

MEMORANDUM OF UNDERSTANDING

Addison Wesley Longman, Inc. ("Employer") and Local 2110, U.A.W. ("Union") agree that all terms and conditions of the collective bargaining agreement between the parties (the "Agreement") shall be extended through December 31, 2013, with the following modifications:

1. Paragraph 5.6.1 Delete and replace with the following:

5.6. Meal Allowance and Taxi Fare Reimbursement.

5.6.1. A non-exempt employee authorized to work more than 2 hours overtime in a day shall receive a meal allowance of \$15. An exempt employee who is authorized to work 2 or more hours beyond the close of his or her workday, and who began work that day at the Employer's normal starting time (or, if different, at the employee's normal starting time for that day), shall receive a meal allowance of \$15.

2. Paragraph 5.7 Delete and replace with the following:

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 two times every contract year; (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. The Employer will also distribute the rules for taxi reimbursement and meal allowance two times per contract year.

3. Paragraph 6.5. New Paragraph 6.5 is to be added as follows:

6.5 In the event that the Employer requests a member of the bargaining unit to continue to work past an Employer-announced "early closing" hour on the afternoon before one of the Employer's holidays referred to in Section 6.1 above, the Employer will endeavor to give the member as much notice of such request as is reasonably possible. In the event that such bargaining unit member continues to perform work past such early closing hour, the Employer will pay the bargaining unit member time-and-a-half for any hours he or she works that day past the Employer's announced early-closing hour.

4. Paragraph 7.1: Delete and replace with the following:

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

7.1.1. \$27,228 for the first year of this Agreement, January 1, 2011 through December 31, 2011;

7.1.2. \$27,636 for the second year of this Agreement, January 1, 2012 through December 31, 2012;

7.1.3. \$28,188 for the third year of this Agreement, January 1, 2013 through December 31, 2013.”

5. Paragraph 7.2: Delete and replace with the following:

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

7.2.1. \$32,620 for the first year of this Agreement, January 1, 2011 through December 31, 2011;

7.2.2. \$33,109 for the second year of this Agreement, January 1, 2012 through December 31, 2012;

7.2.3. \$33,771 for the third year of this Agreement, January 1, 2013 through December 31, 2013.”

6. Paragraph 7.3. Delete and replace with the following:

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.

7. Paragraph 7.4. Delete and replace with the following:

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 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 1.5% merit increase.

7.4.2 Any individual employee who the Employer lists in its records as “non-exempt” from overtime pay requirements and who is rated ‘Achieved’ as of his or her most recent performance appraisal shall receive a minimum increase in annual salary of 4%.

7.4.3 Any individual employee who the Employer lists in its records as “exempt” from overtime pay requirements and who is rated ‘Achieved’ as of his or her most recent performance appraisal shall receive a minimum increase in annual salary of 2% or \$1,200, whichever is greater.

7.4.4. Any individual employee who the Employer lists in its records as "non-exempt" from overtime pay requirements and who is rated "Exceeds" as of her or his most recent performance appraisal shall receive a minimum increase in annual salary of 5%.

7.4.5. Any individual employee who the Employer lists in its records as "exempt" from overtime pay requirements and who is rated "Exceeds" as of her or his most recent performance appraisal shall receive a minimum increase in annual salary of 2.5% or \$1,400, whichever is greater.

7.4.6. 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.

7.4.7 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, 2011, January 1, 2012, and January 1, 2013.

8. Paragraph 8.3. Delete and replace with the following:

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

9. Paragraph 9.1, Last Subparagraph Delete and replace with the following:

Employees must take their vacation in the calendar year in which the vacation is credited, and will not carry over accrued, unused vacation into the next calendar year, unless the carryover is at the written request of the Employer and approved by the Human Resources Department, such approval not to be unreasonably denied. Under those circumstances, a maximum of 5 days may be carried over, and the carry over time must be used by the end of the first calendar quarter. Further, as stated in Paragraph 9.4 below, employees may carry such vacation time over for use only, and under no circumstances will any employee be paid for unused carry-over time.

10. Paragraph 14.1.1. Delete and replace with the following:

14.1.1. "The Employer agrees that during the first year of this Agreement, it will not make changes in its medical/dental/vision plan as in effect for all of its employees as of January 1, 2011."

11. Paragraph 14.7 Delete and replace with the following:

14.7. The Employer currently offers Wageworks to its employees in its New York office, and the Employer will continue to offer Wageworks to employees in the bargaining unit as long as it offers Wageworks to its non-union employees in the New York office.

12. Paragraph 15.1 Delete and replace with the following:

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, gender identity or expression, 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.

13. Paragraph 20.0. Delete and replace with the following:

20.1 "This Agreement shall be effective until December 31, 2013."

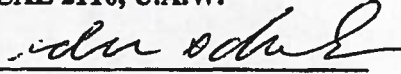
20.1.1. "For purposes of this Agreement, the first year of the Agreement shall mean January 1, 2011 to December 31, 2011; the second year of the Agreement shall mean from January 1, 2012 to December 31, 2012, and the third year of the Agreement shall mean from January 1, 2013 through December 31, 2013."

ADDISON WESLEY LONGMAN, INC.

By: 

Date: 8/29/11

LOCAL 2110, U.A.W.

By: 

Date: 8/29/2011