

AGREEMENT made as of the 1st day of January 1997, between ADDISON WESLEY LONGMAN INC. (the "Employer") and TECHNICAL OFFICE AND PROFESSIONAL UNION ("T.O.P."), LOCAL 2110, UNITED AUTO WORKERS ("the Union").

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 occupations listed on the Job Classification List that is annexed hereto and made a part hereof as "Appendix A." The bargaining unit does not include, and this Agreement does not apply to, executive, administrative, or supervisory employees, the secretaries to the corporate officers of the Employer or the heads of the 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.

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

1.1.7. "Temporary employee" means a person who is hired by the Employer upon the understanding that her or his employment is not expected to extend beyond three months.

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 of 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 same criteria that were used to establish the bargaining unit. The Employer shall notify the Union in writing of any changes

in the content 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 descriptions are formally revised, the Employer shall promptly send a copy of the revised job description to the Union.

2.3. It is not a condition of employment for employees to apply for membership in the Union of 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 the sums so deducted every second payday with a statement showing the names of the employees and dates and amounts of the deductions made from their respective salaries.

2.5. The employer shall upon written authorization of the employee deduct from the pay of that employee an amount specified by the employee to be remitted every second payday to the Union for payment into the T.O.P., Local 2110 credit union savings plan on behalf of that employee or for the repayment of loans incurred by the employee with the T.O.P. Local 2110 credit union.

2.5.1. The Union shall designate a person to provide to the Payroll Department such information as the Payroll Department may require in such format as the Payroll Department may direct in order to implement the foregoing deductions, including the name and address of each employee who has authorized deductions, the amount of the authorized deductions, and any requested documentation verifying the authorization.

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 hire, 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 her or his employment or in respect to Union activities or membership.

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 sole right to conduct its business, direct and control its 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 working force, to rearrange departments and

operations, to transfer equipment and operations to other locations, to schedule work, to train personnel, to assign work to specific employees, including supervisors, to determine the number of offices and their locations, the type of work to be performed in each office, to alter and/or change the type and nature of its operations, and to make such technical or other changes in its operations or methods 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 3 months, which may be extended as follows: (i) at the discretion of the employer to five months for new employees hired in job classifications 8-11 as listed in Appendix A, provided prior written notice stating the reason for the extension is given to the affected employee and the Union; and (ii) by the mutual agreement of the Employer and the Union in all other cases (the applicable period being referred to hereafter as the "Trial Period"). During their Trial Period, new hires may be discharged at the sole discretion of the Employer without regard to cause, and shall be entitled only to the benefit of the wage and hour provisions of this Agreement. At the end of 30 days they shall also receive the benefit of the medical/dental program. If they successfully complete the Trial Period and are accepted as regular full-time and part-time employees at the end of the Trial Period, their seniority shall revert to the date of hire and all of the provisions of this Agreement shall become applicable.

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 job classification group number, and whether the job is a newly created position or a replacement. As all employees in the New York office have access to the Employer's electronic mail system, an electronic job posting bulletin board will be maintained on which all job openings within the bargaining unit are posted. A posting bulletin board will be maintained on the floor where the Human Resources Department is located.

4.3. A non-bargaining unit job that is transferred into the bargaining unit with no resulting layoffs shall not be considered an "available job" within the meaning of Section 4.2, or an "opening" within the meaning of Section 4.4, if the incumbent transferred with the job has held that job for at least three months when the transfer occurs.

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

4.4.1. In order to give employees an opportunity to apply and be considered for a job opening within the bargaining unit, the employer shall conspicuously post the opening as provided in Section 4.2 and inform the Union of the opening at least 5 days before it begins

personal interviews with outside candidates, except that if the Employer has less than 2 weeks' notice of the opening, the period of time shall be reduced to 3 days. The Union may waive the posting requirement in a specific situation.

4.4.2. 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. The preference created by this section shall apply where the job opening involved has a job classification group number the same as or higher than an employee's existing job classification group number. The preference created by this Section shall also apply where the job opening involved has a job classification group number lower than an employee's existing job classification group number. In a case covered by the immediately preceding sentence, the salary of the job shall be determined by the Company.

4.4.3. An employee who fills a job opening that occurs within the bargaining unit shall be subject to a 60-day trial period, which period may be extended by consent of the Employer and the Union.

4.4.4. Upon the prompt 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, the Employer shall promptly provide a written statement of its reasons for concluding that the qualifications of the employee turned down were not relatively equal to those of the person selected.

4.5. For the purpose of applying the provisions of Section 4.4 of this Agreement, employees of Addison Wesley Longman 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 Addison Wesley Longman 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 Addison Wesley Longman.

4.6. If a new employee is hired into a job classification at a salary more than that of an employee currently on the staff in that department and in that job classification, 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 secretary, receptionist and/or receptionist/clerk-typist at a salary more than that of an employee currently on the staff in that job classification, 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.

4.7. Layoffs or reductions in force because of reduction in business, changes in methods of operations, reorganizations, or similar reasons shall be, among the employees in each job classification in each department affected, in inverse order of seniority, subject only to the ability of the more senior employee to perform the work.

4.8. 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 4.9 and 4.9.1.

4.9. 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 or its subsidiary.

4.9.1. "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.

4.10. For a period of one year after the date of her or his layoff, a laid off employee with seniority shall be entitled to recall to the position from which he or she 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 4.4.1. through 4.4.4. for all posted jobs within the bargaining unit, including jobs where the job opening involved has a job classification group number lower than that of the laid off employee.

4.11. Seniority shall be lost if an employee:

4.11.1. Leaves voluntarily or is discharged for cause,

4.11.2. Has been laid off continuously for one year or for a period equal to her or his seniority, whichever is shorter, or

4.11.3. Fails to return to work within 2 weeks after the Employer has mailed a notice of recall to her or him by certified mail addressed to her or his last address as it appears on the Employer's records and has given a copy of such notice to the Union.

5.0. HOURS OF WORK AND OVERTIME

5.1. The normal work week shall be 35 hours from Monday through Friday, and the normal workday shall be 7 continuous hours, excluding 1 hour for lunch, beginning at 9:00 a.m. unless different hours are mutually agreed upon between an employee and her or his

department head. Family obligations, academic pursuits, and other cases of need shall be given consideration by the department head in determining whether to grant such different hours.

5.2. All work in excess of 40 hours and Saturdays will be paid for at time and a half the regular rate. All work on a holiday shall be paid for at time and a half the regular rate, plus holiday pay. All work on a Sunday shall be paid for at twice the regular rate. However, no overtime and no work on Saturday, Sunday or holiday shall be paid unless authorized in writing by the employee's department head or supervisor. This section shall apply only to nonexempt employees; exempt employees shall not be entitled to overtime.

5.3. A holiday shall be deemed a day worked for the purpose of determining overtime worked during that week. If an employee is requested by his/her supervisor to work overtime during a week in which the employee received a paid sick day, such day shall be deemed a day worked for the purpose of determining overtime worked during that week.

5.4. For the purpose of computing overtime, the hourly rate of each employee shall be deemed to be 1/35 of her or his weekly wage.

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

5.6. An employee authorized to work more than 2 hours 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 her or his usual New York City terminal and from her or his usual suburban station home if located outside of the city.

5.7. The Employer shall take the following steps to ensure that all employees and supervisors are aware of its overtime policy: (i) distribute a copy of the policy to all employees and supervisors on an annual basis; (ii) include a statement of the policy in its Employee Handbook; (iii) inform all new hires of the policy in their orientation session; (iv) post a copy of the policy on the bulletin board in the Human Resources Department reserved for the posting of notices regarding employees' rights; and (v) have the Human Resources Department as soon as practical hold meetings with all supervisors to review the Employer's overtime policy.

6.0. HOLIDAYS

6.1. The following shall be holidays with pay:

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Day

The Employer shall also designate one additional holiday to provide a long weekend at either Christmas or New Year's.

6.2. In Presidential election years employees shall work until 1:00 without lunch on Election Day, and the rest of the day shall be a paid holiday.

6.3. Employees shall also be entitled to five personal holidays annually. Such personal holidays are in lieu of the Employer's past practice of time off to individuals for religious or ethnic observance. Except in case of an emergency, they shall give their supervisors at least 1 week's notice of the days when they intend to take such holidays. The Employer shall use an anniversary date system (from date of hire) to calculate personal days for employees hired on or after May 1, 1983, and a prior contract date system (May 1-April 30) to calculate personal days for all other employees.

6.4. If any holiday listed in Section 6.1. shall fall on a Saturday or Sunday, such holiday shall be observed on the preceding Friday or the following Monday, as the Employer may designate.

7.0. RATES OF PAY

7.1. The minimum hiring rate for new employees in Groups 4 and below shall be as follows:

7.1.1. \$19,096 a year for the first year of this Agreement, January 1, 1999, to December 31, 1999.

7.1.2. \$19,669 a year for the second year of this Agreement, January 1, 2000, to December 31, 2000.

7.2. The minimum hiring rate for new employees in Groups 5 and above shall be as follows:

7.2.1. \$22,279 a year for the first year of this Agreement, January 1, 1997, to December 31, 1997.

7.2.2. \$22,947 a year for the second year of this Agreement, January 1, 1998, to December 31, 1998.

7.3. For the term of this Agreement, all bargaining unit employees will participate in the Employer's merit salary increase system, unless they are on a formal written warning as described in Section 10.2. All employees shall receive in the aggregate merit increases at least equal to the guaranteed merit pot each year. the guaranteed merit pot shall include an amount equal to the Employer's budgeted salary increase percent time each employee's salary.

7.4. Every employee on the payroll on the day prior to the effective dates set forth in Section 7.4.6. shall receive a merit increase which will be based on the following parameters:

7.4.1. The minimum guaranteed merit pot in each year shall equal in the aggregate 3% of each employee's salary.

7.4.2. The amount of the merit increase to any individual employee shall be at the discretion of the Employer based on its merit guidelines. However, each employee shall receive at least a 3% merit increase.

7.4.3. Any individual employee rated "Achieved" as of her or his most recent performance appraisal shall receive a minimum increase of 4% or \$1,000, whichever is greater.

7.4.4. Any individual employee "Exceeds" as of her or his most recent performance appraisal shall receive a minimum increase in annual salary of 5% of \$1,100, whichever is greater.

7.4.5. Employees hired from January 1 through June 30 each year shall receive a full merit increase and be eligible for the full minimum dollar increase. Employees hired from July 1 through the end of the last pay period in each calendar year shall receive one-half of a full merit increase and be eligible for one-half of the minimum dollar increase for that year.

7.4.6. The effective dates of the increases set forth in this Section 7.4. shall be the beginning of the nearest pay period to January 1, 1999 and January 1, 2000.

7.5. Any employee who does not receive a merit increase due to being on formal warning shall receive a merit increase retroactive to the applicable date if an when she or he is restored to good standing.

7.6. Bargaining unit employees shall have a formal performance appraisal done in the month prior to their increase date. The Employer agrees to include a statement as to the purpose of performance appraisals, as recommended by the Union, in the instructions that are given to supervisors for conducting appraisals. The Employer also agrees to notify employees of their right to appeal their appraisal to the Merit Review panel as set forth in Section 7.8.

7.7. Any employee may grieve the supervisor's decision on the merit increase up to but not including arbitration, or the employee may appeal to the Merit Review panel (the "Panel"). An appeal to the Panel may be made after an employee's formal performance appraisal and/or at the time his or her performance rating is determined when merit increases are granted.

7.7.1. The merit appeal procedure shall be determined by the Employer after consultation with the Union. An appeal to the Panel may be filed by the employee directly or through an 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.

7.7.2. The Panel shall determine the accuracy of the appealing employee's performance appraisal. If the Panel determines that changes are required in the performance appraisal, it shall make appropriate recommendations to the department head. The department head shall make changes in the performance appraisal to conform to the recommendations of the Panel, and in those cases where the appeal has been made at the time merit increases have been granted, the department head shall also review the merit increase in light of the corrected performance appraisal. The determination of the Panel shall be final, except that the employee may attach a response letter to the copy of the Panel's decision placed in the employee's personnel file.

7.7.3. The Panel shall consist of five management representatives. 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. to maintain continuity, Panel members shall serve a term of three years.

8.0. PROMOTIONS

8.1. Employees may be promoted at the discretion of the Employer, subject to the following:

8.1.1. Promotion means transfer to a job having higher group number in the Job Classification List.

8.1.2. The promotion shall be subject to a 60-day trial period, which may be extended by consent of the employer and the Union.

8.1.3. Upon expiration of such trial period, each promoted employee shall receive a minimum increase of 10% of the salary that/which, she or he was receiving, retroactive to the date of promotion.

8.1.4. A classification that results from a redefinition of a job classification by agreement of the Union and the Employer but that does not involve any change in duties is not a promotion within the meaning of this section.

8.2. The Employer shall notify the Union of newly created job titles within the Union, and their job group, prior to posting.

8.3. Each employee hired as an Assistant II shall be promoted to Assistant I within one year of the employee's date of hire if such employee is qualified to perform the duties of an Assistant I in the reasonable estimation of the Employer.

9.0. VACATION

9.1. Employees shall accrue vacations at the following rate:

Less than three years of service, 10 days per year, accrued at the rate of .83 days per month;

After three years, three weeks, accrued at the rate of 1.25 days per month;

After seven years, 17 days, accrued at the rate of 1.42 days per month;

After 10 years, four weeks, accrued at the rate of 1.66 days per month.

In addition, any bargaining unit employee who reached six years of service by December 31, 1998 shall receive an extra personal day in the employee's sixth, eighth

and ninth years, but shall not be entitled to the bonus week in their 15th, 20th or 25th years.

Employees who did not reach six years of service by December 31, 1998 shall not receive an extra personal day in their sixth, eighth and ninth years, but shall receive a bonus week of vacation during their 15th, 20th and 25th years of service.

9.2. During the first 3 years of employment, if an employee wishes to take more than 2 weeks vacation at any one time, she or he must obtain written permission of the Employer. Vacation periods shall be uninterrupted except that the Employer may require an employee entitled to 4 weeks' vacation to split her or his vacation into a 3-week and a 1-week period.

9.3. Vacations shall be taken at times mutually agreed upon, preference being given to employees in order of seniority.

9.4. Upon termination of employment an employee shall receive pay for vacation accrued but not taken in the year in which the termination occurs.

9.5. If a holiday falls during a vacation period, the employee shall be entitled to a compensatory day off to be taken at a time mutually agreed upon.

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

10.0. DISCHARGE PROCEDURES

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

10.2. No discharge for reasons of unsatisfactory job performance may take place unless and until the employee has been warned by her or his department head in writing at least 3 weeks earlier of the way(s) in which her or his performance is unsatisfactory. the purpose of this warning is to give the employee a reasonable time within which to improve her or his performance or risk being discharged. Copies of such warning shall be given to the Human Resources Department and to the Union. Upon the expiration of this 3-week period, one of the following two procedures shall be followed:

10.2.1. The employee shall be terminated within 1 week upon notice from the supervisor that her or his performance is still unsatisfactory; or

10.2.2. The employee shall be restored to good standing and so notified in writing with copies to the Personnel Department and the Union.

10.2.3. If an employee receives two notices asserting the same kind of unsatisfactory performance within a 6 month period and is restored to good standing at the end of the second period, for the next 9 months the foregoing notice provisions shall not apply to a case of similar unsatisfactory performance, provided the Employer had just cause for the issuance of the earlier notices and provided the unsatisfactory performance involves such objective factors as excessive or habitual lateness or absenteeism, poor typing, etc., and not such subjective factors as personality or personal relationship.

11.0. LAYOFF PROCEDURES

11.1. Where the Employer proposes a layoff for reduction of force or organization, the following procedures shall apply:

11.1.1. The Employer shall give written notice of its proposed action to the Union and to the employees affected at the earliest practical date, but not less than 30 days in cases involving less than 5 employees, and at least 60 days in cases involving 5 or more employees. The Company will use reasonable efforts to find a suitable position within the Company 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 4.5 of this Agreement.

Reasonable efforts shall include retraining, if appropriate in the reasonable estimation of the employer, up to cost of \$500 per employee exclusive of the employee's salary during the retraining period.

11.1.2. Representatives of the Union and of the Employer shall thereupon meet promptly to verify compliance with the seniority provisions of this Agreement.

11.1.3. 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 complete such coursework within 1 year of termination shall be reimbursed by the Employer for her or his course tuition up to \$500.00.

11.1.4. An employee who has received a notice of layoff shall be entitled to take off 1 day with pay for every week of the notice period, except that she or he may not take more than 1 day a week during that part of the notice period which is more than 30 days before the proposed termination date.

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

11.1.6. No one shall have preference under Section 4.4 over an employee with ten or more years seniority who is within five years' of normal retirement and has received notice of layoff.

11.2. An employee who is terminated under this section shall be entitled to termination pay measured by the highest salary level which she or he attained during her or his employment, as follows:

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

11.2.2 After two years of service, a total of eight weeks' pay.

11.2.3 For bargaining unit employees hired after January 1, 1993, after six years of continuous service, 9 weeks of pay, with an additional 1.5 weeks of pay for each additional year of continuous service, except that after 24 years of continuous service, there shall be a maximum of 36 weeks of pay.

11.2.4 Notwithstanding 11.2.1, 11.2.2 and 11.2.3 above, all bargaining unit employees hired prior to January 1, 1993 shall be entitled to termination pay as follows: After 1 year of continuous service, a total of 4 weeks' pay; after 18 months of continuous service, a total of 6 weeks' pay; after 2 years of continuous service, a total of 8 weeks' pay; for each additional year of continuous service rounded up or down to the nearest full year, 2 weeks' pay; the maximum termination payment to an employee hired prior to January 1, 1993 shall be 52 weeks' pay.

12.0 INFORMATION TO UNION

12.1. 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:

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

12.1.2. The date and nature of change of classification of any employee.

12.1.3. The name and date of transfer of any employee to a classification within or outside of the bargaining unit, and

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

12.2. 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.

12.3. The Employer shall promptly notify an employee whenever any comment or notation regarding the employee is placed in her or his 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 her or his 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.

13.0. SICK LEAVE AND OTHER LEAVES OR ABSENCE

13.1. The Employer shall grant five sick days on January 1 of each calendar year. Employees working less than a full-time schedule shall have their sick time prorated. Employees will also be eligible for the Employer's short-term disability coverage and long-term disability coverage, subject to the same eligibility rules as all other employees in the company. Bargaining unit employees with more than one year of service will receive 100% of their base salary while on short-term disability. Satisfactory evidence of an employee's illness may be required by the Employer in individual cases.

13.2. 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 14.1 while the employee is on such leave.

13.3. Leaves of absence granted under Section 13.1 and 13.2 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 for reasons other than parenthood and the employee's own illness.

13.4. Employees shall be entitled to leaves of absence without pay pursuant to the Employer's Family Leave Policy.

13.5. 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 14.1 while she or he is on such leave, pursuant to this Section 13.5, but such employee shall have the option of continuing such coverage at her or his own expense.

13.6. Employees who are covered by the United Services Employment and Reemployment Rights Act 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.

13.7. 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.

14.0. BENEFIT PLANS

14.1. For the duration of this Agreement, the Employer agrees that members of the bargaining unit shall receive the same comprehensive medical/dental disability and life insurance benefits as are received by those of its employees who are not member of the bargaining unit.

14.1.1. The Employer agrees that during the first year of this Agreement, it will not make changes in its medical/dental plan as in effect for all of its employees as of January 1, 1999.

14.1.2. The Employer agrees that for the duration of this Agreement it will maintain a plan that provides medical/dental benefits for all of its employees.

14.1.3. For the duration of this Agreement, the Employer agrees that in the event an employee who is paying for dependent coverage dies, it will pay the cost of continuing dependent coverage for a period of six months after the death of the employee. This six month period shall count towards the period the dependents are entitled to continue coverage under COBRA.

14.2. For the duration of this Agreement, the Employer agrees that members of the bargaining unit shall be eligible to participate in the Medical Reimbursement Act and its Employee Assistance Plan on the same basis as employees who are not members of the bargaining unit.

14.3. If new legislation shall require the Employer to provide additional or different benefits, the Employer shall comply therewith. Similarly, if such new legislation should require the Employer to duplicate any or all of the benefits hereunder, the Employer may modify the agreed-upon coverage to eliminate the duplication.

14.4. For the duration of this Agreement, the Employer agrees that members of the bargaining unit shall receive the same retirement benefits as are received by those of its

employees who are not members of the bargaining unit. As of the date of this Agreement, the Employer's retirement program consists of the Pension Plan and the 401(k) Plan.

14.5. Should the Employer decide to conduct a review of child care and elder care needs of employees working in its New York office, the Employer shall include the Union in the discussion.

14.6. Bargaining Unit Employees shall be eligible for participation in the "Pearson Profit Sharing Plan" and the "Save for Shares Plan."

15.0 EQUAL RIGHTS

15.1. Both parties undertake to try to eliminate all discrimination in hiring, employment, Union membership, wages, or other status or terms or conditions of employment or opportunity for employment based upon sex, sexual orientation, age, race, creed, color, religion, political affiliation or belief, marital or parental status, disability, or status as a Vietnam or special disabled veteran or any other military status.

15.2. It shall be a continuing obligation of both parties from time to time to meet at the request of either of them to explore and seek to develop ways to make this equal rights principle effective, including, without limitation, being alert to the possibilities of utilizing transfer and promotion procedures in order to upgrade women and black and other minority employees, establishing training programs to upgrade employees, and participating in and cooperating with other programs and organizations having similar goals.

15.3. The Employer will provide the Union with such information with respect to its Affirmative Action Plan as it is required to provide under governmental regulations.

16.0. TEMPORARY EMPLOYEES

16.1. The Employer may continue to employ temporary personnel. Such employees may be dismissed at any time with or without cause and without notice or termination pay. Temporary employees shall have no seniority, except that if such person becomes a regular employee her or his seniority will go back to the date of his temporary employment. If such person is continued in work covered by this Agreement beyond 3 continuous months, she or he shall be automatically classified as a regular employee and become entitled to seniority rights and credited with the satisfaction of any waiting period required by the comprehensive medical/dental program from the date of her or his temporary employment.

16.2. This Agreement shall not apply to employees of independent contractors, which may be retained by the Employer from time to time in its discretion, as heretofore.

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

17.0. BULLETIN BOARDS; ASSOCIATION ACTIVITIES

17.1. The Employer shall provide a reasonable number of mutually acceptable places to be used for bulletin 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 of rental of articles or lodging, by employees.

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

17.2.1. To meet with representatives of the Employer at its request.

17.2.2. To meet with representatives of the Employer at the Union's request pursuant to a provision in this Agreement, or

17.2.3. T conduct business on behalf of the Union which cannot reasonably be conducted other than during normal working hours.

17.2.4. The Union member shall inform her or his supervisor as far in advance as possible of the need to conduct such business, and, in the case of 17.2.3. above, shall secure the permission of the supervisor to do so, with permission shall not be unreasonably withheld.

17.2.5. Six times a year employees shall be entitled t one hour at midday, in addition to the lunch hour, to attend scheduled union members 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.

17.3. The Union may establish a Health & Safety Committee of no more than three members to meet with management at regular intervals to discuss issues with respect to health and safety conditions.

17.4. 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:

17.4.1. The number of stewards shall be limited to no more than eight.

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

18.0. LOCKOUTS; STRIKES; STOPPAGES

18.1. 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 cause or effect any lockout of all or any employees, and the Union, officers, agents, stewards, committeemen and members shall not directly or indirectly cause any curtailment, restriction, or interference with the work of the Employer or authorize any picketing, strikes, or work stoppages, whether sitdown, stay-in, stay-in, slowdown, or otherwise.

18.2. If picketing in violation of Section 18.1 occurs or if an unauthorized strike or work stoppage should occur, the Union shall make every reasonable, lawful effort to end such activity and to effect a settlement of the dispute pursuant to this Agreement.

19.0. GRIEVANCE PROCEDURE AND ARBITRATION

19.1. Grievances shall be processed as follows:

19.1.1. An employee grievance (other than a claimed unjust discharge or improper layoff) shall first be taken up by the employee or employees involved and/or their department representative with the immediate supervisor involved within 15 working days of the occurrence or when the employee(s) knew or should have known of its occurrence. If the grievance is not settled at this level, it shall be discussed by a member of the Union Grievance Committee with the supervisor for personnel within the department involved within seven working days. If the grievance is not settled at this level, it shall be reduced to writing, including a brief statement of the facts, and submitted by the Union Grievance Committee within 10 working days to the Director of Human Resources. The committee (of not more than four members) shall meet with the Director of Human Resources or deputy designated by her or him for that purpose to try to settle the grievance.

19.1.2. A claim of unjust discharge or improper layoff shall be submitted in writing to the Human Resources Department within two weeks after the Union has been notified of the discharge or layoff or it shall be deemed waived.

19.1.3. Union grievances against the Employer that do not involve individual employee and Employer grievances against the Union shall be reduced to writing and taken up by the Grievance Committee and/or the officers or other authorized representatives of the Union with the Director of Human Resources.

19.2. Any grievance that is not settled under the foregoing procedures except one involving an issue excluded from arbitration (Sections 11.1.5 and 7.7) may be submitted to

arbitration at the request of either the Union or the Employer within thirty (30) days after receipt of the response from, respectively, the Director of Human Resources or an authorized representative of the Union in the manner provided by the rules of the Voluntary Labor Tribunal of the American Arbitration Association. The fees of the American Arbitration Association and of the arbitrator shall be shared equally by the parties.

19.3 The parties acknowledge that the above-stated time limits are of the essence to prompt settlement of grievances and that any grievance not timely moved to the next step by the Union shall be deemed waived.

20.0. TERM OF AGREEMENT

20.1. This Agreement shall be effective until December 31, 2000.

20.1.1. For the purposes of this Agreement, the first year of the Agreement shall mean January 1, 1999, to December 31, 1999; the second year shall mean January 1, 2000 to December 31, 2000.

21.0. SUCCESSORS

21.1 This Agreement shall inure to the benefit of and bind the parties and their successor and assigns.

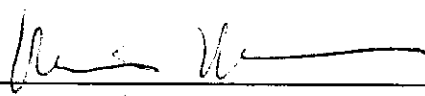
21.2. A consolidation, merger, sale, transfer, or assignment of or by either party shall not affect any right or obligation of either party or of a successor or assign of either party under this Agreement.

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

ADDISON WESLEY LONGMAN, INC.

Local 2110, U.A.W.

By: 

By: 

Date: 3/25/99

Date: 5/16/00

APPENDIX A

GROUP 1

Mailroom Assistant

Messenger

GROUP 2

Clerk II

Mailroom Sorter

Maintenance & Utility II

Packer

Receptionist

GROUP 3

Clerk/Typist

Copyeditor Trainee

Design Assistant Trainee

Inventory Clerk

Mail Meter Clerk

Mailroom Messenger/Clerk

Maintenance & Stockroom Clerk

Production Assistant Trainee

Production Editor Trainee

Receptionist/Clerk Typist

Sales Support Clerk

Statistical Clerk II

Telephone Operator

GROUP 4

Clerk I

Computer Clerk

Statistical Clerk I

Traffic Clerk

Word Processing Operator

GROUP 5

Accounting Clerk II

Contracts Assistant

Coop. Advertising Assistant

Copyrights/Permissions Assist. II

Copywriter II

Design Assistant II

Information Processing Operator

Inventory Control Assistant

Mail Order Assistant

Mail/Stock Clerk

Paper Purchasing Assistant II

Promotion Assistant II

Publicity Assistant II

Sales Production Assistant

Secretary

Secretary/Design Assistant

GROUP 6

Advertising Assistant II
Advertising & Promotion Asst. II
Assistant Supervisor - Mailroom
Assistant to Supervisors of Editing
Copyeditor II
Copyrights/Permissions Assistant I
Copywriter I
Corporate Services Assistant
Cost Accounting Clerk
Design Assistant I
Design Secretary
Desktop Design Assistant
Desktop Publishing Assistant II
Editorial Assistant II
Editorial Production Asst. II
Foreign Rights Assistant II
Inventory Coordinator
Maintenance & Utility I
Manuscript Assistant
Marketing Assistant II
Marketing Support Clerk

GROUP 6 (Continued)

Media Development Assistant II

Paper Purchasing Assistant I

Production Assistant II

Production Editorial Asst. II

Project Editorial Asst. II

Reader

Reprint Assistant II

Rights and Publicity Assistant II

Sales Assistant

Sales Service Assistant

Secretary/Assistant

Senior Contracts Assistant

GROUP 7

Assistant Production Editor

Assistant Project Editor

Assistant to Director, Contracts/
Copyrights/Permissions

Assistant to Inventory Manager

Assistant to Manager, Publicity/Sales/
Promotion/Subsidiary Rights

Assistant to Managing Editor

Assistant to Senior Editor

Assistant to Special Sales Coordinator/
Product Development Manager

Book Designer II

Convention Coordinator

Copyeditor I

Copyeditor Coordinator

Copywriter/Marketing Coordinator

Desktop Publishing Assistant I

Editorial Assistant I

Editorial Production Assistant I

Foreign Rights Assistant I

Graphic Designer I

International Operations Assistant

Library Assistant

Marketing Assistant I

GROUP 7 (Continued)

Marketing/Customer Relations Asst.

Media Development Assistant I

Micro Computer Assistant

Operations Assistant

Paper Inventory Coordinator

Production Editorial Assistant I

Project Editorial Asst. I

Promotion Assistant I

Promotion Design Asst.

Publicity Assistant I

Reprint Assistant I

Rights and Publicity Assistant I

Senior Reader

Software Assistant

Subsidiary Rights Assistant II

GROUP 8

Advertising & Promotion Assistant I

Advertising Coordinator

Associate Publicist

Contracts Coordinator

Copyeditor I/Reprint Coordinator

Desktop Project Administrator II

Managing Editorial Pubtech Asst.

Production Associate

Publicity Coordinator

Publicity Operations Associate

Reprint Editor

Rights and Publicity Coordinator

Sales Administrative Coordinator

Sales and Marketing Coordinator

Sales Associate

GROUP 9

Accounting Clerk I

Administrative Assistant

Assistant Editor

Assistant Managing Editor

Assistant Paper Purchaser

Assistant Producer

Assistant Special Sales Coordinator

Assistant to Director, Special Markets

Assistant to Manager, Permissions

Computer Production Editor

Contracts Administrator

Cooperative Advertising Coordinator

Copyrights/Permissions Administrator

Design Administrative Assistant

Design Coordinator

Editorial Administrative Assistant

Full Service Project Editor

Library Services Coordinator

Map Coordinator

Marketing Administrative Assistant

Marketing/Conference Coordinator

Production Assistant I

Production Editor

Production Editor Reprint Coordinator

GROUP 9 (Continued)

Production Estimator/Planner

Project Editor

Promotion Coordinator

Publicist

Purchasing Assistant

Senior Copyeditor

Software Production Assistant

Special Sales Associate

Technical Project Editor

GROUP 10

Administrative Coordinator
Advertising & Marketing Coordinator
Advertising & Promotion Coordinator
Agency Plan/Convention Coordinator
Art and Design Coordinator
Art Consultant
Assistant Manager - Academic & Library Marketing
Assistant Manager - Copyrights
Assistant Manager - Permissions
Assistant Manager - Reprint
Assistant to Director, Marketing/Sales
Associate Managing Editor
Book Designer I
Contracts Associate
Copywriter/Promotion Coordinator
Corporate Services Coordinator
Design and Production Coordinator
Desktop Project Administrator I
Direct Mail Promotion Coordinator
Distribution Coordinator
Editorial Administrative Coordinator
Editorial Coordinator
Foreign Rights Coordinator
International Sales Coordinator

GROUP 10 (Continued)

Inventory Administrator

Library/Exhibits Administrator

Library Promotions & Exhibits Coordinator

Manufacturing Administrator

Marketing Communication Coordinator

Marketing Coordinator

Marketing/Systems Assistant

Marketing Information Coordinator

Media Policy Coordinator

Merchandise and Overstock Operations Coordinator

National Accounts Sales Coordinator

Paper Purchaser

Personal Computer Coordinator

Pipeline Coordinator

Production Administrator

Production Coordinator

Production Design Coordinator

Production Engineer

Production & Manufacturing Planner

Project Editorial Coordinator

Promotion Copywriter

Promotion Design Coordinator

Rights & Foreign Sales Coordinator

Sales Promotion Coordinator

GROUP 10 (Continued)

Sales Support Administrator

Senior Copywriter

Senior Publicist

Software Administrator

Software Coordinator

Software Production Coordinator

Special Projects Coordinator

Subsidiary Rights Assistant I

Supplements Associate

Supplements Coordinator

Systems Coordinator

GROUP 11

Art Designer

Assistant Manager-Electronic Production

Assistant Manager - Manufacturing

Assistant Manager - Subsidiary Rights

Assistant Marketing Manager

Assistant Production Editorial Manager

Assistant Production Manager

Associate Editor

Convention Administrator

Database Coordinator

Database Project Coordinator

Design Associate

Foreign Rights Associate

Inventory and Sales Systems Administrator

Marketing Administrator

Merchandise Sales Coordinator

National Accounts Administrator

On-Line Coordinator

On-Line Marketing Administrator

Production Systems Coordinator

Promotion/Copywriter Administrator

Promotion Design Associate

Reprint Production Coordinator

Senior Communications Coordinator

GROUP 11 (Continued)

Senior Designer

Senior Engineer

Software Associate Editor

Staff Designer

Subsidiary Rights Associate