MEMORANDUM OF AGREEMENT

Pearson Longman Publishers ("Employer") and Local 2110, UAW ("Union") agree that all terms and conditions of the collective bargaining agreement between the parties (the "Agreement") shall be extended through the date of the Employer's relocation from the New York office to Hoboken, NJ, with the following modifications:

- 1. 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 receipt 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 her or his 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 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 the 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, 2014 and January 1, 2015.

- 2. Paragraph 20.0 Delete and replace with the following:
 - 20.1 This Agreement shall be effective until the date of the Employer's relocation from the New York office to Hoboken, NJ.
 - 20.1.1 For purposes of this Agreement, the first year of the Agreement shall mean January 1, 2014 December 31, 2014.
- 3. The Employer agrees to notify the Union at least sixty (60) days in advance of the relocation date once it has been established by the Company, and the parties agree to meet and comply with their obligations to engage in effects bargaining over the relocation.

Pearson Longman

By: Sen Cottle

Date: 915/14

Local 2110, UAW

By: <u>eden achulz</u> Date: <u>8/29/2014</u>