# AN AGREEMENT BETWEEN

# NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS – COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

AND

LAWNEWZ, INC. (D/B/A LAW&CRIME)

June 13, 2023 - June 1, 2026

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#### SECTION I - RECOGNITION AND JURISDICTION

The National Association of Broadcast Employees and Technicians – Communications Workers of America, AFL-CIO ("NABET-CWA" or "Union") is the exclusive representative for collective bargaining purposes of all Studio Technicians ("Employees" or "Technicians") employed by LawNewz, Inc. (d/b/a "Law&Crime", hereinafter referred to as "Company" or "Employer"). Studio Technicians are defined as those employees performing work for the Company in positions including, but not limited to, Technical Director, General Studio Technician, and Broadcast Audio Operator.

#### SECTION II - NO DISCRIMINATION

Neither the Union nor the Company will discriminate against any Employee because of race, creed, age, sex, sexual orientation, gender expression, disability, color, national origin, religion, or any other characteristic protected by applicable federal, state, or local law. The Company will not discriminate against any Employee for anything said, written, or done in furtherance of the policies or the aims of the Union.

#### **SECTION III - EMPLOYMENT**

#### Section 3(a)

As a condition of employment all Employees covered by the Agreement shall, thirty (30) calendar days after the date of execution of this Agreement, or in the case of new employees, thirty (30) calendar days after the first day of work, become members of the Union and remain members in good standing in the Union during the term of each Agreement. An employee is in good standing with the Union when all financial obligations have been met.

# Section 3(b)

The Company shall, within ten (10) working days after receipt of written notice from the Union, discharge any employee who is not in good standing in the Union by virtue of having failed to tender the uniform membership dues, fees, or initiation fees, as required by the preceding paragraph. However, if such employee shall make payment to the Union correcting the nonpayment(s) at issue within ten (10) working days after the Company's receipt of written notice from the Union of such nonpayment(s), the Company shall have no obligation to discharge the employee. Pursuant to this, the Union agrees that it shall notify the Company immediately, in

writing, of its receipt of the nonpayment(s) at issue, if made by the employee within such period of time.

#### SECTION IV - CHECKOFF

Upon receipt of a signed authorization of the employee involved (attached as "Exhibit A" to this Agreement), the Company shall deduct from the employee's paycheck the Union initiation fee and the dues payable by the employee to the Union and transmit the fees and/or dues payable to the Union on a timely basis.

#### SECTION V - NO STRIKES OR LOCKOUTS

The Parties agree that there will be no stoppage of work, lockout, or other interference with Company operations and that the employees hereunder will perform their regular and customary duties for the Company until one of the parties has failed to comply promptly with any final decision of a properly appointed arbitrator or federal, state, or local court order.

#### SECTION VI - NO SUBCONTRACTING

#### Section 6(a)

The Company agrees that it will not transfer or subcontract any work or functions covered by this Agreement and presently being performed by employees in the bargaining unit, or to which employees are entitled under the terms of this Agreement, to persons outside of the bargaining unit.

# Section 6(b)

The Company may employ temporary employees in cases of short-term emergencies which necessitate additional staff. Temporary employees are subject to the provisions of Section 3 ("Employment").

# Section 6(c)

These provisions shall not apply to the Company's use of its control room(s) for purposes of providing general control room services and/or production services that are unrelated to the Company's live trial programming for the Company. For example, if the Company has a production commissioned by another unaffiliated Network that necessities the use of the control room, the unaffiliated Network may assign personnel outside of the bargaining unit for that production. The Company

acknowledges that, in the situation described in the paragraph, it may assign bargaining unit employees on a permissive basis under the terms of this Agreement.

#### SECTION VII – UNION ACCESS

Employees will be granted space in the Control Room to place a NABET bulletin board for posting announcements. Upon written request provided to the Company COO/General Counsel Andrew Eisbrouch (email sufficient to andrewe@abrams-media.com) and/or Company VP, Business & Legal Affairs Eric Slater (eric@abrams-media.com), and, where practicable, with at least twenty-four (24) hours advanced notice, Union officials will be granted access on weekdays between 9:00am and 5:00pm to the worksite to the extent necessary to represent members. The Company will not unreasonably deny a Union official's access to the workplace.

#### SECTION VIII - DISCIPLINE AND DISCHARGE

The Company may discipline or discharge an Employee only for just cause. The Company has just cause to impose discipline or discharge when the Company has a reason for making its decision, and that reason is just and fair. Just cause shall include, but not be limited to, the following:

- employee's fraud, embezzlement, or theft;
- employee being charged with a felony or a misdemeanor involving moral turpitude;
- employee's intentional violation of any law or regulation or of the Company's code of conduct or ethics;
- employee's lying or deceiving within the organization;
- employee's falsification of records or anything related to Employee's duties within the Company;
- employee being intoxicated and/or under the influence of drugs while performing the duties of employee's job;
- employee's viewing of inappropriate websites at work, including pornographic or illegal material;
- employee's intentional violation of general and/or Company safety rules;
- employee's excessive absence and/or failure to show up to work on time;
- employee's harassment of or threatening/violent behavior towards other employees or Company clients;
- the negligence or willful misconduct of employee in performing any aspect of employee's duties or responsibilities for or with respect to the Company or any of its subsidiaries or any conduct that can reasonably be deemed to be

- damaging to the Company, its reputation, products, services, or customers; and
- employee's unauthorized disclosure of any trade secret or confidential information of the Company or a subsidiary.

#### **SECTION IX – RESOLUTION OF DISPUTES**

Should a grievance arise relating to the meaning, application of or compliance with this Agreement, the following procedures shall apply:

#### Section 9(a)

Individual Employees, a Union Official, or management may allege a violation of this Agreement (referred to as a "Grievance"). The Grievance shall be discussed promptly by the Steward or Union Official and the designated management representative on-site for the purpose of resolving the matter;

#### Section 9(b)

Should the Grievance remain unresolved after initial discussion outlined in Paragraph (a) it shall be reduced to writing and sent to a management-designated representative. The written grievance shall state the essential facts involved, and the contractual provisions alleged to have been violated;

#### Section 9(c)

The parties thereafter shall, in good faith, continue to discuss the Grievance after it is reduced to writing. The parties will formally meet to attempt resolve the Grievance prior to any request to arbitration as per Paragraph 9(d);

#### Section 9(d)

Should the Grievance remain unresolved within forty-five (45) days from the date the Grievance is submitted in writing to the other party pursuant to paragraph (b), either party may request arbitration of the dispute by sending a written notice of that effect to the other party and the American Arbitration Association ("AAA"). The parties and the AAA will schedule the arbitration hearing within a reasonable time. The parties shall equally share the AAA's costs and fees. The Final decision or award of the AAA shall be made within thirty (30) days after the close of the hearing. The decision shall be binding upon both parties.

#### SECTION X - WAGE SCALES

Employees covered by this Agreement shall be paid the following minimum annual wage rates based on position and seniority:

#### General Studio Technician

Starting Rate:	\$50,000
1 Year:	\$51,500
2 Years:	\$53,045
3 Years:	\$54,636

#### Technical Director

Starting Rate:	\$66,000
1.5 Years:	\$67,980
3 Years:	\$70,019
4.5 Years:	\$72,120

#### Broadcast Audio Operator

Starting Rate:	\$61,000
1.5 Years:	\$62,830
3 Years:	\$64,715
4.5 Years:	\$66,656

General Studio Technicians who reach the top of the wage scale will receive annual increases of 3.00% until the termination of the Collective Bargaining Agreement.

Technical Directors and Broadcast Audio Operator who reach the top of the wage scale will receive increases of 3.00% every 18 (eighteen) months until the termination of the Collective Bargaining Agreement.

The above wage scales are minimum wage rates. The Company may, at its sole discretion, choose to pay an employee covered by this Agreement above scale.

#### SECTION XI - WORKDAY, MEALS, AND OVERTIME

#### Section 11(a) – Regular Workday / Workweek

The regular workweek is defined to be Monday through Friday. The regular workday is defined as a tour scheduled for not less than eight (8) hours. However, given the nature of the Company's business, it is standard practice for Employees to be required, from time to time, to work on the weekends or evenings, within reason.

#### Section 11(b) – Meals

The regular workday (that which is not less than 8 hours) will include a one hour unpaid meal break, which shall be scheduled reasonably close to the middle of the workday.

# Section 11(c) - Overtime for Non-Exempt Employees

Hours worked beyond forty (40) hours in a regular workweek shall be regarded as overtime and compensated at one and one-half (1½) times the employee's regular rate of pay. For sake of clarity, the meal break period shall not be considered time worked for purpose of calculating weekly overtime.

#### Section 11(d) - Breaks

The Company will allow for reasonable break periods, as needed, throughout the workday.

# Section 11(e) - Extended Work Hours

In the event the Company requires employees to work extended hours in a day or on the weekends, the Company will, on a case-by-case basis, determine if employees will be compensated or reimbursed for transit home and for meals outside the regular workday.

# **SECTION XII – HOLIDAYS**

The Company's Holiday Policy shall be applicable to employees covered by this Agreement in accordance with the terms of that Policy.

#### **SECTION XIII – LEAVE TIME**

#### Section 13(a) - Sick Time

For each year of employment with the Company, Employees shall be granted 5 (five) days of sick time per year. Sick time shall not roll over to the following year. After three (3) consecutive sick days, Employee shall be required to provide to Employee's supervisor a doctor's note.

#### Section 13(b) - Vacation Time

- (i) For Employees who have been with the Company more than one (1) year: Employees shall be eligible for up to 14 (fourteen) days of vacation each year.
- (ii) For Employees who have been with the Company less than one (1) year: During an Employee's first full year of employment with the Company, Employee shall be eligible for up to 10 (ten) days of vacation.
- (iii) All vacation time shall be based on Employee's start date and prorated in accordance with such start date.
- (iv) Vacation days shall not rollover to the following year.

## Section 13(c) - Personal Time

Employees shall be granted two (2) days of personal time each year, which can be used for personal or urgent matters. Personal time shall not roll over to the following year.

## Section 13(d) - Additional Information

(i) No Accrual of Leave Time During Certain Absences

Temporary employees, part-time employees, and interns are not eligible for personal or vacation days. PTO (which includes sick, personal, and vacation time) is not accrued in pay periods during which an employee is not at work for any extended period, including FMLA leave or other leave that is available by local or state law/regulation. Some examples of time off that would not be covered by PTO, for

which separate federal, or state guidelines exist, include paid company holidays and required jury duty. Given that Abrams Media companies are in the business of news media and reporting, certain staff will be required to work on federal holidays.

#### (ii) No Carryover

Employees may not carry over accrued but unused leave time/PTO. Any accrued but unused leave time/PTO will be forfeited by the employee at the end of their first full year or calendar year (or the then current year of employment), and employees will not be paid out for any unused leave time/PTO.

#### (iii) Requests for PTO

The Company requests two (2) weeks prior written notice to Employee's supervisor unless the leave time/PTO is to be used for unexpected illnesses or emergencies. In all instances, leave time/PTO must be approved by Employee's supervisor in advance. Employee must also notify the Office Manager so he/she can record the days in the system. Any such time in excess of annual leave/PTO time will be treated as unpaid leave.

- (iv) No employee is permitted to utilize more than five (5) consecutive leave/PTO days at any time without prior written approval by Employee's supervisor. Given that leave time/PTO is subject to supervisory approval, not every employee may take accumulated time simultaneously in December.
- (v) When multiple employees request the same time off, their seniority and/or job duties may determine priority in scheduling PTO.

# SECTION XIV - TEMPORARY UPGRADING

An Employee who is assigned to work a job classification with a different wage rate for more than four (4) hours in a given workday will be compensated at the highest rate between the two classifications for the duration of the time worked at the higher rate.

# SECTION XV – OPERATIONAL SAFETY AND CHANGES IN PROTOCOL

#### Section 15(a) Change in Procedure

The Company will notify the Union in advance of an operation or use of new technical equipment that results in a significant change in any established method of operation. Upon request, the Company will meet with the Union to discuss the impact of the change in operation or use of new equipment and the impact on the bargaining unit.

#### Section 15(b) Training

- (i) Employees will receive training on Company time that, in the Company's view, is necessary to perform the job-related duties to which they are assigned.
- (ii) The Company and NABET-CWA encourage employees under this Agreement to improve their skills and knowledge by applying their initiative and using all available training resources. In accordance with this objective, the Company will make an effort to provide those employees who wish to improve their skills and abilities on their own time with the opportunity to use its equipment and facilities. The Company will also consider releasing such employees for training during their working time, provided that operational requirements permit such release. Any release for training during working time shall be in the Company's sole discretion.

# Section 15(c) Safety

The Company agrees to meet with the Union, upon request, to discuss any matters related to the safety of the Union's members at the worksite.

# Section (d) Excessive Workload

The Company will refrain from assigning Employees for continuous excessive hours of work resulting in excessive mental or physical strain. Examples of excessive workload include, but are not limited to, scheduling excessive amounts of mandatory workdays (i.e. 7+ days), scheduling excessive amounts of mandatory hours (i.e. 14+ hours in a day), assigning excessive amounts of duties (i.e. duties beyond the reasonable capabilities of one person).

# SECTION XVI - BENEFIT PLANS

The Company's health and retirement benefit plans shall be applicable to all eligible employees in accordance with the terms offered by those Plans.

# **SECTION XVII – DURATION**

The Agreement shall be in full force and effect from June 13, 2023 until June 1, 2026.

Charles Braic

President NABET-CWA

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Andrew Eisbrouch

COO & General Counsel

Abrams Media

On Behalf of LawNewz, Inc.

Louis Marinaro

President

Local 11, NABET-CWA