

**Tentative Memorandum of Agreement for a  
New Collective Bargaining Agreement Between**

HARPERCOLLINS PUBLISHERS LLC (the "Company")

-and-

THE ASSOCIATION OF HARPERCOLLINS EMPLOYEES (the "Union")  
Affiliated with Technical Office and Professional Union ("T.O.P."),  
Local 2110, United Auto Workers

February 25, 2026

The current collective bargaining agreement between the parties, which expired December 31, 2025, will be renewed with only the following modifications. The parties will agree on the incorporation of the below modifications into the expired contract or into a separate side letter as appropriate.

**1. Hiring; Seniority; Promotions; Reductions in Force; Notice to Union (Section 4.0)**

- Amend Section 4.8 as follows: 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.~~
- Amend Section 4.11 as follows: Employees may be promoted at the discretion of the Employer. **Level 3 employees will be considered for promotion after two (2) years of continuous service; however, the decision to promote remains at the sole discretion of the Employer.** Promotion means a transfer to a job with a higher level identifier in Appendix B.

**2. Hours of Work & Overtime (Section 5)**

- Amend Section 5.2 as follows: 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. However, it is understood that **Level 3 and 4 employees will be allowed to work and be paid for up to three (3) hours of overtime without prior authorization from their supervisor and Level 5 and 6** employees who are earning less than **\$70,000** \$60,000/year will be allowed to work and be paid for up to two (2) hours of overtime per week without prior authorization from their supervisor. Overtime shall be paid when submitted through the

Company's time management system and approved by the employee's supervisor.

- Amend Section 5.3 as follows: A holiday, **vacation day, personal day,** or paid sick day shall be deemed a day worked for the purpose of determining overtime worked during the week in which either occurs.

### 3. Holidays and Personal Days (Section 6.0)

- The Company will provide employee with one floating holiday to be coded as an additional personal day. The number of personal days and holidays shall be no less than eighteen (18) total.
- Add Section 6.3 that the Company will provide three (3) months advance notice of any changes to its hybrid work policy.

### 4. Rates of Pay (Section 7.0)

- Upon ratification with retroactivity to January 1, 2026, and at the subsequent dates specified below, the minimums will be as follows:

|         | Jan 1, 2026 | Jan 1, 2027 | Jan 1, 2028 |
|---------|-------------|-------------|-------------|
| Level 3 | \$52,500    | \$54,000    | \$55,200    |
| Level 4 | \$55,000    | \$56,500    | \$58,000    |
| Level 5 | \$60,000    | \$61,500    | \$63,050    |
| Level 6 | \$65,000    | \$66,750    | \$68,500    |

- **Lump Sum Payment.** In addition to the increases in the minimum, following ratification of the agreement, the Company will make a lump sum payment to each full-time bargaining unit employee based on years of tenure in the amounts listed below:

- Less than two (2) years of service \$1,000
- At least two (2) years but less than five (5) \$1,250
- At least five (5) years but less than ten (10) \$1,500
- At least ten (10) years but less than fifteen (15) \$2,000
- At least fifteen (15) years but less than twenty (20) \$2,500
- At least twenty (20) years of service \$3,000

Part-time employees will receive a prorated payment based on their average weekly hours.

- Amend Section 7.6.2 as follows: The Panel shall **hold a meeting with the appealing employee and the Union** to 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.
- Add as Section 7.7 Recognition Award

- In the event an employee is assigned additional duties because of another Employee's temporary absence of four (4) or more weeks, the Employee shall be considered for a monetary recognition award ranging from \$500 to \$2500 based on the length of assignment, performance in the assignment, impact on the department and company objectives, and efforts above and beyond the normal duties of the position.

## **5. Discharge Procedures (Section 9)**

[replace the text of the Article with the below]

9.1 No employee may be disciplined or discharged except for just cause. Counseling, coaching, or performance feedback shall not be considered discipline and shall not be subject to the just cause provisions of this article.

9.2 The Employer will notify the Union, the Unit Chair, and the affected employee(s) in writing within twenty-four (24) hours of a discharge or any other disciplinary action.

9.3 Performance Improvement Plan: 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 employee's supervisor in writing at least six (6) weeks earlier of the way(s) in which the employee's performance is unsatisfactory. The purpose of this Performance Improvement Plan and the improvement 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 People Team and to the Union. Upon the expiration of the warning period, one of the following shall occur:

9.3.1 the employee will be notified in writing, with copies to the People Team 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

9.3.2. the employee will be notified in writing, with copies to the People Team and the Union, that the employee's performance has not improved to a satisfactory level. In this case, the warning period may be extended. Any request to extend the improvement period will be given good faith consideration; or

9.3.3. the employee's employment will be terminated.

9.4 Prior to or within the first three (3) weeks of the Performance Improvement Plan period, the Employer may, in its discretion, offer the employee the option of a voluntary separation with severance in lieu of continued employment. The Employer shall not be required to continue or complete the Performance Improvement Plan period where such an offer is made and accepted. Any such separation shall be by mutual agreement, shall not constitute discipline, shall be non-precedential, and shall not be subject to the grievance or arbitration procedure.

9.5 If an employee receives two warnings asserting the same kind of unsatisfactory performance within a nine-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.

**6. Layoff Procedures (Section 10)**

- Amend Section 10.2 to state that severance pay shall be contingent upon the Employee's execution of a Separation Agreement and General Release in the form attached as an Appendix.
- Delete Section 10.2.8.

**7. Information to Union (Section 11)**

- Amend Section 11.1.1 as follows: The name, address, ~~sex~~ **gender**, date of birth, **personal and work phone number; personal and work email address**, date of hire, job title, and salary of each new employee, and such information as the Employer records as to minority status.
- Amend Section 11.2 as follows: 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 **and a copy of the up-to-date organizational chart for all departments of the Employer with bargaining unit Employees.**
- Amend Section 11.5 as follows: **All electronic written notices to the Union will include local2110@2110uaw.org in addition to other recipients as appropriate**

**8. Leave (Section 12.0)**

- Amend Section 12.2 as follows: Employees shall be entitled to leaves of absence ~~without pay for parenthood (including adoption) for up to 18 weeks~~ **in accordance with Company policy as detailed on HarperConnect, which is attached as an Appendix.** 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.
- Add as Section 12.3: Employees participate in the Company's paid and unpaid leave policies. Complete policy details, including eligibility rules, can be found on HarperConnect. The Company will provide notice of any changes in the plans applicable to UAW-represented employees and the Union will have an opportunity to consult about such changes before they become effective.

**9. Benefit Plans (Section 13.0)**

- Amend Section 13.1 as follows: 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.~~

**10. Equal Rights (Section 14)**

- Amend Section 14.1 as follows: 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, **gender identity**

and expression age, race, creed, color, religion, political affiliation or belief, marital or parental status, disability, military status, transgender status, ~~or~~ union membership or activity, citizenship status, criminal arrest and conviction records, body size, pregnancy or lactation status, salary or credit history, or any other protected category in accordance with local, state, and federal laws.

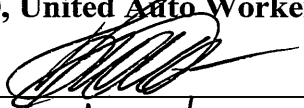
**11. Bulletin Boards; Union Activities (Section 16.0)**

- Amend Section 16.5 as follows: The Employer and the Union shall establish a joint Labor/Management Committee to meet monthly or as needed to discuss issues of concern to either party. The Committee shall be comprised of members of the bargaining unit to be identified by the Union and representatives of the Employer. The parties agree that the specific participants in the meetings may change based on the topics to be addressed. The Union shall provide to the Company's Vice President, People or their delegate an agenda identifying the issues the Union wishes to discuss at least three (3) five (5) days prior to each meeting.

**12. Term (Section 19):** A three (3) year term, through December 31, 2028.

**TENTATIVELY AGREED TO AND SUBJECT TO REVIEW AND RATIFICATION:**

**THE ASSOCIATION OF HARPERCOLLINS HARPERCOLLINS PUBLISHERS LLC  
EMPLOYEES (the "Union")  
Affiliated with Technical Office  
And Professional Union ("T.O.P."),  
Local 2110, United Auto Workers**

By:  \_\_\_\_\_

Date: 2/25/26

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