

**AGREEMENT** made as of the 30<sup>th</sup> day of January 2007, between **HARPERCOLLINS PUBLISHERS L.L.C.** (the "Employer") and **THE ASSOCIATION OF HARPERCOLLINS EMPLOYEES** (the "Union"), Affiliated with Technical Office and Professional Union ("T.O.P."), Local 2110, United Auto Workers.

## **1.0. DEFINITIONS**

1.1. Whenever used in this Agreement, the following terms shall have meanings only as follows:

1.1.1. "Bargaining unit" means all employees of the Employer who are based or located in New York City and who are employed in the positions on the list that is annexed hereto and made a part hereof as "Appendix A" except that if the Employer should ever use an "Assistant Manager" title and the employee with that title is assigned supervisory duties, such an employee will not be a member of the bargaining unit. The bargaining unit does not include, and this Agreement does not apply to, executive, administrative, or supervisory employees, the secretaries to corporate officers of the Employer or the heads of major departments, persons employed in the Human Resources Department, or employees whose employment is temporary.

1.1.2. "Day" means working day if the period involved is less than a week and every day if the period involved is a week or more.

1.1.3. "Employee" means an employee within the bargaining unit.

1.1.4. "Grievance" means a complaint or dispute involving the application or meaning of this Agreement or arising out of its provisions.

1.1.5. "Holiday" means a paid holiday referred to in Section 6.1.

1.1.6. "Party" means the parties hereto: the Employer and the Union.

1.1.7. "Temporary employee" means a person who is hired and on the Employer's payroll and who fills a bargaining unit position for a limited period that is not expected to extend beyond four months. Any further extension may be made only by the mutual agreement of the Employer and the Union.

1.1.8. "Intern" means a matriculating student hired for the purpose of gaining experience and learning about the publishing business. The term of employment of an intern shall not be longer at any one time than the length of such intern's academic semester or summer break. Any exceptions to this shall be by mutual agreement between the Employer and the Union. The Employer shall not fill a bargaining unit position with an intern.

1.2. The singular includes the plural as the context may indicate.

## **2.0. RECOGNITION; BARGAINING UNIT; OPEN SHOP; UNION ACTIVITY**

2.1. The Employer recognizes the Union as the exclusive collective bargaining representative for all its employees who are in the bargaining unit.

2.2. New positions that may hereafter be created by the Employer shall be included in or excluded from the bargaining unit on the basis of the definition of the bargaining unit set forth in Section 1.1.1. and such other criteria as either party can demonstrate were used to establish the bargaining unit. The Employer shall notify the Union in writing of any changes in the job responsibilities of existing positions, or of the creation of new positions, that may be reasonably deemed to affect their inclusion in or exclusion from the bargaining unit. If any existing job description for a title included in the bargaining unit is formally revised, the Employer shall promptly send a copy of such revised job description to the Union.

2.2.1. The Employer shall notify the Union of any newly created title within the bargaining unit, and the level identifier, prior to posting.

2.2.2. If the Employer decides to use a title that is included in Appendix A but is not included in Appendix B, the Employer shall slot the title into the appropriate level in Appendix B and promptly send a copy of the new job description, which will include the level identifier, for that title to the Union.

2.3. It is not a condition of employment for employees to apply for membership in the Union or pay dues to the Union.

2.4. The Employer shall deduct Union dues or a sum equivalent thereto from the pay due to employees who have signed written authorizations for such deductions in accordance with the provisions of the authorizations. The Employer shall remit to the Union on a monthly basis the sums so deducted with a statement showing the names of the employees and dates and amounts of the deductions made from their respective salaries. The Union will indemnify and save harmless the Employer from and against any claims asserted against the Employer by any employee based on the Employer's deduction of Union dues from such employee's pay based on a written authorization signed by such employee.

2.5. Bargaining unit employees shall be entitled to participate in any direct deposit program that is made generally available to Employer's other employees in its New York offices, subject to such changes thereto as may be made from time to time by the Employer in its sole discretion.

2.6. The Employer recognizes and shall not interfere with the right of employees to become members of the Union and will not restrain or coerce employees because of membership or lawful activity in the Union, nor will it, by discrimination in respect to promotions, transfers, recalls, tenure of employment, or any other term or condition of employment, attempt to discourage membership in the Union.

2.7. The Union shall not intimidate or coerce any employee in respect to such employee's employment or in respect to Union activities or membership.

2.8. The Employer shall provide a copy of this Agreement and any agreed-upon changes hereto to each new hire for a job in the bargaining unit.

### **3.0. MANAGEMENT RIGHTS**

3.1. Except as expressly abridged or modified by this Agreement, and subject to the Union's rights as collective bargaining representative of the employees, the Employer shall have the sole right to conduct its business, direct and control its operations, to adopt policies for the management of its business and operations, and manage its affairs as it deems expedient, including, without limitation, the sole right to hire, discipline, discharge, or lay off employees, to increase or decrease the work force, to acquire and merge with other companies, to rearrange, create or close divisions, departments or operations, to sell or otherwise dispose of any of its divisions, departments or operations or to transfer equipment or operations to other locations, to schedule work, to train personnel, to assign work to specific employees, including supervisors, to adopt reasonable work rules, to engage interns, temporary agency personnel or independent contractors, to determine the number of offices and their locations and the type of work to be performed in each office and in each location, to alter or change the type and nature of its operations, and to make such technical or other changes in its operations as it may deem necessary for efficient or improved operation.

### **4.0. HIRING; SENIORITY; PROMOTIONS; REDUCTIONS IN FORCE; NOTICE TO UNION**

4.1. New employees shall be subject to a trial period of three months which may be extended to up to five months by mutual agreement between the Employer and the Union ("the Trial Period"). During the Trial Period, new employees shall be covered by all of the provisions of this Agreement.

4.1.1. During the Trial Period, a new employee may be discharged at the sole discretion of the Employer without regard to cause, and no such discharge shall be subject to Section 9.2 or the grievance procedure and arbitration provision of this Agreement.

4.1.2. At the end of the Trial Period, a new employee's seniority shall revert to the date of hire.

4.2. For each available job in the bargaining unit there shall be a job posting which shall set forth a description of the available job, the required background, the date the job was initially posted, the level identifier, and whether the job is a newly created position or a replacement. All such job postings shall be posted on the electronic Job Posting bulletin board. Before notifying their supervisor, employees can request a confidential, exploratory meeting with Human Resources, to discuss the requirements of the open job and their qualifications. Human Resources will discuss the employee's background with the hiring manager in confidence. If the hiring manager expresses interest in the employee, the employee can interview with the hiring manager after notifying his or her supervisor. Hiring managers may not interview internal candidates without first

receiving confirmation from Human Resources that the employee's supervisor has been notified.

4.3. Employees shall have preference over new hires in filling job openings that occur within the bargaining unit, as follows:

4.3.1. In order to give employees an opportunity to apply and be considered for a job opening within the bargaining unit, the Employer shall post the opening as provided in Section 4.2. and inform the Union of the opening at least three days before the Employer begins personal interviews with outside candidates. The Union may waive the posting requirement in a specific situation. The Employer shall not make an offer for the opening until the sixth working day from the posting date.

4.3.2. Where relevant job experience, knowledge, training, efficiency, and ability to perform the work are, in the reasonable estimation of the Employer, relatively equal among candidates for such an opening, employees shall have preference over outside candidates, and senior employees shall have preference over junior employees whether the job opening is in a level the same as, higher or lower than the employee's existing job level. In the case of an employee moving to a position in a lower level, the salary of the job shall be determined by the Employer.

4.3.3. Upon the written request of an employee who has applied for a job under the foregoing provisions and been turned down in favor of an outside applicant or a more junior employee, such request to be received within no more than 10 working days from notice the employee has been turned down, the Employer shall promptly (but within no more than 10 working days from the Employer's receipt of such a request) provide a written statement with a copy to the Union of its reasons for concluding that the qualifications of the employee turned down were not relatively equal to those of the person selected.

4.4. For the purpose of applying the provisions of Section 4.3 of this Agreement, employees of the Employer and its subsidiaries from outside the bargaining unit shall not be considered "new hires" or "outside candidates" and a bargaining unit employee shall not have preference over an employee of the Employer or its subsidiaries from outside the bargaining unit (including such an employee laid off within the past 12 months) with more seniority from the date of hire with the Employer or its subsidiaries.

4.5. If a new employee is hired into a job at a salary more than that of an employee currently employed by the same department and who has the same job title, the salary of the current employee shall be raised to that of the newly hired employee, provided that the relevant job experience, requirements of the job, knowledge, training, efficiency, and ability to perform the work are, in the reasonable estimation of the Employer, relatively equal between the two employees. If a new employee is hired as a clerk or receptionist/secretary at a salary more than that of an employee currently employed by any department and who has the same job title, the salary of the current employee shall be raised to that of the newly hired employee, provided that the relevant job experience, requirements of the job, knowledge, training, efficiency, and ability to perform the work are, in the reasonable estimation of the Employer, relatively equal between the two employees.

4.6. Layoffs or reductions in force resulting from a reduction in business, changes in operations, reorganizations, acquisitions or divestitures or similar reasons shall be among all of the employees in each job title in each department affected in inverse order of seniority with the Employer, subject only to the ability of the more senior employee to perform the work.

4.7. When a department that does not consist of any bargaining unit employees is combined with a department consisting of bargaining unit employees, and that combination results in a layoff(s), the layoff(s) shall occur in inverse order of seniority. The seniority of the employees shall be determined as set forth in Section 4.8.

4.8. In applying the provisions of Section 4.0 of this Agreement, the seniority of employees shall be determined by their date of hire with the Employer. For this purpose, "date of hire" shall mean the date the individual became an employee of the Employer, or in the case of an employee of a subsidiary, the date of hire shall mean the date the subsidiary was acquired by the Employer or the date the individual became an employee of the subsidiary, whichever date is later.

4.9. For a period of one year after the date of an employee's layoff, or until Section 4.10.3 applies, a laid off employee with seniority shall be entitled to recall to the position from which the employee was laid off, in order of seniority, before a new employee is hired for that position and to have preference over outside candidates and employees with less seniority to the extent specified in Section 4.3 for all posted jobs within the bargaining unit for which they may be qualified.

4.10. Seniority shall be lost if an employee:

4.10.1. leaves voluntarily or is discharged for cause; or

4.10.2. has been laid off continuously for one year or for a period equal to the employee's seniority, whichever is shorter; or

4.10.3. fails to return to work within two weeks after the Employer has mailed a notice of recall to the employee by certified mail addressed to the employee's last address as it appears on the Employer's records and has given a copy of such notice to the Union.

4.11. Employees may be promoted at the discretion of the Employer. Promotion means a transfer to a job with a higher level identifier in Appendix B.

4.11.1. An employee promoted from one level to the next higher level shall receive an increase of at least 10% or an increase that brings such employee to the minimum applicable to the level to which such employee is being promoted whichever is greater.

4.11.2. An employee promoted more than one level shall receive an increase of at least 10% for each additional level or an increase that brings such employee to the minimum applicable level to which such employee is being promoted, whichever is greater.

4.11.3. The Employer may pay a promotional increase above the amount(s) provided for in Sections 4.11.1 and 4.11.2. In determining the amount of any additional increase the Employer shall give consideration to the promoted employee's pre-promotion base salary, the scope of responsibilities entailed in the new position and the job experience and ability of the promoted employee.

## **5.0. HOURS OF WORK AND OVERTIME**

5.1. The normal work week shall be 35 hours from Monday through Friday, and the normal working day shall be a seven-hour day over an eight-hour period with one hour for lunch, beginning at 9:00 a.m. unless different hours are mutually agreed upon between an employee and the employee's supervisor. Family obligations, academic pursuits, and other cases of need shall be given consideration by the supervisor in determining whether to grant such different hours.

5.2. All work on a Saturday and all work in excess of 35 hours a week shall be paid for at one and one-half times the regular rate. All work on a holiday shall be paid for at one and one-half times the regular rate, plus the holiday pay. All work on a Sunday shall be paid for at two times the regular rate. All overtime must be authorized by the employee's supervisor prior to the overtime being worked. Overtime shall be paid when an overtime form has been completed, signed by the employee's supervisor and forwarded to Payroll.

5.3. A holiday or paid sick day shall be deemed a day worked for the purpose of determining overtime worked during the week in which either occurs.

5.4. For the purpose of computing overtime, the hourly rate of each full-time employee shall be deemed to be 1/35 of the employee's weekly wage.

5.5. The Employer shall give an employee at least 24 hours notice of overtime, except in an emergency, where notice shall be given no later than noon of the day on which overtime is required. The Employer shall give as much advance notice of holiday or weekend overtime as is practicable.

5.6. An employee authorized to work more than two hours of overtime in a day shall receive a meal allowance of \$10.00. An employee authorized to work after 8 p.m. shall be reimbursed for taxi fare home if within New York City, or to the employee's usual New York City terminal and from the employee's usual suburban station home if located outside the city.

5.7. The Employer shall post a copy of the overtime policy on the bulletin board in the Human Resources Department reserved for the posting of notices regarding employees' rights.

## **6.0. HOLIDAYS AND PERSONAL DAYS**

6.1. Bargaining unit employees shall be entitled to the same holidays and the same number of personal days as all employees in the Employer's New York office who are

not members of the bargaining unit, including any changes in such holiday and personal day entitlements as the Employer may make.

6.1.1. The following shall be holidays with pay:

New Year's Day  
Martin Luther King Holiday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Friday after Thanksgiving Day  
Christmas Day

6.1.2. In no case shall the total number of holidays and personal days be less than 15 days.

## **7.0. RATES OF PAY**

7.1. For the term of this Agreement, the minimum annual rates for full-time employees as apply to the levels identified in Appendix B shall be as follows, and any adjustment necessary to bring an employee to a minimum as set forth below will be made after any applicable merit or promotional increase has been applied:

Level 3	\$30,000
Level 4	\$33,000
Level 5	\$35,000
Level 6	\$40,500

7.2. This paragraph was intentionally omitted.

7.3. For each year of the Term, provided that the Employer in its sole discretion announces that it will pay merit increases generally to its non-bargaining unit employees, the Employer will notify the Union of the merit pool percentage applicable to such non-bargaining unit employees, and the Employer will pay individual merit increases to bargaining unit employees eligible to receive merit increases so as to increase the aggregate annual salaries of bargaining unit employees by the same percentage; in no event will the merit pool applicable to bargaining unit employees be less than 3.5% of the aggregate annual salaries of such employees. Merit increases will take effect on January 1; provided, however, that in any such year in which the Employer does announce that it will pay merit increases to its non-bargaining unit employees generally, each bargaining unit employee eligible to receive a merit increase will receive an increase in annual salary of no less than one of the following amounts, as applicable: \$1,000 (if hired on or before January 1 of the preceding year), or \$500 (if hired after January 1 of such year). If the Employer announces that it will pay to non-bargaining unit employees generally some type of compensation in lieu of a merit increase in 2008 or 2009 (such as a one-time bonus), it will pay similar compensation to bargaining unit employees pro rata based on aggregate annual salaries, applying the guidelines set forth above with respect to merit increases. Any amounts payable to bargaining unit employees in lieu of a merit increase

under this Section 7.3 will be effective and payable on the same date that such other amounts become payable to the Employer's non-bargaining unit employees.

7.4. Any employee who does not receive a merit increase due to being on formal warning shall receive a merit increase effective as of the date the warning period is no longer in effect under the provisions of Section 9.2.1.

7.5. Each bargaining unit employee shall have a formal performance appraisal annually. In no event does this preclude a supervisor's right to communicate with an employee throughout the year regarding performance either orally or in writing.

7.6. Any employee may grieve the supervisor's decision on such employee's performance appraisal or merit increase up to but not including arbitration, or the employee may appeal to the Merit Review Panel (the "Panel").

7.6.1. An appeal to the Panel may be filed by an employee directly or through a Union member designated by the Union to coordinate the appeal process. The Employer shall notify the Union of any appeal filed directly by an employee. Both parties will proceed in a timely fashion.

7.6.2. The Panel shall review the fairness of the appealing employee's performance appraisal. If the Panel determines that changes are required in the performance appraisal, the Panel shall cause the appraisal to be changed accordingly and the department head shall review the merit increase in light of the corrected performance appraisal. The determination of the Panel shall be final, except that an employee may attach a response letter to the copy of the Panel's decision placed in such employee's personnel file.

7.6.3. The Panel shall consist of five management representatives. As vacancies on the Panel occur for any reason, management representatives shall be selected by the Union from a list of names provided by the Employer. There will be three names submitted for each vacancy.

## **8.0. VACATION**

8.1. Employees shall be credited on January 1<sup>st</sup> of each year with the number of vacation days they are eligible to take during that calendar year. Vacation days will be credited based on the anniversary the employee will reach in that year as follows:

<u>Anniversary</u>	<u># of days credited</u>
1 <sup>st</sup> or 2 <sup>nd</sup>	10
3 <sup>rd</sup> through 5 <sup>th</sup>	15
6 <sup>th</sup>	16
7 <sup>th</sup>	17
8 <sup>th</sup>	18
9 <sup>th</sup>	19
10 <sup>th</sup> or greater	20



8.2. Employees shall be credited with vacation days in the first year of employment as follows:

<u>Hire Date</u>	<u># of days credited</u>
January - June	10
July - September	5
October - December	0

8.3. Vacations shall be taken at times mutually agreed upon by the employee and the employee's supervisor, preference being given to employees in order of seniority. A request by an employee for continuous vacation will not be unreasonably denied.

8.4. An employee shall be entitled to receive vacation pay in advance, provided vacation has been scheduled with and approved by the employee's supervisor at least three weeks in advance.

8.5. Upon termination of employment, an employee shall receive pay for any unused vacation based on the following proration schedule:

<u>Month of Termination</u>	<u>Proration of vacation days credited</u>
January - March	25%
April - June	50%
July - September	75%
October - December	100%

8.6. Military or National Guard service shall not be counted as a vacation period unless an employee desires it to be.

8.7. Upon the written approval of the employee's supervisor, an employee may carry over one half of the employee's vacation to the following year. When such approval is granted, the vacation allowance thus carried forward will be valid only in the immediately succeeding year, or else it will be forfeited. If an employee is required in writing by such employee's supervisor for valid business reasons to postpone all or part of such employee's vacation to the next year, the employee shall be entitled to take the vacation time so postponed in that year, or at the option of the employee, to receive vacation pay in lieu thereof.

## **9.0. DISCHARGE PROCEDURES**

9.1. No employee may be discharged except for just cause.

9.2. Other than as provided in Section 4.1.1, no discharge for reasons of unsatisfactory job performance may take place unless and until the employee has been warned and notified by the employees' supervisor in writing at least three weeks earlier of the way(s) in which the employee's performance is unsatisfactory. The purpose of this warning and the warning period is to give the employee a reasonable time and opportunity to improve performance to a satisfactory level and thereby avoid being discharged. Copies of any

such warning shall be given to the Human Resources Department and to the Union. Upon the expiration of the three-week warning period, one of the following shall occur:

9.2.1. the employee will be notified in writing, with copies to the Human Resources Department and the Union, that the employee's performance has improved to a satisfactory level and that the warning notice is no longer in effect; or

9.2.2. the employee will be notified in writing, with copies to the Human Resources Department and the Union, that the warning period is being extended for an additional period of time not to exceed two weeks at the end of which either Section 9.2.1 or 9.2.3 shall apply, or

9.2.3. the employee's employment will be terminated.

9.3. If an employee receives two warnings asserting the same kind of unsatisfactory performance within a six-month period and because of improved performance the second warning is no longer in effect, the foregoing notice provisions shall not apply to a case of similar unsatisfactory performance for the following nine months.

## **10.0. LAYOFF PROCEDURES**

10.1. Where the Employer proposes a layoff to achieve a reduction in force or a reorganization, the following procedures shall apply:

10.1.1. The Employer shall give written notice of its planned action to the Union and to the employees affected at the earliest practical date prior to the effective date of the layoff. In no case shall notice be less than 20 working days.

10.1.2. The Employer will use reasonable efforts to find a suitable position with the Employer for any employee to be laid off, but it is understood that this does not alter or affect the provisions for filling available jobs within the bargaining unit contained in Sections 4.2 through 4.4 of this Agreement. Reasonable efforts shall include retraining, if appropriate in the reasonable estimation of the Employer, up to a cost of \$500.00 per employee exclusive of the employee's salary during the retraining period. If the Company is unable to offer the employee a new position internally, then outplacement services will be provided up to a cost of \$1000 per employee.

10.1.3. Any employee who is laid off pursuant to the foregoing provisions and who desires to take school courses to train for other employment and who successfully completes such coursework within one year of termination shall be reimbursed by the Employer for such employee's course tuition up to \$500.00.

10.1.4. The Employer's decision to effect such reduction in force shall not be subject to arbitration.

10.1.5. No one shall have preference under Section 4.3 over an employee with ten or more years seniority who is within five years of normal retirement and has received notice of layoff.

10.2. An employee who is laid off shall be entitled to severance pay measured by the highest salary level which the employee attained during such employee's employment, as follows:

10.2.1. After one year of continuous service, a total of four weeks' pay;

10.2.2. After 18 months of continuous service, a total of six weeks' pay;

10.2.3. After 2 years of continuous service, a total of eight weeks' pay;

10.2.4. For each additional year of continuous service, two weeks' pay.

10.2.5. Partial years shall be based on the number of months worked rounded up to the full month.

10.2.6. The maximum severance payment to an employee shall be 52 weeks' pay.

10.2.7. An employee who commences employment with another employer before the employee's scheduled termination date, but after having received notice of layoff, shall receive salary to the date such employee leaves the employment of the Employer, and shall receive severance pay based upon the same date.

10.2.8. An employee who is rehired after having received severance pay shall be deemed to be a new employee for the purpose of qualifying for any subsequent severance payment.

10.2.9. If an employee in the bargaining unit is employed by a unit or division of the Employer that is sold by the Employer (whether by sale of stock or sale of assets or other disposition) to another entity (the "Buyer") and that employee is offered employment by the Buyer (or an affiliate, subsidiary or other entity of the Buyer designated by the Buyer to acquire the unit or division sold by the Employer) at the same salary and with comparable responsibilities and comparable benefits in the aggregate as such employee is receiving from the Employer at the time of the sale at a job location within a 25-mile radius of 10 East 53rd Street, New York, New York (but including the following locations -- White Plains, New York; Greenwich, Connecticut; Stamford, Connecticut; and Pleasantville, New York, notwithstanding the distance of those locations from 10 East 53rd Street, New York, New York), such employee shall not be entitled to receive severance pay from the Employer, regardless of whether such employee accepts such offer of employment from the Buyer. Further, if an employee accepts an offer of employment from the Buyer at a location beyond a 25-mile radius from 10 East 53rd Street, New York, NY, such employee shall not be entitled to receive severance pay from the Employer. Nothing in this provision shall be deemed to affect the provisions of Section 20.2.

10.2.10. An employee who accepts employment with the parent or a subsidiary or affiliate of the Employer shall be entitled to receive four week's severance pay hereunder from the Employer.

## **11.0. INFORMATION TO UNION**

11.1. In addition to the other notice requirements of this Agreement, the Employer shall within one week give written notice to the Union of the following regarding members of the bargaining unit:

11.1.1. The name, address, sex, date of birth, date of hire, job title, and salary of each new employee, and such information as the Employer records as to minority status.

11.1.2. The date and nature of change of job title of any employee.

11.1.3. The name and date of transfer of any employee to a job title within or outside of the bargaining unit, and

11.1.4. The date of termination of employment of any employee and the reason therefor.

11.2. As soon as possible after the end of each month, the Employer shall furnish to the Union a printout of the then-current payroll of the bargaining unit members.

11.3. The Employer shall promptly notify an employee whenever any comment or notation regarding the employee is placed in the employee's personnel file. The employee shall be allowed to place in such file a response to anything contained therein that such employee deems to be adverse. Upon request and with reasonable notice to the Human Resources Department, any employee may review such employee's own file in the Human Resources office and shall be provided with a copy of any material contained in the file upon request. The files are to remain within the Human Resources Department.

## **12.0. SICK LEAVE AND OTHER LEAVES OF ABSENCE**

12.1. The Employer shall grant leaves with pay for illness, including disability associated with maternity, up to a maximum of 26 weeks with pay. Satisfactory evidence of an employee's illness may be required by the Employer in individual cases.

12.2. Employees shall be entitled to leaves of absence without pay for parenthood (including adoption) of up to 6 months, but not exceeding the employee's seniority, whichever period is shorter. The Employer shall continue to pay for any employee's medical coverage as provided in Section 13.1 while the employee is on such leave.

12.3. Leaves of absence granted under Sections 12.1 and 12.2 shall not in the aggregate exceed 6 months in any 12-month period, unless extended by the Employer at its discretion, and shall count toward the 12-week period allowed under the Employer's Family Leave Policy.

12.4. Employees shall be entitled to leaves of absence without pay pursuant to the Employer's Family Leave Policy in effect as of January 1, 2004, subject to any changes that the Employer may be required by law to make.

12.5. The Employer may grant leaves of absence without pay for personal emergencies other than those covered by its Family Leave Policy of up to 6 months or the length of the employee's seniority, whichever period is shorter, and may grant leaves of absence for personal emergencies covered by its Family Leave Policy beyond the 12-week period provided thereby up to a combined total leave period of 6 months or the length of an employee's seniority, whichever period is shorter. The Employer shall not continue to pay for any employee's medical coverage as provided in Section 13.1 while such employee is on such leave, pursuant to this Section 12.5, but such employee shall have the option of continuing such coverage at such employee's own expense.

12.6. Employees who are covered by any soldiers' and sailors' civil relief act or similar statute that affects their rights as employees shall have the benefit and protection of those statutory rights as a matter of this Agreement in addition to the remedies provided by the applicable statute. An employee who has refused service in the Armed Forces or who has been discharged therefrom under other than honorable conditions because of her or his religious or political beliefs shall be given reasonable consideration for restoration to employment.

12.7. An employee called to serve on jury duty shall receive her or his regular weekly salary during the period of such service, except that the Employer may deduct therefrom any fees or payments received for such jury duty.

### **13.0. BENEFIT PLANS**

13.1. Bargaining unit employees shall receive the same benefits package and be subject to the same benefits policies as are generally applicable to other employees of the Employer, which packages and policies may be modified from time to time by the Employer, at its sole discretion.

### **14.0. EQUAL RIGHTS**

14.1 The Employer and the Union agree that there will be no discrimination in employment, promotions, transfers, recalls, wages, or other status or terms or conditions of employment, based upon sex, sexual orientation, age, race, creed, color, religion, political affiliation or belief, marital or parental status, disability, military status, transgender status, or union membership or activity.

14.2. It shall be a continuing obligation of both parties to meet at the request of either of them to explore and seek to develop ways to make this equal rights principle effective and to insure the kind of equal employment opportunities that make for a diverse workforce.

### **15.0. TEMPORARY EMPLOYEES**

15.1 If a temporary employee continues to work in a bargaining unit position beyond four continuous months, or such longer period as may be agreed upon by the Union, such employee shall be classified as a regular employee and become entitled to seniority rights

retroactive to the date of commencement of temporary employment and such employee shall be eligible for all benefits provided under this Agreement, effective as of the date on which such employee becomes a regular employee, subject to all of the terms and conditions of the applicable benefit plans, except that such employee shall be deemed to have satisfied the waiting period required under the Employer's medical/dental plan.

15.2. This Agreement shall not apply to interns or employees of independent contractors, who may be retained by the Employer from time to time in its discretion, as heretofore, except that if the Employer retains a temporary from an agency, such temporary may not be retained for more than four months without the consent of the Union.

15.3. If the Company determines to post a temporary job, it shall be posted on paper having a different color from that used to post bargaining unit jobs.

## **16.0. BULLETIN BOARDS; UNION ACTIVITIES**

16.1. The Employer shall provide a reasonable number of mutually acceptable places to be used for bulletin boards by the Union for the purpose of posting notices of Union meetings, activities, recreational and social affairs, elections and appointments. The Employer shall have the right to promulgate non-discriminatory rules regarding the distribution or posting of pamphlets, advertising material, political matter, notices, or other kinds of literature, and the Union agrees to abide by such rules. The Employer acknowledges that it has agreed that the bulletin boards currently located in the rest rooms on each floor may be used for the purpose of posting Union notices and for the posting of personal notices, such as the sale or rental of articles or lodging, by employees.

16.2. Company time may be utilized for Union business only to the extent required:

16.2.1. to meet with representatives of the Employer at its request; or

16.2.2. to meet with representatives of the Employer at the Union's request pursuant to a provision in this Agreement.

16.2.3. to a reasonable extent, to conduct business on behalf of the Union which cannot reasonably be conducted other than during normal working hours. However, in any instance where such business is expected to take more than 15 minutes, the employee(s) involved shall inform such employee's(s') supervisor(s), with notice to the Human Resources Department, as far in advance as possible of the need to conduct such business, and shall secure the permission of the such employee's(s') supervisor(s) to do so, which permission shall not be unreasonably withheld.

16.2.4. Six times a year employees shall be entitled to one hour at midday, in addition to the lunch hour, to attend scheduled union meetings if held. The Union shall give the Employer at least one week's notice of the date and time of any such scheduled union meetings.

16.3. The Employer and the Union shall establish a Health & Safety Committee, the membership of which shall be comprised of no more than three members of the

bargaining unit designated by the Union and no more than three representatives designated by the Employer, to meet at regular intervals to discuss issues with respect to health and safety conditions, including but not limited to temperature control, air quality, ergonomic issues and the location of copy machines within the workplace.

16.3.1. The Employer agrees that an employee designated by the Health & Safety committee may meet with the Employer's building representative to conduct inspections of fire exits on a quarterly basis.

16.3.2. During the term of this Agreement, the Employer shall seriously consider conducting air quality studies in selected areas of its offices at 10 East 53<sup>rd</sup> Street, including any specific areas that may be identified by the Health & Safety Committee.

16.3.3. The Employer shall maintain a first aid kit in the offices of its Human Resources Department.

16.4. Union stewards shall have two hours' paid time off, six times per year, to attend Local 2110 Joint Council meetings subject to the following conditions:

16.4.1. The number of stewards shall be limited to no more than five.

16.4.2. Except in extraordinary circumstances, each steward's supervisor will be informed of the absence at least one week in advance.

## **17.0. LOCKOUTS; STRIKES; STOPPAGES**

17.1. The parties acknowledge that their procedures for the amicable settlement of grievances are adequate. Therefore, during the term of this Agreement, the Employer shall not lock out all or any employees, and the Union shall not cause the Employees to cause, nor will any employee take part in, any picketing, strikes or work stoppages (whether sit-down, stay-in, slowdown or otherwise) or any other curtailment, restriction of or interference with the work of the Employer.

17.2. Should any employee or employees take part in any activities that are contrary to the provisions of Section 17.1, the Employer shall immediately notify the Union thereof and the Union shall make every reasonable, lawful effort to end such activities and to effect a settlement of the dispute.

17.3. Any employee or employees who violate the provisions of Section 17.1 shall be subject to discharge or other discipline by the Employer and the Employer has the right to discipline or discharge such employees based on the severity of the action taken by each.

## **18.0. GRIEVANCE PROCEDURE AND ARBITRATION**

18.1. Grievances shall be processed as follows:

18.1.1. The employee or Union shall give the Employer's Senior Vice President of Human Resources or his or her designee written notice of an employee grievance

(other than a claim of unjust discharge or improper layoff) no later than 20 working days from the date of the event or events giving rise to the grievance or from the date on which the employee or Union knew or reasonably should have known of such event or events. Such grievances shall be processed as follows:

18.1.1.1. First Step: The Employer shall cause the immediate supervisor or supervisors involved and a representative or representatives of the Employer to meet with a Union representative and the employee no later than 10 working days following the Employer's receipt of the grievance and the Employer shall deliver to the Union the Employer's written response to the grievance within 10 working days of the date of the first step grievance meeting.

18.1.1.2. Second Step: If the grievance is not resolved at the first step, the Union may, within 10 working days of the Union's receipt of the Employer's first step response to the grievance, request in writing to meet with the Employer's Senior Vice President of Human Resources or his or her designee. Within 10 working days of the Employer's receipt of any such notice from the Union, the Employer's Senior Vice President of Human Resources, or his or her designee(s), shall meet with the Union Grievance Committee (of not more than four members) to attempt to resolve the grievance. The Employer shall deliver to the Union the Employer's second step response within 10 working days of the date of the second step grievance meeting.

18.1.2. If the grievance involves a claim of unjust discharge or improper layoff, the Union shall give written notice of the grievance as provided in Section 18.1.1 above, but the grievance shall be processed directly at the second step level as set forth in Section 18.1.1.2 above.

18.2. In the case of a Union grievance which does not involve an individual employee, the Union shall give the Employer's Senior Vice President of Human Resources, or his or her designee, written notice of such grievance no later than 60 days from the date of the event or events giving rise to the grievance or from the date on which the Union knew or reasonably should have known of such event or events. Within 15 working days of the Employer's receipt of any such notice from the Union, the Employer's Senior Vice President of Human Resources, or his or her designee(s), shall meet with the Union Grievance Committee to attempt to resolve the grievance. The Employer shall deliver to the Union the Employer's response to the grievance within 15 working days of the date of the grievance meeting.

18.3. The Employer and the Union acknowledge that the expeditious resolution of grievances is essential to the maintenance of a harmonious relationship and each pledges in good faith to proceed diligently at all levels of the proceedings. Any grievance that is not processed under this grievance procedure within the time periods provided herein shall be deemed waived. Failure on the part of the Employer to answer a grievance at any step shall not be deemed acquiescence thereto, and the Union may proceed to the next step.

18.4. Any grievance that is not resolved under the foregoing procedures, except one involving an issue excluded from arbitration, may be submitted to arbitration within 30 days of receipt of the Employer's second step response under Section 18.1. or the Employer's response under Section 18.2. Subject to the terms of this Agreement,



arbitration hereunder shall be conducted pursuant to the voluntary labor arbitration rules of the American Arbitration Association. The arbitrator's authority is expressly limited to the interpretation and application of the terms of this Agreement, and the arbitrator shall be without authority or jurisdiction to change any of the terms or provisions of the Agreement. If the arbitrator sustains the grievance in whole or in part, the arbitrator shall have the authority to grant appropriate relief. The decision of the arbitrator within the limits herein prescribed shall be final and binding upon the Employer, the Union and the employees affected, subject to judicial review as provided by law. The cost of such arbitration shall be borne equally by the Employer and the Union, except that no party shall be obliged to pay any part of the cost of a stenographic transcript unless it requests a copy thereof in which case it will pay for its copy.

#### **19.0. TERM**

19.1. This Agreement shall become effective on the date of its execution by both parties and remain in effect until December 31, 2009.

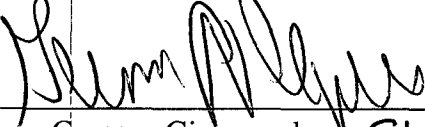
#### **20.0. SUCCESSORS**

20.1. This Agreement shall inure to the benefit of and bind the parties and their successors and assigns.

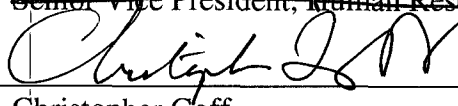
20.2. A consolidation, merger, sale, transfer, or assignment of or by either party shall not affect any right or obligation of either party or of a successor or assign of either party under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

**HARPERCOLLINS PUBLISHERS L.L.C.**

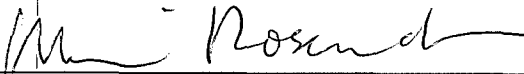
By 

~~Gregory Giangrande, Senior Vice President, Human Resources~~ **Glenn D Agnes**  
**Executive Vice President + COO**

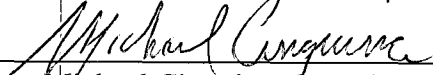
By 

Christopher Goff  
Senior Vice President and General Counsel

**THE ASSOCIATION OF HARPERCOLLINS EMPLOYEES  
(Technical Office and Professional Union, Local 2110, U.A.W.)**

By 

Maida Rosenstein, President  
T.O.P. Union, Local 2110, U.A.W.

By 

Michael Cinquina, Organizer  
T.O.P. Union, Local 2110, U.A.W.

## APPENDIX A

Accounting Clerk I  
Accounting Clerk II  
Administrative Assistant  
Administrative Associate  
Administrative Coordinator  
Advertising & Marketing Coordinator  
Advertising & Promotion Assistant  
Advertising & Promotion Assistant I  
Advertising & Promotion Assistant II  
Advertising & Promotion Associate  
Advertising & Promotion Coordinator  
Advertising Assistant II  
Advertising Coordinator  
Agency Plan/Convention Coordinator  
Art and Design Coordinator  
Art Consultant  
Art Designer  
Assistant Business Analyst  
Assistant Designer  
Assistant Editor  
Assistant Editorial Production Manager  
Assistant Manager - Academic & Library Marketing  
Assistant Manager - Advertising & Promotion  
Assistant Manager - Copyrights  
Assistant Manager - Electronic Production  
Assistant Manager - Foreign Rights  
Assistant Manager - Inventory  
Assistant Manager - Manufacturing  
Assistant Manager - Permissions  
Assistant Manager - Publishing Technology  
Assistant Manager - Reprint  
Assistant Manager - Subsidiary Rights  
Assistant Managing Editor  
Assistant Marketing Manager  
Assistant Paper Purchaser  
Assistant Producer  
Assistant Production Editor  
Assistant Production Editorial Manager  
Assistant Production Manager  
Assistant Project Editor  
Assistant Publicist  
Assistant Special Sales Coordinator  
Assistant Supervisor - Mailroom  
Assistant to Director, Contracts/Copyrights/Permissions  
Assistant to Director, Marketing/Sales  
Assistant to Director, Reference Books  
Assistant to Director, Special Markets

Assistant to Inventory Manager  
Assistant to Manager, Permissions  
Assistant to Manager, Publicity/Sales/Promotion/Subsidiary Rights  
Assistant to Managing Editor  
Assistant to Senior Editor  
Assistant to Special Sales Coordinator/Product Development Manager  
Assistant to Supervisors of Editing  
Associate Editor  
Associate Managing Editor  
Associate Publicist  
Audio Coordinator  
Book Designer I  
Book Designer II  
Business Information Coordinator  
Clerk  
Clerk I  
Clerk II  
Clerk/Typist  
Computer Clerk  
Computer Production Editor  
Contracts Administrator  
Contracts Assistant  
Contracts Assistant I  
Contracts Assistant II  
Contracts Associate  
Contracts Coordinator  
Convention Administrator  
Convention Coordinator  
Coop Advertising Assistant  
Cooperative Advertising Coordinator  
Copyeditor Coordinator  
Copyeditor I  
Copyeditor I/Reprint Coordinator  
Copyeditor II  
Copyeditor Trainee  
Copyrights/Permissions Administrator  
Copyrights/Permissions Assistant I  
Copyrights/Permissions Assistant II  
Copywriter  
Copywriter I  
Copywriter II  
Copywriter/Marketing Coordinator  
Copywriter/Promotion Coordinator  
Corporate Librarian  
Corporate Services Assistant  
Corporate Services Assistant I  
Corporate Services Assistant II  
Corporate Services Associate  
Corporate Services Coordinator

Cost Accounting Clerk  
Database Coordinator  
Database Project Coordinator  
Design Administrative Assistant  
Design and Production Coordinator  
Design Assistant  
Design Assistant I  
Design Assistant II  
Design Assistant Trainee  
Design Associate  
Design Coordinator  
Design Secretary  
Design Technical Advisor  
Designer  
Desktop Design Assistant  
Desktop Project Administrator I  
Desktop Project Administrator II  
Desktop Project Associate  
Desktop Project Coordinator  
Desktop Publishing Assistant  
Desktop Publishing Assistant I  
Desktop Publishing Assistant II  
Direct Mail Promotion Coordinator  
Distribution Coordinator  
Editorial Administrative Assistant  
Editorial Administrative Coordinator  
Editorial Assistant  
Editorial Assistant I  
Editorial Assistant II  
Editorial Coordinator  
Editorial Production Assistant I  
Editorial Production Assistant II  
Engineer  
Executive Receptionist  
Foreign Rights Assistant I  
Foreign Rights Assistant II  
Foreign Rights Associate  
Foreign Rights Coordinator  
Full Service Project Editor  
Graphic Designer I  
Information Processing Operator  
International Operations Assistant  
International Sales Coordinator  
Inventory Administrator  
Inventory Analyst  
Inventory and Sales Systems Administrator  
Inventory Assistant  
Inventory Assistant I  
Inventory Assistant II

Inventory Associate  
Inventory Clerk  
Inventory Control Assistant  
Inventory Coordinator  
Librarian/Exhibits Coordinator  
Library Assistant  
Library Promotions & Exhibits Coordinator  
Library Services Coordinator  
Library/Exhibits Administrator  
Mail Meter Clerk  
Mail Order Assistant  
Mail/Stock Clerk  
Mailroom Assistant  
Mailroom Messenger/Clerk  
Mailroom Sorter  
Maintenance & Stockroom Clerk  
Maintenance & Utility Assistant  
Maintenance & Utility Assistant I  
Maintenance & Utility Assistant II  
Maintenance & Utility Coordinator  
Maintenance & Utility I  
Maintenance & Utility II  
Managing Editorial Assistant  
Managing Editorial Assistant I  
Managing Editorial Assistant II  
Managing Editorial Associate  
Managing Editorial Pubtech Assistant  
Manufacturing Administrator  
Manuscript Assistant  
Map Coordinator  
Marketing Administrative Assistant  
Marketing Administrator  
Marketing Assistant  
Marketing Assistant I  
Marketing Assistant II  
Marketing Associate  
Marketing Communication Coordinator  
Marketing Coordinator  
Marketing Information Coordinator  
Marketing Support Clerk  
Marketing/Conference Coordinator  
Marketing/Customer Relations Assistant  
Marketing/Systems Assistant  
Media Development Assistant I  
Media Development Assistant II  
Media Policy Coordinator  
Merchandise and Overstock Operations Coordinator  
Merchandise Sales Coordinator  
Messenger

Micro Computer Assistant  
National Accounts Sales Administrator  
National Accounts Sales Coordinator  
On-Line Coordinator  
On-Line Marketing Administrator  
Online Marketing Assistant  
On-Line Marketing Associate  
Online Marketing Coordinator  
Operations Assistant  
Operations Assistant I  
Operations Assistant II  
Packer  
Paper Inventory Coordinator  
Paper Purchaser  
Paper Purchasing Assistant I  
Paper Purchasing Assistant II  
Permissions Administrator  
Permissions Assistant  
Permissions Assistant I  
Permissions Assistant II  
Personal Computer Coordinator  
Pipeline Coordinator  
PIX Coordinator  
Premium Sales Representative  
Production & Manufacturing Planner  
Production Administrator  
Production Assistant  
Production Assistant I  
Production Assistant II  
Production Assistant Trainee  
Production Associate  
Production Coordinator  
Production Design Coordinator  
Production Editor  
Production Editor Reprint Coordinator  
Production Editor Trainee  
Production Editorial Assistant  
Production Editorial Assistant I  
Production Editorial Assistant II  
Production Engineer  
Production Estimator/Planner  
Production Systems Coordinator  
Project Editor  
Project Editorial Assistant I  
Project Editorial Assistant II  
Project Editorial Coordinator  
Promotion Assistant I  
Promotion Assistant II  
Promotion Coordinator

Promotion Copywriter  
Promotion Design Assistant  
Promotion Design Associate  
Promotion Design Coordinator  
Promotion/Copywriter Administrator  
Publicist  
Publicity & Marketing Coordinator  
Publicity Assistant  
Publicity Assistant I  
Publicity Assistant II  
Publicity Coordinator  
Publicity Operations Associate  
Publishing Coordinator  
Purchasing Assistant  
Purchasing Assistant I  
Purchasing Assistant II  
Purchasing Coordinator  
Reader  
Receptionist  
Receptionist/Clerk Typist  
Receptionist/Secretary  
Reprint Assistant  
Reprint Assistant I  
Reprint Assistant II  
Reprint Associate  
Reprint Coordinator  
Reprint Editor  
Reprint Production Coordinator  
Rights & Foreign Sales Coordinator  
Rights and Publicity Assistant I  
Rights and Publicity Assistant II  
Rights and Publicity Coordinator  
Rights Assistant  
Rights Assistant I  
Rights Assistant II  
Rights Associate  
Rights Coordinator  
Sales & Marketing Associate  
Sales Administrative Coordinator  
Sales and Marketing Assistant  
Sales and Marketing Coordinator  
Sales Assistant  
Sales Associate  
Sales Information Administrator  
Sales Production Assistant  
Sales Promotion Coordinator  
Sales Service Assistant  
Sales Support Administrator  
Sales Support Assistant



Sales Support Assistant I  
Sales Support Assistant II  
Sales Support Associate  
Sales Support Clerk  
Sales Support Coordinator  
Secretary  
Secretary/Assistant  
Secretary/Design Assistant  
Senior Advertising & Promotion Associate  
Senior Communications Coordinator  
Senior Contracts Administrator  
Senior Contracts Assistant  
Senior Copyeditor  
Senior Copywriter  
Senior Designer  
Senior Engineer  
Senior Graphic Designer  
Senior Inventory Associate  
Senior Marketing Associate  
Senior Production Associate  
Senior Production Editor  
Senior Promotion Design Coordinator  
Senior Publicist  
Senior Reader  
Senior Reprint Associate  
Senior Rights Associate  
Senior Sales Support Associate  
Software Administrator  
Software Assistant  
Software Associate Editor  
Software Coordinator  
Software Production Assistant  
Software Production Coordinator  
Special Projects Coordinator  
Special Sales Associate  
Staff Designer  
Statistical Clerk I  
Statistical Clerk II  
Subsidiary Rights Assistant I  
Subsidiary Rights Assistant II  
Subsidiary Rights Associate  
Supplements Associate  
Supplements Coordinator  
Systems Coordinator  
Technical Project Editor  
Telecommunications Assistant  
Telephone Operator  
Traffic Clerk  
Word Processing Operator

## **Appendix B**

Effective 3/6/2001 titles in Levels 1 and 2 were consolidated into Level 3

### **Level 3**

Advertising & Promotion Assistant  
Assistant Publicist  
Clerk  
Contracts Assistant  
Corporate Services Assistant  
Design Assistant  
Desktop Publishing Assistant  
Editorial Assistant  
ETM Assistant  
Inventory Assistant  
Library Assistant  
Mailroom Sorter  
Maintenance & Utility Assistant  
Managing Editorial Assistant  
Manuscript Assistant  
Marketing Assistant  
Online Marketing Assistant  
Operations Assistant  
Permissions Assistant  
Production Assistant  
Production Editorial Assistant  
Purchasing Assistant  
Receptionist/Secretary  
Reprint Assistant  
Rights Assistant  
Sales Support Assistant  
Secretary/Assistant  
Speaker's Bureau Assistant  
Telecommunications Assistant

### **Level 4**

Administrative Assistant  
Advertising & Promotion Coordinator  
Assistant Designer  
Assistant Production Editor  
Associate Publicist  
Audio Archivist  
Audio Coordinator  
Contracts Coordinator

Copywriter  
Corporate Services Coordinator  
Desktop Project Coordinator  
Distribution Coordinator  
Editorial Coordinator  
Executive Receptionist  
Inventory Coordinator  
Managing Editorial Coordinator  
Marketing Coordinator  
Online Marketing Coordinator  
PIX Coordinator  
Production Coordinator  
Purchasing Coordinator  
Reader  
Reprint Coordinator  
Rights Coordinator  
Sales Support Coordinator  
Speaker's Bureau Coordinator

**Level 5**

Administrative Coordinator  
Advertising & Promotion Associate  
Assistant Editor  
Contracts Administrator  
Database Coordinator  
Design Technical Advisor  
Designer  
Engineer  
ETM Associate  
Inventory Associate  
Maintenance & Utility Coordinator  
Managing Editorial Associate  
Map Coordinator  
Marketing Associate  
Permissions Administrator  
Production Associate  
Production Editor  
Publicist  
Reprint Associate  
Rights Associate  
Sales Support Associate  
Software Production Coordinator  
Speaker's Bureau Associate

**Level 6**

Administrative Associate  
Assistant Managing Editor  
Associate Editor  
Corporate Librarian  
Corporate Services Associate  
Desktop Project Associate  
On-Line Marketing Associate  
Senior Advertising & Promotion Associate  
Senior Contracts Administrator  
Senior Copywriter  
Senior Designer  
Senior Engineer  
Senior Inventory Associate  
Senior Marketing Associate  
Senior Production Associate  
Senior Production Editor  
Senior Publicist  
Senior Reprint Associate  
Senior Rights Associate  
Senior Sales Support Associate