

AGREEMENT made as of the 25 day of March, 2015 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. In filling a vacancy, the Employer shall exercise its good-faith, reasonable judgment to select the best candidate for the position based on factors such as, but not limited to relevant job experience, skill set, knowledge, training, efficiency, ability to perform the work and length of service (collectively, the "Relevant Factors"). If, in the reasonable estimation of the Employer, the Relevant Factors are relatively equal among candidates for such an opening, then employees shall have preference over outside candidates, provided their performance in their current job is satisfactory. 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 receipt of a written request, the Employer will provide a written explanation to the Employee and the Union as to why an individual who met qualifications for a specific position and who applied for such position was turned down.

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).

[Section 4.5 has been intentionally omitted]

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. The Employer will base its decision as to who to lay off by using its good-faith, reasonable judgment applying the Relevant Factors for each employee in the same job title and same department.

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 be determined by the Employer by using its good-faith, reasonable judgment applying the Relevant Factors.

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 shall be eligible to recall to the position from which the employee was laid off, as determined by the Employer based on the Employer's exercise of its good-faith, reasonable judgment applying the Relevant Factors, before a new employee is hired for that position, and to have preference over outside candidates consistent with 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 at the same time shall receive an increase of at least 15% 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 \$15.00. 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 Company's intranet site and will annually send a notice to bargaining unit members about the overtime policy and at least annually shall send notice or meet with managers to clarify the overtime policy.

6.0. HOLIDAYS AND PERSONAL DAYS

6.1. Bargaining unit employees shall be entitled to the same holidays and accrual of 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. If upon voluntary termination of employment an employee has taken more personal days than have been accrued those un-accrued personal days will be converted to used vacation days.

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	\$30,750
Level 4	\$33,825
Level 5	\$35,875
Level 6	\$41,513

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 as non-bargaining unit employees as follows: if merit increases are granted to non-bargaining unit employees, the merit pool percentage granted to bargaining unit employees in aggregate shall be no less than the greater of 1% or any higher percentage provided to non-bargaining unit employees. Merit increases will take effect when announced for non-bargaining unit staff, currently in the first pay period of October. If the Employer announces that it will pay to non-bargaining unit employees generally some type of compensation in lieu of a merit increase during the term of the Agreement, it will pay similar compensation to bargaining unit employees. 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.

It is understood between the parties that bargaining unit employees will be eligible for increases pursuant to this Section 7.3 under the same terms and conditions applicable to non-bargaining unit employees generally, provided, however, that bargaining unit employees (a) who are being compensated at a rate that falls within 10% of the minimum salary for their Level and (b) whose job performance is rated a "consistently meets expectations" (currently a rating of 3 out of 5) or higher, will receive at least the merit pool percentage increase in their salary.

It is further understood and agreed that all bargaining unit employees on the payroll as of the ratification of this Agreement shall be eligible for a minimum annual rate of no less than \$35,000 by the end of the Term of this Agreement provided that: (a) the Company pays merit increases generally to employees in each year of the contract, and (b) the employee maintains a "consistently meets expectations" evaluation for the Term of the Agreement.

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. At no time will the Panel consist of more than two management representatives from the same Department and at no time will there be more than one Department with two representatives. As of April 1, 2012, the Panel is fully constituted. 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. The Employer will submit two names for each vacancy.

8.0. VACATION

8.1. Beginning January 1, 2015 the Vacation policy will be as follows:

Years of Service with Company	Days Received	Days Accrued Per Month
Under 5	15	1.25
5 to 9	20	1.67
10 and Above	25	2.08

Vacation entitlement will accrue on a monthly basis. An employee may use the full year's vacation allotment any time after January 1st even though it has not been earned to date, borrowing the days that will be accrued later in the year. If an employee separates from the Company voluntarily after taking more vacation than earned, the employee will reimburse the Company for the amount of over-paid vacation.

8.2. Upon hire, new employee shall begin to accrued vacation at the same rate as active employees rounded up to the next highest half-day.

8.3. Vacations shall be taken at times mutually agreed upon by the employee and the employee's supervisor, based on the dates sought by the employee and the operational needs of the department. To the extent two or more employees request vacation for the same dates, and (i) the supervisor has not yet approved the request that was submitted first, and (ii) the operational needs will be hindered by allowing all such employees to go on vacation, preference will be given based on seniority, except in the limited case where the operational needs of the Company would be hindered by allowing the more senior person to take vacation at the requested time. 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 accrued vacation days. Based on their last completed month of service and the number of vacation days used year-to-date, any unused accrued vacation-day balance will be processed and paid out in their final paycheck. Exiting employees will reimburse the Company for any vacation days taken before accrued.

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

8.7. All vacation days must be used in the year in which they are earned. Carryover of unused vacation time is no longer part of the vacation policy and employees are encouraged to use all vacation time in the year in which it is accrued. However, 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 scheduled in the months of November and December, the employee may carry over the postponed vacation days to the next year, which must be used by March 31 of that year, or else will be forfeited.

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. Notice shall be (i) not less than 20 working days, (ii) 20 days' pay in lieu of notice or (iii) a combination of less than 20 working days' notice with a corresponding amount of pay in lieu of notice that adds up to 20 days (e.g. 10 days' notice and 10 days' pay).

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.

10.2. An employee who is laid off shall be entitled to severance pay measured by the highest salary level which the employee attained during the most recent three years of 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 195 Broadway New York, NY (but including the following locations -- White Plains, New York; Greenwich, Connecticut; Stamford, Connecticut; and Pleasantville, New York, notwithstanding the distance of those locations from 195 Broadway New York, NY), 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 195 Broadway 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 is the subject of a layoff and accepts employment with the parent or a subsidiary or affiliate of the Employer shall be entitled to a maximum four weeks' severance pay hereunder from the Employer.

10.2.11. Any bargaining unit employee who is within 5 years of full Social Security retirement age and has at least 10 years of service with the company will be deemed to have enhanced seniority. In the event of a layoff or other reduction in force, employees deemed to have enhanced seniority will be given double their regular severance amount up to a maximum of 52 weeks. Enhanced seniority will have no impact on any other statutory or company benefits.

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 thereof.

11.2. As soon as possible after the end of each month, the Employer shall furnish to the Union a password protected e-file 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. Any leave for illness, injury or maternity that exceeds 5 consecutive days will require approval under the Short Term Disability plan, consistent with current practice. Any period of disability will count toward the 12 weeks of job-protected, unpaid leave provided under the Family and Medical Leave Act (FMLA).

12.2. Employees shall be entitled to leaves of absence without pay for parenthood (including adoption) for up to 18 weeks. 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. The employee will be required to continue to pay the rate paid by other active employees for such coverage. An employee may request an extension of this leave consistent with Article 12.5.

[Sections 12.3 and 12.4 have been intentionally omitted]

12.5. Exercising its good-faith, reasonable discretion, the Employer may grant leaves of absence without pay for personal emergencies other than those covered by the Family and Medical Leave Act (FMLA) of up to 6 months and may grant leaves of absence for personal emergencies covered by the Family and Medical Leave Act (FMLA) beyond the 12-week period provided. 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 and rates 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. The Employer shall annually distribute a reminder to all bargaining unit members about the availability of flu vaccinations.

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 (i) beyond four continuous months while not filling in for a bargaining unit employee on a leave of absence, (ii) while filling in for a bargaining unit employee on a leave of absence, for whatever reason, beyond a maximum of six months, or (iii) beyond any 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 in a manner distinct 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 Union may provide a request in writing to conduct an air quality study due to a documented ongoing condition and the Company will evaluate the request using its good-faith, reasonable discretion.

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, 2017 and shall not apply retroactively.

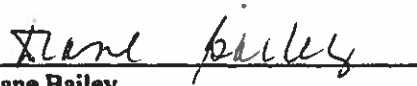
20.0. SUCCESSORS

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.

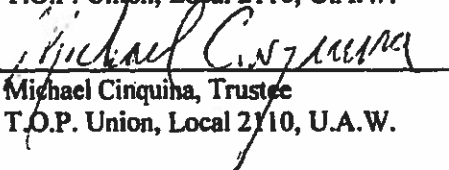
HARPERCOLLINS PUBLISHERS L.L.C.


By 
Diane Bailey
Senior Vice President, Human Resources


By 
Beth Silfin
Vice President and Deputy General Counsel

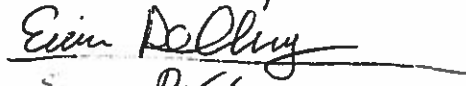
**THE ASSOCIATION OF HARPERCOLLINS EMPLOYEES
(Technical Office and Professional Union, Local 2110, U.A.W.)**

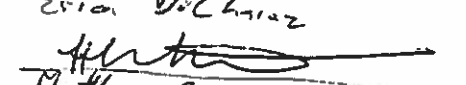
By _____
Maida Rosenstein, President
T.O.P. Union, Local 2110, U.A.W.

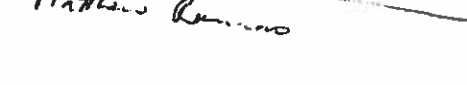
By 
Michael Cinquina, Trustee
T.O.P. Union, Local 2110, U.A.W.


Renee Vera, Confess
Unit Chair


Jessica


Eileen


Erika


Matthew