

**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 9, 2023

The current collective bargaining agreement between the parties, which expired December 31, 2021 and was extended through April 2022, 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. Job Titles & Job Descriptions (Section 2.2.2)

- The parties agree to move outdated job titles from Appendix B to Appendix A.
- Subsequent to the job title review and clean-up referenced above, the parties will meet to review and update all applicable job descriptions for job titles contained in Appendix B in order to ensure that the job descriptions accurately reflect the current job duties for each title.

2. Salary Minimums (Section 7.1)

Upon ratification and return to work and at the subsequent dates specified below, the minimums will be as follows:

	Upon Ratification	Jan 1, 2024	Jan 1, 2025
Level 3	\$47,500	\$48,500	\$50,000
Level 4	\$49,500	\$50,700	\$52,200
Level 5	\$51,500	\$53,000	\$54,500
Level 6	\$54,000	\$55,500	\$57,000

3. Merit Increases (Section 7.3)

- Revise the second paragraph of Section 7.3 as follows:

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. Bargaining unit employees who are being compensated at a rate that falls within 10% of the minimum salary for their Level and whose performance is rated a “has not met expectations” rating (currently a rating of 2 out of 5) will receive at least 50% of the merit pool percentage increase in their salary. Bargaining unit employees who receive a rating of “unsatisfactory” (currently a rating of 1 out of 5) will not be eligible for a merit increase.~~

- Remove the third paragraph of Section 7.3.
- **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 in the gross amount of \$1,500. Part-time employees will receive a prorated payment based on their average weekly hours.

5. Hours of Work and Overtime (Section 5).

Revise Section 5.2 as follows:

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. **However, it is understood that employees who are earning less than \$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 ~~an overtime form has been completed,~~ submitted through the Company’s time management system and approved by the employee’s supervisor. ~~and forwarded to Payroll.~~

6. Term (Section 19): A four (4) year term, until December 31, 2025.

7. Holidays and Personal Days (Section 6.0)

- The Company will provide employees with one paid Volunteer Day per year to be used to perform volunteer activities for a 501(c)(3) non-profit organization or charity of the employees’ choice.

- The Company will add Juneteenth and Presidents' Day to the list of holidays included in Section 6.1.1 and increase the total number of holidays and personal days in Section 6.1.2 from 15 to 17.
- 8. Open Shop (Section 2.0)**
- The Company agrees to amend Section 2.4 to add contributions to the Union's Voluntary Community Action Program (V-CAP) to the dues checkoff process.
- 9. Hiring; Seniority; Promotions; Reductions in Force; Notice to Union (Section 4.0)**
- Revise Section 4.2 to allow bargaining unit employees to notify their current manager of their application for an internal role only if/when they are identified as a finalist for the position.
- 10. Equal Rights (Section 14.0)**
- The Company agrees to implement guidelines for requests for reasonable accommodations under the Americans with Disability Act similar in form and substance to the guidelines separately provided. The Company shall have the right to amend or modify such guidelines at any time upon notice to the Union. The Company shall distribute such guidelines to bargaining unit members on an annual basis.
- 11. Bulletin Boards; Union Activities (Section 16.0)**
- Amend Section 16.2.4: "~~Six times a year~~ **Once per month 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."
 - Amend Section 16.4.1. "The number of stewards shall be limited to no more than ~~five~~ **eight.**"
 - **Add as Section 16.2.5: "Union stewards shall be entitled to hold a one hour Union orientation meeting for Employees newly hired into the bargaining unit during work hours. Additionally, the Employer will include in new hire packets for new bargaining unit Employees a "Welcome Letter" from the Union (to be reviewed and approved by the Employer) and a Union membership form."**
 - Add as Section 16.5: "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) days prior to each meeting.”

- Add as Section 16.6: “The Employer shall treat as time worked participation in and reasonable preparation for the union activities described above, as well as Company-sponsored diversity and inclusion activities, so long as such activities occur during the employee’s regular working hours. To the extent that an employee is not able to complete their work assignments during their regular working hours due to participation in such activities, they may work overtime to do so with their manager’s permission, such permission not to be unreasonably withheld.”

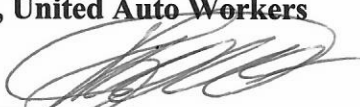
12. **Miscellaneous**

- Those bargaining unit employees who are office-based shall be permitted to continue to work remotely until June 30, 2023. Effective July 1, 2023, such employees will return to the office for the number of days per week then in effect for non-union employees.
- The following employees will receive a lump sum payment in the gross amount of \$1,500 upon ratification of this Agreement: Ciera Burch, Phil Caminiti, Bree Currier, Lisa Glover, and Erika West.

TENTATIVELY AGREED TO AND SUBJECT TO REVIEW AND RATIFICATION:

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

HARPERCOLLINS PUBLISHERS LLC

By: 

By: 

Date: 2/9/2023

Date: 2-9-2023


Laura Handberg


 JBend