statute enacted subsequent to the effective date of this Agreement, such decision, legislative enactment or statute shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid or void shall remain in full force and effect.
2. In the event that any decision, legislative enactment or statute shall have the effect of invalidating or voiding any provision of this Agreement, the Parties hereto shall meet solely for the purpose of negotiating with respect to the matter covered by the provision which may have been so declared invalid or void.

ARTICLE 30

POLICY ON REPRODUCTIVE LOSS

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The Employer is committed to respecting an employee's need to take time-off due to a reproductive loss event. Thus, the Employer is committed to maintaining a policy for all employees with regard to allowing employees who have experienced a reproductive loss event time off that is consistent with all federal and state law requirements.

ARTICLE 31

DISABILITY INSURANCE AND PARENTAL BENEFITS POLICIES

See SOA's Disability Insurance Policy (**Attachment A** of this Agreement).

ARTICLE 32

PARENTAL BENEFITS POLICIES

See SOA's Paid Parental Benefits Policies (**Attachment B** of this Agreement).

ARTICLE 33

OUTSIDE EMPLOYMENT POLICY

See SOA's Outside Employment Policy (**Attachment C** of this Agreement).

ARTICLE 34

DURATION OF AGREEMENT

This agreement shall be effective on the date of full execution by the parties and shall terminate on March 31, 2027 (hereinafter "expiration date") unless the Employer and Union mutually and in writing agree to extend any or all of the terms and conditions of this Agreement.

FOR THE EMPLOYER:
Sega of America, Inc.

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FOR THE UNION:

Communication Workers of America, Local 9510

SCHEDULE A

Included: All full-time and regular part-time 1st Party & Events Manager; Assoc. Manager, PD
Legendary, JPIP; Assoc. Manager, PD/LATAM; Associate Brand Manager; Associate
Localization Producer; Associate Manager, Communications; Associate Manager, Lore;
Associate Manager, Social Media; Associate Marketing Manager; Associate PR Manager;
Associate Producer; Associate Producer, Localization and QA; Associate Product Marketing
Manager; Associate Product Marketing Manager; Associate Sales Support Manager; Associate
Social Media Influencer Manager; Bilingual Project Specialist; Bilingual Project Specialist &
Recruiting Support; Brand Manager; Community Management Coordinator; Community
Specialist; Community Writer; Compliance Lead; Compliance Specialist; Compliance Tester
Temp; Coordinator, Digital Ops; Creative Designer; Creative Services Project Manager; Data
Analyst; Data Analyst, Mobile, Performance Marketing & Ad Monetization; Digital Media
Designer; Digital Media Manager; Digital Operations Coordinator; Digital Promotions Planner;
Editor; Editor Temp; Game Producer; Graphic Designer; Jr. Graphic Designer; Lead Editor;
Lead Translator; Licensing Coordinator; Licensing Coordinator – ATLUS; Licensing
Coordinator, Latin America; Licensing Manager, Softlines; Licensing PD Coordinator;
Licensing Product Development Specialist; Licensing Specialist; Licensing Translator;
Localization Engineer; Localization Producer; Manager, Business & Strategic Planning;

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Marketing Coordinator; Media Associate; Media Associate Temp; Media Producer; Operations Specialist; Producer; Producer, Console; Producer, SP Production Services; Product Marketing Manager; Production Manager, Short Form Animation; Project Communications Manager; QA Lead; QA Lead Temp; QA Tester (Burst) Temp; QA Tester Temp; QA Translator (Temp); Research Communications Specialist; Researcher, Consumer & Competitor Insights; Sales Administrator; Senior Manager, Development; Senior Web Developer; Sr. Community Specialist; Sr. Administrator, Sales & Ops; Sr. Digital Media Manager; Sr. Graphic Designer & Project Manager; Sr. Graphic Designer, Consumer Products; Sr. Producer (Burbank); Sr. QA Lead; Sr. QA Tester Temp; Sr. Researcher; Submissions Coordinator; Submissions Specialist; Translator; Translator Temp and Web Designer employed by the Employer at its facilities currently located at 140 Progress, Suite 100, Irvine California, 6430 Oak Canyon, Suite 150, Irvine, California and [2900 W. Alameda Ave, 7th Floor], Burbank, California.

ATTACHMENT A
DISABILITY INSURANCE POLICY

1. All California employees are covered by California State Disability Insurance (“SDI”), which is a partial wage replacement plan for eligible employees. Pursuant to SDI, a certain amount is required to be deducted from your paycheck to fund the program. SDI provides affordable, short-term benefits to eligible employees through its two programs: Disability Insurance (“DI”) and Paid Family Leave (“PFL”).

2. DI provides affordable, short-term benefits to eligible employees who suffer a loss of wages when they are unable to work due to a non-work-related illness or injury, or due to a pregnancy or childbirth.

3. PFL provides benefits if the employee must take time off work to care for a seriously ill parent, parent-in-law, grandparent, child, grandchild, sibling, spouse, or registered domestic partner; or to bond with the newborn or newly placed adopted or foster child of the employee, employee’s spouse, or employee’s registered domestic partner. PFL provides a maximum of eight weeks of partial wage benefits to eligible employees. Note that PFL is limited to a partial wage-replacement benefit and does not create any additional rights to time off work.

4. Benefits are administered by the State of California. Although you will be provided with information about the program, eligible employees must apply for benefits with the California Employment Development Department and satisfy eligibility requirements. For additional information concerning these benefits, contact the Employment Development Department or Human Resources.

ATTACHMENT B
PARENTAL BENEFITS POLICIES

1. Paid Parental Leave: The Employer will provide eligible employees between four (4) to eight (8) weeks of Paid Parental Leave following the birth of an employee’s child or the placement of a child with an employee in connection with adoption or foster care (“Parental Event”). The purpose of Paid Parental Leave is to enable employees to bond with a newborn child, newly adopted child, or newly placed child. Any Statutory family leave will run concurrently with the Paid Parental Leave described herein.

(A) Eligibility: To be eligible for Paid Parental Leave, an employee must meet the following criteria:

(1) Have been employed with the Employer for at least twelve (12) months (any break in service of six months or more is excluded).

(2) Have worked at least 1,250 hours during the twelve (12) consecutive months immediately preceding the date the leave would begin.

(3) Be a fulltime, regular employee.

(4) Be a resident of the state of California.

(5) Are eligible and have applied for California state benefits.

(B) In addition, the employee must meet one of the following:

(1) Have given birth to, or be the parent of, a newborn child.

(2) Be a spouse or committed partner of a birthing parent who has given birth to a child.

(3) Have adopted a child or been placed with a foster child. The adoption of a new spouse’s or partner’s child is excluded from this policy.

(C) Duration & Pay:

Length of Service	Paid Parental Leave (Maximum)
minimum of 1 year	4 weeks
2 years	6 weeks
3 years	8 weeks

(1) The fact that a multiple birth, adoption, or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the amount of Paid Parental Leave granted for that Parental Event. In addition, in no case will an employee receive more than the allotted Paid Parental Leave in a twelve (12)-month period rolling backward, regardless of whether more than one Parental Event occurs within that twelve (12)-month period. However, eligible employees may request Paid Parental Leave for subsequent Parental Events.

(2) The Employer will calculate pay under this policy as the difference between the base salary/wages and other benefits received from the state so that the employee receives a total of 100 percent of the employee’s regular, straight-time weekly pay.

(3) Paid Parental Leave will be paid on a biweekly basis on regularly scheduled pay dates.

(4) Approved Paid Parental Leave may be taken at any time during the twelve (12)-month period immediately following the Parental Event. Paid Parental Leave may not be used or extended beyond this twelve (12)-month period.

(5) For birthing parents, Paid Parental Leave will commence no earlier than the conclusion of any short-term disability leave/benefit provided to the employee for the employee’s own medical recovery following childbirth.

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(6) Employees may take Paid Parental Leave in one continuous period of leave or intermittently. The minimum duration for intermittent use is two weeks. However, the Employer will grant a request for intermittent leave lasting less than two weeks on up to two occasions and must conclude all Paid Parental Leave during the twelve (12)-month period indicated above.

(7) Paid Parental Leave is not an accrued benefit and unused Paid Parental Leave does not roll over into a subsequent twelve (12)-month period.

(8) Upon termination of the individual's employment at the Employer, they will not be paid for any unused Paid Parental Leave for which they were eligible.

(A) Coordination With Other Policies & Remuneration Sources

(1) Paid Parental Leave taken under this policy will run concurrently with any other applicable and approved and/or required state and/or federal leaves, including leave under the FMLA/CFRA; thus, any leave taken under this policy for circumstances qualifying for leave due to the birth or placement of a child due to adoption or foster care will be counted toward the twelve (12) weeks of available FMLA/CFRA leave (or leave provided under other applicable law) per twelve (12)-month rolling period to the fullest extent permitted by applicable law. The amount of Paid Parental Leave cannot be scheduled so as to extend the available leave under applicable federal state or local law.

(2) Paid Parental Leave benefits under this policy (1) are contingent upon the employee applying for state-mandated wage replacement benefits; (2) will be integrated with state-mandated benefits to the maximum extent permitted by law to supplement or "top up" those benefits; and (3) will be provided in an amount such that benefits from the state-mandated benefits plan and benefits under this policy, taken together, will not exceed 100% of an

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employee's weekly pay. Employees whose state-mandated or other wage-replacement benefit payments are equal to or greater than their base rate of pay will not receive a Paid Parental Leave supplement from the Employer.

(3) It is the employee's responsibility to apply for any state wage-replacement benefits that may be available. The Employer will not assume that employees have applied for any available disability and/or state-mandated paid family leave benefits and will not calculate Paid Parental Leave benefits until an employee provides proof of their state-mandated benefit amount. Failure to apply for the applicable state-mandated wage-replacement benefits will preclude eligibility under this policy.

(4) After the Paid Parental Leave under this policy, state-mandated benefits, and any short-term disability leave for employees giving birth, are exhausted, employees may use any accrued paid time off or sick leave for the balance of their leave under FMLA or CFRA (if applicable). Upon exhaustion of accrued paid time off and sick leave, any remaining leave will be unpaid leave.

(5) The Employer will maintain all group health and welfare benefits for employees during the Paid Parental Leave period at the same level as if they were taking any other Employer paid leave such as paid time off or paid sick leave. For employees who remain eligible for group health and welfare benefits while on leave, the employee's share of premiums during the leave will be deducted from the employee's Paid Parental Leave payments under this policy. To the extent that such payments are insufficient to cover the employee's share of the premiums, the employee will be responsible for making payment arrangements and in accordance with any other policy which may also apply (e.g., FMLA and state-mandated paid family leave).

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(6) If a company holiday occurs while the employee is on Paid Parental Leave, such day will not be charged to holiday pay, and such holiday pay will not extend the length of the employee's Paid Parental Leave entitlement.

(7) If the employee is on Paid Parental Leave when the Employer offers an ad-hoc day off, that time will be recorded as Paid Parental Leave.

(8) Under most circumstances, employees will be reinstated to the same position they held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment. However, reinstatement following Paid Parental Leave is not guaranteed unless required by applicable law.

(B) Requests for Paid Parental Leave:

(1) The employee should provide their supervisor and the Human Resources department with notice of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). The employee must complete the necessary HR form and provide all documentation as required by the HR department to substantiate the request, such as a birth certificate, or adoption or foster care paperwork.

(2) The Employer has the exclusive right to interpret this policy.

(C) Compliance With Federal and State Mandated Leaves

(1) The Employer will comply with all federal, state, and local laws providing employees with paid and unpaid family medical leave rights and benefits. Depending on where an employee works, an employee may be eligible for state-mandated short-term disability or bonding benefits if they are not eligible for or exhaust Paid Parental Leave.

2. Nursing Mothers at Work: The Employer will reasonably accommodate employees who wish to express breast milk at work. In general, the time used to express milk will be considered part of the employee's paid workday as long as their normal work duties continue to be completed in a timely manner. Employees who need to express breast milk may use their provided break time(s). If additional time beyond the normal paid rest break is needed, the time will be provided. Employees may choose to use their meal period to express breast milk as well.

The Employer will provide use of a private and locked location place to express breast milk, which shall not be a bathroom and shall be in close proximity to the employee's work area, shielded from view, and free from intrusion while the employee is expressing milk. The lactation room shall be safe, clean, and free of hazardous materials; contain a surface to place a breast pump and personal items; and a place to sit. The lactation room shall have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electronic or battery-powered breast pump. The Employer will ensure employees have access to a sink with running water and a refrigerator or another cooling device suitable for storing milk, in close proximity to the employee's workspace. Employees should contact the Human Resources department to make appropriate arrangements.

ATTACHMENT C
OUTSIDE EMPLOYMENT POLICY

While employed by the Employer, employees are expected to devote their energies to their jobs with the Employer and to its customers and suppliers. For this reason, second jobs are strongly discouraged. The following types of outside employment may result in the Employer requiring the employee to choose between employment with the Employer and the second job:

1. Employment that conflicts with an employee's work schedule, duties, and responsibilities;
2. Employment that interferes—or appears to interfere—with the employee's ability to make sound business decision on behalf of the Employer;
3. Employment that impairs or has a detrimental effect on the employee's work performance with the Employer;
4. Employment that requires the employee to conduct work, or related activities, on the Employer's property during the employee's working hours (not including rest or meal breaks) or that requires using the Employer's facilities and/or equipment;
5. Employment with any person, firm, corporation or government agency that sells or provides a service to the Employer.
6. To avoid conflicts of interest or the appearance of conflicts of interest, to protect Employer confidential information and trade secrets, and to ensure adherence to your duty of loyalty to the Employer, overlapping employment with any person, firm, corporation, or government agency that competes with the Employer where any of your activities assist your second employer in competing with the Employer, or result in you utilizing or disclosing confidential information, trade secrets, or intellectual property of the Employer.

COLLECTIVE BARGAINING AGREEMENT BETWEEN SOA AND CWA 2024 – 2027

Employees who wish to engage in outside employment that may create a conflict of interest must submit to Human Resources a written request for approval of the opportunity with sufficient detail regarding such opportunity for Human Resources to confirm whether a conflict of interest exists. The employee may not proceed with such outside employment without approval from Human Resources

Nothing in this section is intended to prevent employees from engaging in discussions regarding their wages, hours, or working conditions with any other employees or engaging in protected, concerted activity as defined by the National Labor Relations Act.

ATTACHMENT D
MEMORANDUM OF AGREEMENT
BETWEEN SEGA OF AMERICA, INC. AND CWA, LOCAL 9510

This Memorandum of Agreement (“MOA”) is entered into as of April 30, 2024 by and between Sega of America, Inc. (“Employer”) and Communication Workers of America, Local 9510 (“Union”).

The Employer and Union agree to pay a lump sum stipend to up to five (5) negotiation committee members who are active employees of the Employer for time spent in collective bargaining negotiations for the successor contract to the **April 30, 2024 – March 31, 2027** Collective Bargaining Agreement. The lump sum shall be split equally between the Employer and the Union. The total lump sum shall be the equivalent of five (5) bargaining days at eight (8) hours per day at the committee members’ hourly rate at the time negotiations begin. Time spent in attendance at collective bargaining negotiations is not considered hours worked and the lump sum payments are not benefits baring. The lump sum payments are subject to deductions mandated by law being withheld.

Accepted and agreed as of the date first written above:

Sega of America, Inc.

Communication Workers of America, Local
9510

By:
Its:

By:
Its: