

AGREEMENT

between

AMSCO SCHOOL PUBLICATIONS, INC.

and

**TECHNICAL OFFICE
AND PROFESSIONAL UNION,
LOCAL 2110, UAW, AFL-CIO**

reed
11/11

TABLE OF CONTENTS

| | | |
|---------------|--|------|
| Article 1. | <u>Recognition</u> | -1- |
| Article 2. | <u>Union Shop</u> | -2- |
| Article 3. | <u>New Workers</u> | -3- |
| Article 4. | <u>Seniority</u> | -6- |
| Article 5. | <u>Basic Crew</u> | -9- |
| Article 6. | <u>Discharge</u> | -9- |
| Article 7. | <u>Moving</u> | -11- |
| Article 8. | <u>Liquidation</u> | -12- |
| Article 9. | <u>Severance Pay</u> | -12- |
| Article 10. | <u>Hours</u> | -12- |
| Article 11. | <u>Wages</u> | -16- |
| Article 12. | <u>Holidays</u> | -18- |
| Article 13. | <u>Vacations</u> | -19- |
| Article 14. | <u>Paid Sick Leave</u> | -21- |
| Article 15. | <u>Contractual 401(k) Plan and GHI/UAW - TOP Local 2110 Plan</u> | -21- |
| Article 15-A. | <u>Reimbursement for Eyeglasses/Contact Lenses</u> | -23- |
| Article 15-B. | <u>Term Life Insurance</u> | -23- |
| Article 16. | <u>No Discrimination</u> | -23- |
| Article 17. | <u>Visitation</u> | -23- |
| Article 18. | <u>Bulletin Board</u> | -24- |

| | | |
|-------------|---|------|
| Article 19. | <u>Jury Duty</u> | -24- |
| Article 20. | <u>Safety and Health</u> | -25- |
| Article 21. | <u>Unpaid Leaves of Absence</u> | -26- |
| Article 22. | <u>Written Correspondence</u> | -30- |
| Article 23. | <u>Struck Goods</u> | -30- |
| Article 24. | <u>Mourning Time</u> | -30- |
| Article 25. | <u>Adjustment of Disputes</u> | -31- |
| Article 26. | <u>The Union As Party At Interest</u> | -32- |
| Article 27. | <u>Savings Clause</u> | -33- |
| Article 28. | <u>Successors and Assigns</u> | -33- |
| Article 29. | <u>Related Employers</u> | -34- |
| Article 30. | <u>No Strike, No Lockout</u> | -34- |
| Article 31. | <u>Promotions to Exempt Positions</u> | -35- |
| Article 32. | <u>Functions and Responsibilities of Management</u> | -36- |
| Article 33. | <u>Principles of Management and Cooperation</u> | -36- |
| Article 34. | <u>Attendance at Union Meetings</u> | -36- |
| Article 35. | <u>Credit Union</u> | -37- |
| Article 36. | <u>Modifications</u> | -38- |
| Article 37. | <u>Notice</u> | -39- |
| Article 38. | <u>Duration</u> | -39- |

AGREEMENT made by and between AMSCO SCHOOL PUBLICATIONS, INC., located at 315 Hudson Street, New York, New York (hereinafter, "the Employer"), and TECHNICAL OFFICE AND PROFESSIONAL UNION, LOCAL 2110, UAW, AFL-CIO, with its principal offices located at 113 University Place, New York, N.Y. 10003 (hereinafter, "the Union"), for and on behalf of itself, its members now employed or hereafter to be employed by the Employer in its Editorial, Office, and Shipping and Receiving departments.

WITNESSETH:

WHEREAS, the Employer recognizes the Union aforesaid as the only Union representing its editorial, office, and shipping and receiving employees, and agrees to deal collectively only with this Union for such employees;

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties do hereby agree as follows:

Article 1. Recognition

The Employer recognizes the Union as the only Union representing the employees of its Editorial, Office, and Shipping and Receiving Departments at 315 Hudson Street, New York, New York and agrees to deal collectively only with this Union for and on behalf of its employees in those departments.

Article 2. Union Shop

(A) It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain in good standing and those who are not members on the effective date of this Agreement shall, on the thirtieth day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth day following the beginning of such employment, become and remain members in good standing in the Union. As used in this article, "good standing" shall refer only to the tender of periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

(B) In the application of paragraph (A) above, when the Employer is notified by the Union in writing that an employee is delinquent in payment of Union dues, or has failed within the time prescribed by the Union to make proper application and pay the required initiation fee, the Employer shall immediately suspend such employee without pay for a period of thirty (30) days or until such earlier time as the Union has notified the Employer that the employee has been restored to good standing. If, at the end of the thirty day period, the Employer has not received such notification of good standing, the employee's employment shall be considered terminated.

(C) Upon written notice from the Union, the Employer will deduct all Union membership dues as provided for in the authorization form set forth below, upon condition that at the time of such notice, the Union shall furnish the Employer with a written authorization executed by the worker in the following form:

I hereby authorize and direct my Employer to deduct from my wages and to pay over to the Union on notice from the Union such amount including initiation fees and assessments (if any owing by me) as my membership dues in said Union as may be established by the Union and become due to it from me during the effective period of this authorization. This authorization may be revoked by me as of any anniversary date hereof by written notice signed by me of such revocation, received by my Employer and the Union, by registered mail, return receipt requested, not more than sixty (60) days and not less than fifty (50) days, before any such anniversary date, or on the termination date of the collective bargaining Agreement covering my employment, by like notice, prior to such termination date, whichever occurs the sooner.

The Employer will notify the Union promptly of any revocation of such authorization received by it.

(D) The Union shall save and hold the Employer harmless from all liability in connection with this Union Shop Article.

Article 3. New Workers

(A) Whenever the Employer shall require new workers in the bargaining unit covered by this Agreement, it shall first offer employment to those of its workers who have been laid off in accordance with the seniority provisions of this Agreement.

(B) (1) The Employer shall post at its premises for a period of seventy-two (72) hours bargaining unit jobs which become available. Twenty-four (24) hours after the commencement of such posting, the Employer will notify the Local 2110 Employment Office of the job opening. At the conclusion of the 72-hour posting period, the Employer may seek applicants from sources other than its existing employees or the Local 2110 Employment Office.

(2) In selecting individuals to fill unit job openings, the Employer's

policy is to consider an applicant's bargaining unit seniority, among other pertinent considerations, including but not limited to relevant job experience, knowledge, efficiency and ability to perform the work; however, the Employer's selection shall be final and not subject to the provisions of Article 25 of this Agreement.

(3) Where a unit job has been posted at a rate of pay which is higher than the current salary of a present employee who is accepted for that position, that employee's salary will be adjusted to the posted rate.

(4) Where a unit job has been posted at a particular rate of pay, and prior to the time the position is filled a higher rate is offered for the job or the qualifications for the job are materially altered, the job shall be reported in accordance with paragraph (1) of this Section B.

(C) (1) The Employer agrees to use the services of the Local 2110 Employment Office in hiring new workers for the Office and Shipping and Receiving departments. The services of the Local 2110 Employment Office are available to union and non-union members alike. Considerations such as union membership, union policies, by-laws or union constitutional provisions shall not play any part in the Union's referral of applicants. The acceptance or rejection of any applicant will be exercised by the Employer on the basis of such standards as efficiency, experience, skills, and training. If the Local 2110 Employment Office fails to supply workers satisfactory to the Employer within a reasonable time after such request is made, this time not to exceed seventy-two (72) hours, the Employer may engage such new workers from any other source.

(2) The Employer shall have the right to hire employees from any source

for the Editorial department. The Employer, however, agrees to provide the Union and the Steward with notice if it intends to hire employees of the same Editorial department classifications as covered by this contract.

(D) New workers shall immediately report to the Local 2110 Employment Office for the purpose of registering. All such newly hired workers shall be issued a Registration Slip as evidence of such registration. The registration shall be for the purpose of assisting the Union in the performance of this contract, and in maintaining the standards required by the Employer in filling any vacancies.

(E) (1) (a) New shipping and receiving employees shall be deemed probationary during the first thirty (30) days of their employment. The Employer may request that the probationary period be extended for a period of thirty (30) days. The Union's consent shall not be unreasonably withheld.

(b) New office employees shall be deemed probationary during the first sixty (60) days of their employment. The Employer may request in writing that the probationary period be extended for an additional sixty (60) days. The Union's consent shall not be unreasonably withheld.

(2) Proofreaders and assistants to department directors shall be deemed probationary employees for the first three (3) months of their employment. The Employer may request in writing that the probationary period be extended for an additional three (3) months. The Union's consent shall not be unreasonably withheld. During the probationary period, new employees may be discharged for any reason which need not be stated by the Employer.

(3) New editors and editors-in-training shall be deemed probationary for

the first nine (9) months of their employment: provided, however, the Employer may request an additional probationary period of three (3) months, which request shall not be unreasonably denied.

(4) During their probationary period, new employees may be discharged for any reason which need not be stated by the Employer.

(F) The Employer agrees to notify the employee in the event the Employer requests an extension of that employees's probationary period. The employee shall be deemed to have consented to any such extension unless (s)he has notified the Employer in writing to the contrary prior to the expiration of his/her initial probationary period.

Article 4. Seniority

All persons who have successfully completed their probationary period as defined in Article 3, shall be considered permanent employees and shall be entitled to seniority rights.

(A) Office and Shipping and Receiving

(1) There shall be two classifications for purposes of seniority: (a) office, and (b) shipping and receiving.

(2) All layoffs shall be in the inverse order of seniority, i.e., the last person hired shall be the first person laid off. The Employer agrees to give ten (10) working days notice of layoff to each employee having seniority whose turn it is to be laid off, provided, however, that if the Employer offers an extension of employment to an employee who has been given such notice, and the employee accepts the offer, the employee shall be laid off at the end of such extension without further notice. In the event that additional employees shall be needed, all

persons previously laid off shall be rehired in the order of seniority, i.e., the last person laid off shall be the first person to be rehired.

(B) Editorial Department

For purposes of seniority there shall be four classifications: editors, editors-in-training, proofreaders and assistants to department directors, with separate seniority within each classification.

In the event of a layoff, the principle of seniority shall be applied with consideration given to ability to perform the job; and the employee with the shortest time of employment shall be first laid off. In the event that additional employees are needed within a given classification, all persons previously laid off in that classification shall be rehired in order of seniority with consideration given to ability to perform the job.

In the event an editor or an editor-in-training who had previously been promoted from a proofreader position is laid off, he or she shall have the option of bumping the least senior proofreader and returning to that classification at the rate he or she would have attained had he or she remained in that classification.

(C) During their tenure in office, stewards shall be entitled to top seniority in their respective classifications for purposes of layoff and recall.

(D) Loss of Seniority

An employee shall lose his/her accumulated seniority and seniority shall be broken for any of the following reasons:

- (1) If the employee voluntarily resigns.
- (2) If the employee is discharged for just cause.

(3) If the employee fails to report to work after a layoff within five (5) days after mailing of a written notice of recall sent by the Employer to the employee at his/her last address of record on file with the Employer, as proven by the stamped "Receipt for Certified mail" provided by the United States Postal Service to the Employer upon delivery of the notice to the Post Office, unless compelling circumstances prevented the employee from reporting to work.

(4) If the employee has worked continuously for the Employer for less than one (1) year and is on layoff for a period of nine (9) consecutive months.

(5) If the employee is absent for a period of three (3) consecutive work days without notifying the Employer, unless compelling circumstances prevent notification.

(6) If the employee fails to return to work at the expiration of any leave of absence pursuant to Article 21, except as expressly stated therein, or any other provision in this Agreement, without the Employer's permission.

(7) If the employee takes employment elsewhere during the period of a contractual leave of absence without the express consent of the Employer.

(8) Promotions to an exempt position, after twelve (12) consecutive months in that position.

An employee whose seniority is lost for any of the reasons outlined in Article 4, Section D, shall be deemed terminated and considered as a new employee if (s)he is again employed by the Employer. The failure of the Employer to rehire such employee shall not be subject to the grievance and arbitration provisions of this Agreement. Seniority and seniority accumulation shall be suspended during periods of disciplinary suspensions.

Article 5. Basic Crew

The Employer agrees to employ continuously all office and shipping and receiving employees who have been continuously and actively in its employ one (1) year or more, and editorial department employees who have been continuously and actively in its employ two (2) years or more. These shall constitute the basic crew and shall not be subject to layoff at any time, except if business requires such reduction. If 3 or more basic crew employees are to be laid off within a 5-working day period for six (6) weeks or longer, the Employer may effect such lay off upon three (3) weeks notification thereof to the Union and the employees involved (unless compelling circumstances prevent such notification). If the Union disputes the necessity to reduce the basic crew, it will notify the Employer of this fact and meet with the Employer to discuss the issue no later than one week after such notification. Thereafter, the issue may be submitted to expedited or other arbitration before the American Arbitration Association. In cases where business requires a smaller or shorter-term reduction of the basic crew, the Employer may request such a reduction from the Union. If the Union disputes the necessity thereof, it will notify the Employer of that fact and meet with the Employer to discuss the issue no later than one week after such notice. Thereafter, the question may be submitted to expedited or other arbitration before the American Arbitration Association.

Article 6. Discharge

(A) The Employer shall have the right to maintain discipline and efficiency, and may discharge or suspend an employee for just cause.

(B) Just cause shall include, but not be limited to, the following, which shall be

grounds for immediate discharge:

- (1) Theft
- (2) Fighting on Company property
- (3) Gross insubordination
- (4) Willful destruction of Company property, equipment or materials.
- (5) Use, sale, transfer or possession of illegal drugs on Company premises.

(C) The Employer shall notify the Union in writing of discharge, pursuant to Section (B) of this Article or after completion of the procedures provided for in Section (D) of this Article governing other discharges, by Certified Mail/Return Receipt Requested. Such notification shall be made within five (5) days from the date of discharge. Notice of a desire to grieve such discharge must be made to the Employer by the Union by Certified Mail/Return Receipt Requested within ten (10) working days from the date of the Notice of Discharge sent by the Employer to the Union. If an appeal from discharge is not filed by the Union within the said ten (10) day period, the discharge shall be deemed just and proper, and will not be subject to the grievance and arbitration provisions of this Agreement.

(D) In cases of discharge resulting from acts other than those enumerated in Section (B) of this Article, the Employer shall notify the Union of its intent to discharge the employee. The Union may discuss the matter with the Employer within one (1) week of the date of the Notice of Intention to Discharge. Upon failure of the parties to agree or upon failure of the Union to discuss the matter within said one (1) week period, the Employer may immediately discharge the employee. In such event, the provisions of Section (C) of this Article shall apply.

Article 7. Moving

(A) The Employer agrees that, in the event that it moves its operations from its present location to any outside the Metropolitan area, it will give its basic crew the opportunity to resettle elsewhere and continue working for the company. The option of resettlement does not carry with it the right to receive any reimbursement for the cost of resettlement.

(B) If the Employer moves its operations from its present location to another location within the Metropolitan area, each employee shall receive as extra compensation the additional cost of the most reasonable and economical means of transportation not to exceed 100% of the existing cost, except with the written approval of management obtained in advance. This provision shall remain in effect for six (6) months following such move. The said additional commuting costs shall not be included in total earnings for the purpose of the contractual 401(K) Plan under Article 15 of this Agreement.

Article 8. Liquidation

Should the Employer liquidate its business, it shall notify the Union at least sixty (60) days in advance and the employees shall be retained on the job as long as their services are required in the completion of the liquidation.

Article 9. Severance Pay

The schedule of severance pay in the event of liquidation of the business, a move outside the Metropolitan area wherein an employee does not continue working for the Employer, or in the event of a permanent layoff of any employee shall be as follows: one (1) week for each full year of employment plus one (1) week for each part of a year in addition to full years, for a maximum of seven weeks. Thereafter, employees shall receive eight (8) weeks pay after ten (10) years of employment, nine (9) weeks pay after fifteen (15) years of employment and ten (10) weeks pay after twenty (20) years of employment.

Article 10. Hours

(A) (1) The regular working hours shall be a full week of thirty-five (35) hours per week, commencing at 9:00 A.M. and ending at 5:00 P.M. with one (1) hour for lunch. Except for lunch these hours shall be consecutive. In addition, the Employer will continue the present morning and afternoon coffee breaks, provided, however:

(a) The morning coffee break shall be taken from 10:00 A.M. to 10:15 A.M., or during such other 15-minute period as the Employer may determine, where work coverage requires. If a change from the employee's normal coffee break is required, the

Employer will give reasonable notice to the employee that morning, unless an unanticipated emergency makes such notice impracticable; and

(b) The afternoon coffee break shall be taken from 2:30 P.M. to 2:45 P.M., or during such other 15-minute period as the Employer may determine, where work coverage requires. If a change from the employee's normal coffee break is required, the Employer will give reasonable notice to the employee that afternoon, unless an unanticipated emergency makes such notice impracticable.

(2) When shipping and receiving employees punch in they shall be ready to immediately begin work and they shall not change their work clothes until after they punch out in the afternoon.

(3) (a) Where an office or shipping and receiving employee who is a member of the basic crew has arrived at work within thirty (30) minutes of the 9:00 A.M. starting time and presents a valid excuse for such lateness to management, the employee shall make up the lateness on that day, unless, for good cause shown, the Employer in its sole discretion allows such employee to make up the lateness on another day. This provision shall not apply where the employee arrives at work more than 30 minutes late, in which case the employee shall not be paid for any time lost after 9:00 A.M.

(b) Where an office or shipping and receiving employee who has completed his/her probationary period but is not a member of the basic crew, has arrived at work within fifteen (15) minutes of the 9:00 A.M. starting time and presents a valid excuse for such lateness to management, the employee shall make up the lateness on that day, unless, for good cause shown, the Employer in its sole discretion allows such employee to make up the lateness on

P. 11

another day. This provision shall not apply where the employee arrives at work more than 15 minutes late, in which case the employee shall not be paid for any time lost after 9:00 A.M.

(c) The Employer shall be the sole judge of the extent of tardiness under subparagraphs (a) and (b) of this section. These provisions shall not be construed to automatically excuse any lateness for purposes of disciplinary action. Abuse of this makeup privilege may result in its revocation for the individual concerned and other discipline. Probationary employees shall not be eligible for makeup time under paragraphs (A)(3)(a) and (b) of this Article. In the event the Employer allows the employee to make up his lateness on another day, no overtime shall be paid for such makeup time.

(B) (1) Editorial employees shall be paid one and one-half (1-1/2) times their regular pay for authorized overtime worked in excess of the regular full time work week. If mutually agreed upon, compensatory time off may be granted in lieu of overtime pay.

(2) Should any office or shipping and receiving employee work more than thirty-five (35) hours per week, or more than seven (7) hours per day, (s)he shall be paid for such overtime at the rate of time and a half. Employees who work on Saturday shall be guaranteed a minimum of five (5) hours of work at time and a half.

(C) In view of the unpredictable nature of the Employer's business, the parties agree that when workers are not available for voluntary overtime the Employer may assign up to three Saturdays of overtime per year to each office or shipping and receiving employee, which shall be distributed as equitably as possible consistent with business needs and assigned with 72 hours notice, or less in cases of emergency.

(D) Sunday work shall be at double time.

(E) The work day is defined in paragraph (A) above. Time lost by Editorial department employees due to lateness, medical or personal emergency, etc., shall be treated according to the following schedule:

(1) Time loss of 15 minutes or less shall be made up on the day incurred, at the discretion of the employee.

(2) Time loss exceeding 15 minutes but not more than three hours shall be made up during the next five working days, at the discretion of the employee. Time being made up in any one day shall be limited to one hour.

(3) Time loss equal to or exceeding three hours shall be charged in its entirety against sick leave. If sick leave time for the calendar year has been used up, the employee will be docked for this time loss.

(4) Abuse of these privileges may result in their revocation for the individual concerned, and in the restoration of a docking procedure for all time lost.

Article 11. Wages

(A) The following schedule of minimum weekly wages shall prevail for those employees who are now or hereafter employed:

| <u>Date</u> | <u>Editors</u> | <u>Editors-In- Training* a n d Assistants to Department Directors</u> | <u>Proofreaders</u> | <u>Office and Shipping & Receiving</u> |
|-------------|----------------|---|---------------------|--|
| 11/15/96 | \$461 | \$425 | \$394 | \$367 |
| 11/15/97 | \$483 | \$447 | \$416 | \$389 |
| 11/15/98 | \$508 | \$472 | \$441 | \$414 |

*Editors-in-training are persons promoted from the position of proofreader or hired from any source for the purpose of being trained for the position of editor. Editors-in-training shall receive a ten (10) dollar increase after six (6) months of employment and after one (1) year shall be raised to the minimum rate then in effect for editors. If a general increase falls within six (6) months of an editor-in-training being raised to the editor's minimum rate, the employee shall not be entitled to the general increase.

(B) Wage Increases

(1) First Year Wage Increases

(a) Shipping and Receiving employees who are on the payroll as of October 1, 1996, shall receive a wage increase of twenty-seven dollars (\$27.00) per week. This increase shall become effective as of October 1, 1996.

(b) Office and Editorial employees who are on the payroll as of November 15, 1996, shall receive a wage increase of twenty-seven dollars (\$27.00) per week.

This increase shall become effective as of November 15, 1996.

(2) Second Year Wage Increases

(a) Each Shipping and Receiving employee who is on the payroll as of October 1, 1997, shall receive a wage increase of twenty-two dollars (\$22.00) per week. This increase shall become effective as of October 1, 1997.

(b) Each Office and Editorial employee who is on the payroll as of November 15, 1997, shall receive a wage increase of twenty-two dollars (\$22.00) per week. This increase shall become effective as of November 15, 1997.

(3) Third Year Wage Increases

(a) Each Shipping and Receiving employee who is on the payroll as of October 1, 1998 shall receive a wage increase of twenty-five dollars (\$25.00) per week. This increase shall become effective as of October 1, 1998.

(b) Each Office and Editorial employee who is on the payroll as of November 15, 1998 shall receive a wage increase of twenty-five dollars (\$25.00) per week. This increase shall become effective as of November 15, 1998.

(C) Any employee in the Shipping and Receiving Department who is assigned to perform the duties of a higher rated job shall receive pay for the job while performing the duties of the job.

(D) One-Time Bonuses. Employees attaining their 10-year service anniversary during the life of this agreement shall receive a one-time bonus of two hundred dollars (\$200.00). Employees attaining their 15-year service anniversary during the life of this agreement shall receive a one-time bonus of four hundred dollars (\$400.00).

Article 12. Holidays

(A) (1) The Employer agrees to pay the employees seven (7) hours at the straight time hourly rate for the following holidays:

New Years Day
Martin Luther King's Birthday
Lincoln's Birthday*
Washington's Birthday
Memorial Day
July 4th
Labor Day
Election Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day

(2) The Employer also agrees that each employee shall receive two (2) personal days* with pay for seven (7) hours at the straight time hourly rate. Personal days may be used for religious observance if the employee desires. An employee wishing to take a personal day shall give the Employer at least two weeks written notice prior to the requested personal day, unless compelling circumstances prevent such notification.

(B) No employee shall be required to work on a holiday unless the Union consents. In the event that an employee shall work on a holiday, with the consent of the Union, as hereinabove set forth, he shall receive pay at the rate of double time, in addition to his regular day's pay for the holiday.

* The Employer will be open for business on Lincoln's Birthday. Employees may take that day as a holiday, or work that day and take another day as an additional personal day.

(C) A holiday that falls on a Saturday or Sunday, if not subject to paragraph (H) of this article, shall be celebrated on the date specified therefor by the State. If neither paragraph (H) nor the first sentence of this paragraph applies, the holiday shall be celebrated on the Friday immediately preceding the Saturday or Sunday.

(D) If a holiday falls during an employee's designated period of vacation, the employee shall receive an additional day's vacation.

(E) In order to qualify for holiday pay, an employee must work the scheduled work day before and the scheduled work day after the holiday, unless he or she is excused from work on such day or days.

(F) To be entitled to holiday pay, an employee must be actively employed for ten (10) work days before or ten (10) work days after the holiday.

(G) An employee who requests additional vacation time without pay shall not be entitled to holiday pay unless he or she works at least one day during the week in which the holiday falls.

(H) Where relevant, holidays will be celebrated on those days adopted by the New York City School System.

0.16 Article 13. Vacations

(A) Vacations shall be granted on a calendar year basis. Employees shall be entitled to vacation with pay in advance according to the following schedule:

| <u>Length of Employment</u> | <u>Annual Accrual Rate</u> |
|------------------------------|----------------------------|
| During first and second year | 10 days each year |

| | |
|---|-------------------|
| During third and fourth year | 12 days each year |
| During fifth, sixth, and seventh years | 15 days each year |
| During eighth, ninth, and tenth years | 17 days each year |
| During eleventh through twentieth years | 20 days each year |
| During twenty-first year and thereafter | 25 days each year |

(B) New employees must complete six (6) months of continuous service prior to using vacation credits.

(C) Employees shall be paid for all accrued unused vacation, except that employees who terminate before completing six (6) months of continuous service shall receive no pay for unused vacation.

(D) In the Employer's discretion, employees may be permitted to take vacation for the current year prior to its having been earned.

(E) In those instances where employees qualify for three or more weeks of vacation, only two (2) weeks of said vacation shall be taken consecutively except that where work requirements permit, three or more weeks may be taken at one time, by mutual agreement.

(F) The Employer shall designate the date of vacation for Office and Shipping and Receiving employees and notify the employee no less than (2) weeks in advance of the vacation date for such employee. Where practicable in the Employer's opinion, the Employer shall attempt to accommodate the desires of employees with respect to the selection of such date. It shall not, without the consent of the employee, change the date designated.

(G) Editorial Department employees shall notify the Employer no less than six

(6) weeks in advance of desired vacation dates. Each such request shall be granted, provided the employee's work schedule permits. The Employer shall not, without the consent of the employee, change such date.

(H) Employees on Military Reserve Duty shall not be required to apply their paid vacation time to such unpaid Military Reserve leave.

(I) At the option of the employee, up to three weeks of unused vacation from one year may be carried over to the next year, or the employee may be paid for the unused vacation at the conclusion of the calendar year.

Article 14. Paid Sick Leave

(A) Employees, other than temporary employees, shall be entitled to twelve (12) days sick leave in every calendar year. Absences in excess of twelve (12) days in each year shall not be paid. Any unused sick leave at the end of each calendar year shall be paid to the employee in cash.

(B) If an employee, other than a temporary employee, resigns or is dismissed, sick leave will be deemed to have been accrued one day per month. If an employee has exceeded his allowable sick leave, the excess sick leave paid shall be deducted from any money due him at the time of resignation, or dismissal.

Article 15. Contractual 401(k) Plan and GHI/UAW - TOP Local 2110 Plan

(A) The Employer hereby agrees to continue to pay two percent (2%) of salary to the 401(k) plan for employees with one year of service or more. This percentage shall increase

to four percent (4%) effective January 1, 1997, and five percent (5%) effective January 1, 1999. The Employer contributions will be immediately vested, except that any person convicted of committing felony fraud against the company will lose the Employer contribution. In addition to the Employer contribution, employees may make contributions to the Plan up to the maximum allowable by law.

(B) The Union shall have the right to examine only the payroll records of the Employer pertaining to the Employer's obligation to the contractual 401(k) plan.

(C) The Employer agrees for the duration of this agreement to continue to participate in the "GHI/UAW - Technical, Office & Professional Workers Local 2110 Plan" and to make premium contributions on behalf of employees in accordance with the premium cost schedule necessary to maintain the basic plan which became effective September 1, 1991 (as set forth in the outline attached hereto as Exhibit A which covered the year beginning September 1, 1991 and ending August 31, 1992), except that routine nursery care shall be covered by this Plan and dental benefits shall be provided under the "Spectrum Plus" provisions of the Plan.

(D) The Union will monitor the premiums charged and contributions required to maintain the GHI/UAW - Technical, Office & Professional Workers Local 2110 Plan. The Union agrees to use its best efforts to keep annual individual and family premiums costs charged by the GHI/UAW Technical, Office & Professional Workers, Local 2110 Plan, at reasonable levels relative to those in effect on November 15, 1996, for the life of this Agreement, without reduction in levels of benefits.

(E) The employer agrees that during the term of this Agreement it shall contribute up to a maximum of one thousand dollars (\$1,000) per retiree per year to a medical

benefits plan as established by the Union on September 1, 1991.

Article 15-A. Reimbursement for Eyeglasses/Contact Lenses

The Employer agrees to reimburse employees who have completed at least two (2) years continuous service with Amsco up to one hundred fifty dollars (\$150.00) toward the one-time purchase of eyeglasses or contact lenses during the life of this agreement, upon their presentation of receipted bills therefore.

Article 15-B. Term Life Insurance

The Employer shall obtain term life insurance for each member of the Basic Crew (or, in the case of the Editorial Department, employees who have completed at least one (1) year of continuous service), in the amount of \$10,000, for the duration of this agreement.

Article 16. No Discrimination

Neither the Employer nor the Union shall discriminate with regard to hiring, promotion, job assignment, or other conditions of employment because of race, age, sex, creed, color, national origin, or lawful union activities.

Article 17. Visitation

(A) The Union's representative may visit the firm's premises for the purpose of investigating working conditions or conferring with the Employer or employees, but agrees to inform the Employer in advance of such visits.

(B) Upon arrival at the Employer's premises, the Union representative shall report to the reception area, at which time his or her presence and purpose of his or her visit will be communicated to the office manager.

(C) The Union representative shall, during the course of a visit, so conduct him or herself as not to cause any interference with the operations of the business: for example, by engaging employees or supervisory personnel in conversation for a substantial period during working time.

Article 18. Bulletin Board

The Employer shall provide space for a Bulletin Board in a reasonably accessible place for Union notices.

Article 19. Jury Duty

Union employees who are called for and serve jury duty will be paid their regular salary, provided that such payment shall be made for a period of no more than two (2) weeks (or such shorter period as the employee shall be on jury duty) every second year upon the employee presenting to the Employer written evidence of being called for jury duty. Upon receipt of payment of jury duty pay said money will be turned over to the Employer.

Article 20. Safety and Health

(A) The parties shall establish a joint safety and health committee which shall meet quarterly, except that in cases of emergency, the committee will meet within twenty-four hours (one working day.) Secured first aid stations shall be established in various locations, selected by management, at 315 Hudson Street (office and shipping and receiving). Access to first aid materials shall be available to the supervisor and steward at these locations, and to management officials. The Employer shall designate individuals at 315 Hudson Street to receive training in first aid, if no such trained individuals are presently available. Employees shall be advised of safety regulations by the Employer's safety officer and shall be expected to comply with these rules.

(B) The Employer shall continue to provide denim shop aprons to all shipping employees who request such aprons and also will furnish to shipping employees work gloves and masks as per agreed-upon description in negotiations.

(C) The Employer shall continue to provide a refrigerator and will furnish a microwave oven in the lunchroom for employees' use, provided, however, that the employees establish and continue a committee and provide the Employer with a list of names of persons responsible for maintaining the lunchroom in an orderly and sanitary condition. The lunchroom shall be smoke-free. The Employer will also provide a table and chairs, together with a refrigerator, for the shipping area.

(D) The Employer will repair or replace broken or inoperable fixtures or equipment in the fifth floor restrooms and will improve ventilation in those restrooms.

(E) The Employer will continue to take measures to improve ventilation in the

shipping area, but this will not require the installation of air conditioning.

(F) The Union will cooperate with the Employer in its efforts to maintain the premises and fixtures in a safe and habitable condition.

Article 21. Unpaid Leaves of Absence

(A) Union Leave of Absence:

The Employer will permit a leave of absence, upon three (3) months' notice, for any employee elected or appointed to a full time position on the Union's staff. Such a leave of absence shall continue in effect throughout the period of said employee's term of service (but in no event to exceed three (3) years) without loss of status of employment or seniority.

(B) Family and Medical Leave of Absence

It is the intention of the parties to comply with the provisions of the "Family and Medical Leave Act of 1993" as presently enacted or as may hereafter be amended. To the extent that the language herein may conflict with the Act, the provisions of the Act shall control. Employees not eligible for leave under this subsection may be eligible for leave under subsection (D).

(C) Non-FMLA Medically-Based Leave.

(1) An employee who has completed ninety (90) days of continuous employment and is not eligible for FMLA leave under subsection (B) shall be eligible for unpaid medically-based leave due to extended illness, injury or maternity. An employee shall give prompt written notice of inability to work on account of such condition to the Employer. This notice must include a doctor's certificate stating the nature of the medically-based problem resulting in an

inability to work, the date to which the employee will be able to resume working, and the expected date of the employee's return to work.

(2) Employees will be permitted to use credited vacation time and accumulated sick leave prior to the commencement of a medically-based leave. The medically-based leave will be for a period of up to one month. This leave may be extended on a month-to-month basis for a maximum of six months upon written request by the employee to the Employer and proof of continued medically-based inability to work. If an employee requests an extension of his/her leave, the employee must submit a doctor's certificate of continued medically-based inability to work for each month that the leave is extended. The Employer reserves the right to have the employee examined by a physician of the company's choosing. If a leave is extended beyond the initial month, the employee's seniority and benefits stop accruing at the end of the initial month's leave until his/her return to work. In the event that an employee is granted a medically-based leave, time spent by such employee on such leave shall not be counted or recognized toward the accrual of length of service in determining said employee's status as a member of the basic crew.

(3) The Employer shall not be obligated to make any payment to the "GHI/UAW Technical, Office & Professional Local 2110 Plan" and the contractual 401(K) Plan for any employee on medically-based leave.

(4) As soon as the employee is able to return to work, he/she shall give the Employer at least two (2) weeks notice by mailing to the Office Manager a doctor's certificate stating that the employee is able to return to his or her normal duties.

(5) An employee's failure to notify the company immediately of his/her

ability to return to work, or failure to return to work upon completion of a medically-based leave when called by the Employer, or an employee's continued absence from work in excess of the maximum leave allowed by this contract, will be deemed a voluntary termination of his or her employment.

(6) Any employee is eligible to return to work from a medically-based leave provided:

- (a) There has been no layoff which would have include the employee.
- (b) The employee has not taken other employment during his/her medically-based leave unless approved by the Employer in writing.
- (c) The employee is capable of performing the requirements of the job.
- (d) The employee did not use the medically-based leave for any reason other than that given at the time of his/her request for the leave.

(D) Other Unpaid Leaves of Absence

(1) Any Basic Crew employee may, upon written application and with the consent of the Employer, be granted a leave of absence without pay for a period not to exceed nine (9) months. A further extension of up to three (3) months may be granted at the discretion of the Employer. The Employer's grant of leave must be in writing to be effective. Should it be determined that the employee is using part or all of such leave to engage in gainful employment

for another employer or to try out for another job without the Employer's permission, the employee shall be subject to dismissal.

(2) In the event that an employee is granted an unpaid leave, time spent by such employee on unpaid leave shall not be counted or recognized toward the accrual of length of service or seniority.

(3) The Employer shall not be obligated to make any payment to the "GHI/UAW - Technical, Office & Professional Union, Local 2110 Plan" and the contractual 401(K) Plan, for any employee on unpaid leave.

(4) Return from absence. Any employee is eligible to return to work from an unpaid leave of absence under this subdivision, provided:

- (a) There is no existing layoff which would have included the employee.
- (b) The employee did not use the period of leave of absence for any reason other than that given in the request for the leave.
- (c) The employee is capable of performing the requirements of the job.

(E) The Employer shall reinstate an employee eligible to return from an unpaid leave to his or her previous position or to a position of like status and pay.

(F) The Employer may employ a temporary replacement to fill the position of a person on any leave of absence. A temporary replacement shall not acquire permanent status or seniority with the Employer. Should the temporary employee be offered permanent status, his or her seniority rights shall be determined from the first day of employment.

(G) If any employee exceeds an unpaid leave of absence under subdivisions (A), (B), (C) or (D), without having obtained an extension in writing, such excessive absence shall be deemed a voluntary quit.

Article 22. Written Correspondence

Except as otherwise provided in this Agreement, written correspondence between the parties should be sent Certified Mail/Return Receipt Requested and by facsimile machine.

Article 23. Struck Goods

The Employer will not request any of its employees covered by this Agreement to handle or perform any other service whatsoever on struck goods, products, or material, coming from the premises of an Employer whose employees are on strike where the struck work is transferred to the Employer through an arrangement with the Employer on strike and which but for the strike would be handled or worked on by the employees on strike. The Employer further agrees not to request any of its employees covered by this Agreement to cross a picket line or to perform any work which will aid, cooperate with, or assist any firm whose employees are on strike where the strike has been ratified or approved by the representative of the employees on strike whom the Employer is required to recognize.

Article 24. Mourning Time

All employees shall be allowed three (3) days with pay and two (2) days without pay for the purpose of attending the funeral or performing the religious or traditional observances

on the occasion of the death of a parent, surrogate parent, grandparent, mother-in-law, father-in-law, spouse, child, brother or sister.

Article 25. Adjustment of Disputes

(A) Adjustment of all complaints, disputes, controversies, and grievances of any kind or nature arising between the Employer and the Union concerning the interpretation, operation, application, or performance of the terms of this Agreement, or any complaint, dispute, controversy or grievance involving a claimed breach of any of the terms or conditions of this Agreement, shall be undertaken in accordance with the following procedures, except matters involving payroll errors:

Step One. The matter, which shall be reduced to writing and signed by the Steward or the aggrieved employee, shall first be taken up by the Steward or the aggrieved employee and department head within ten (10) days of the occurrence; the aggrieved employee, if any, has the right to be present. The Employer shall respond within five (5) days.

Step Two. If the grievance is denied at Step 1, or if the Company does not respond within the allotted time, the grievance may be submitted by the Union to Management within five (5) days of the response or expiration of the time therefor; the Employer shall respond within ten (10) days after submission of the grievance by the Union.

Step Three. If the grievance is denied at Step 2, or if the Company does not respond within the allotted time, the grievance may be submitted to arbitration with the American Arbitration Association within thirty-five (35) days of the occurrence.

Either party may request an extension of time to comply with the time limitations

above. Such request shall not be unreasonably denied.

The above procedure is designed to facilitate orderly handling of grievances; therefore, failure to follow these steps shall be grounds for denying the right to arbitrate.

(B) The party initiating the disputed matter may ask the American Arbitration Association to appoint an Arbitrator agreeable to both parties, and such Arbitrator shall be the Arbitrator in the matter involved, and the arbitration shall proceed in accordance with the rules of that agency. The decision of the Arbitrator shall be final and binding upon both parties and shall be fully enforceable. It is understood that the Arbitrator shall not have the power to amend, modify, alter or subtract from this Agreement or any provision thereof.

(C) It is agreed that time is of the essence in any arbitration, and both parties will exert their best efforts to obtain a speedy decision.

(D) The cost of the arbitration shall be shared equally by both parties.

Article 26. The Union As Party At Interest

The Union shall require its members to comply with the terms of this Agreement. The parties agree that the maintenance of a peaceable and constructive relationship between them and between the Employer and the employees requires the establishment and cooperative use of the machinery provided for in this contract for the discussion and determination of grievances and disputes, and that it would detract from this relationship if individual employees or groups of employees would, either as such individuals or groups, seek to interpret or enforce the contract on their own initiative or responsibility. No individual worker may initiate any arbitration proceeding or move to confirm or vacate an award.

Article 27. Savings Clause

If any of the provisions of this Agreement are adjudicated to be illegal, unlawful, or in violation of any existing law, no other portion, provision or Article of this Agreement shall be invalidated nor shall such adjudication relieve either of the parties hereto of their rights and liabilities hereunder or limit the rights or liabilities of either of the parties hereto, except insofar as the same is made unlawful, illegal or in violation of the law. In such event, the parties will confer in an effort to agree upon suitable substitution therefor. If the parties are unable to agree upon a suitable substitute for any provision adjudicated to be illegal, unlawful or in violation of any existing law, then upon mutual consent they may submit the matter to non-binding, impartial mediation. In the event the parties are still unable to agree upon a substitute, the parties will jointly request the mediator to recommend a substitute provision which, however, shall not be binding on the parties. In no event shall the drafting or content of any proposed substitute provision be subject to the arbitration provisions of this Agreement.

Article 28. Successors and Assigns

This contract shall be binding upon the successors and assignees of the Employer. In the event that the Employer should sell, assign, transfer, or otherwise dispose of this business, he agrees to notify the Union of his intention to do so at least thirty (30) days prior to the said transfer or assignment, and he further agrees not to sell, assign or transfer such business unless and until the purchaser, assignee or transferee should first have accepted and assumed in writing all of the terms and provisions of this Agreement and shall have agreed to continue in full force and effect all existing rights and interests of the employees.

Article 29. Related Employers

This contract shall, with respect to the work or jobs now or hereafter covered hereunder, be binding on the Employer and any Principal of the Employer and shall so continue, jointly or severally, to be binding, notwithstanding any modification, reorganization, merger, liquidation, insolvency proceeding or bulk sale of the Employer or the withdrawal of any Principal to continue business in the covered industry as Principal with a substantial interest or salary. "Principal" means any officer or director or a substantial stockholder of a corporate Employer or a partner of a partnership Employer, or a sole proprietorship.

The purpose of this provision is to afford the Union recourse in the event of a Principal's withdrawal from AMSCO in order to create or direct an enterprise where the primary effect thereof is the elimination of the work or jobs presently performed by unit employees at AMSCO. It is not intended to restrict the professional or business opportunities of a Principal within the covered industry.

Article 30. No Strike, No Lockout

The Union agrees not to call or ratify a strike or work stoppage by union members during the life of this Agreement, except as provided in Article 15(E) after due notice as provided therein. The Employer shall not cause a lockout during the term of this Agreement.

In the event of an unauthorized strike or work stoppage, the Union agrees within 48 hours of receipt of written notice thereof, addressed to Technical, Office & Professional Union, Local 2110, 113 University Place, New York, NY 10003-3004, to endeavor in good faith to have

the members return to their work. Written confirmation of delivery of such notice by telegram shall be conclusive of receipt thereof.

Any claim or suit for damages resulting from the Union's violation of this Article shall not be subject to Article 25 of this Agreement.

Article 31. Promotions to Exempt Positions

In the event that an employee now covered by this Agreement is promoted to an exempt position, the Employer agrees to the following:

(A) The Employer will continue payments through the termination date of this agreement to the contractual 401(k) Plan and to the GHI/UAW - Technical Office & Professional Union, Local 2110 Plan ("Local 2110 Plan") authorized by this Agreement, on behalf of such promoted employee for a period of six (6) months. After said six (6) month period, the Employer's liability for payments to the contractual 401(k) Plan and to the Local 2110 Plan, respectively, shall cease and the promoted employee shall then be covered under the Employer's Health Plan and its retirement plans. However, there shall be no loss of pension benefits to the promoted employee.

(B) For the sole purpose of continuing payments to the contractual 401(k) Plan and said Local 2110 Plan, the Employer will not require the resignation from Union membership as a condition of such promotion, but nothing herein contained shall be deemed to affect the exempt status of such promoted employee or the undivided loyalty owed the Employer by the promoted employee.

(C) Any person so promoted by the Employer shall retain seniority in his

previous position for twelve (12) months. At the end of the 12-month period, the promoted person shall lose seniority rights and resign from the Union, and all payments to the contractual 401(k) Plan and said Local 2110 Plan on behalf of such person, shall cease.

Article 32. Functions and Responsibilities of Management

The management of the Company and the direction of the working forces, including the right to hire, fire, lay off, supervise and train employees, the right to plan, direct, and control Company operations and to maintain and establish rules of operation and working practices not inconsistent with the provisions of the Agreement shall be vested exclusively in the Employer.

Article 33. Principles of Management and Cooperation

The parties agree that the efficient and disciplined operation of the Employer's business is essential to Amsco's continued existence and success. The Union, therefore, recognizes the Employer's need to exercise appropriate managerial and supervisory authority to ensure productivity and good order. The parties are committed to a mutually advantageous workplace environment for the entire workplace community, including customers and fellow employees, and to resolve any disputes or disagreements concerning the same in as expeditious a manner as possible using the machinery provided in this Agreement.

This provision shall not be applied in a manner inconsistent with the other provisions of this Agreement.

Article 34. Attendance at Union Meetings

(A) Each bargaining unit employee shall be allowed time off from work commencing at 3:00 P.M. no more than once each month and no more than six times each contract year, for the purpose of attending stewards, shop, local or other Union meetings, for the purpose of discussion and/or resolution of grievances and disputes arising under this contract, it being the belief of the parties hereto that the prompt resolution of such matters is a substantial benefit to the Employer.

Union Stewards and Union Local Officers will be allowed two (2) hours off once a month for three (3) additional meetings during any contract year.

(B) Due consideration of the Employer's work requirements shall be taken by the Union and not less than five (5) workdays' notice shall be given to the Employer by the Union of the scheduling of a meeting under this Article, except in unusual circumstances.

(C) No deduction in wages or salary or other benefits shall be made on account of such attendance by employees covered hereunder so long as attendance at such meeting or meetings is verified by the Union.

(D) The employees and the Union agree that on those days when union meetings are scheduled, pursuant to this Article, the lunch break shall be only one-half hour and there shall be no afternoon coffee break.

Article 35. Credit Union

(A) Upon written notice from the 65 Family Federal Credit Union the Employer will deduct all Credit Union payments as provided for in the authorization form set forth below, upon condition that at the time of such notice, the 65 Family Federal Credit Union shall furnish

the employer with a written authorization executed by the worker in the following form:

I hereby authorize and direct my employer to make deductions from my salary each pay period and transmit twice monthly such amount to the 65 Family Federal Credit Union, 113 University Place, 5th Floor, New York, New York 10003 to be credited towards my Credit Union Account. This authorization shall be effective until revoked thirty (30) days written notice to the employer.

(B) The Employer agrees that upon individual authorization from members, periodic credit union payments shall be deducted by the Employer from members' pay each pay period and forwarded to the Credit Union twice monthly.

(C) The Employer will notify the Union promptly of any revocation of such authorization received by it.

(D) The Union shall save and hold the Employer harmless from all liability in connection with this Article.

(E) Upon receipt of the revocation provided in the authorization, the Employer shall stop deducting Credit Union payments.

Article 36. Modifications

It is specifically understood that this Agreement may not be modified without the joint consent of the Union and the Employer in writing. However, in the event the City of New York or other customer of comparable financial significance to AMSCO defaults in its obligations to AMSCO SCHOOL PUBLICATIONS, INC., the Employer may reopen this Agreement to renegotiate terms and conditions of employment.

Article 37. Notice

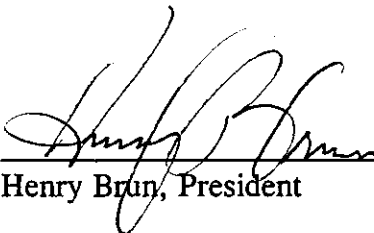
Any notice provided for in this Agreement shall be addressed to the Union at its headquarters, 113 University Place, New York, New York 10003-3004, and to the Employer at 315 Hudson Street, New York, New York, 10013, Attention: Henry Brun, President with a copy ("cc") to Laurence Beller, Treasurer and Executive Vice President.

Article 38. Duration

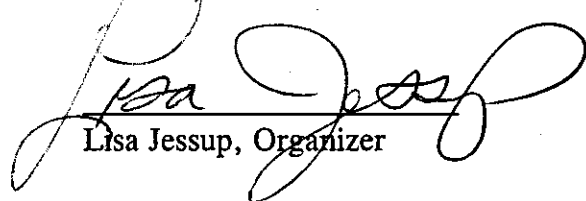
This Agreement shall go into effect as of November 15, 1996, immediately upon receipt of notification in writing by the Employer from the Union to the effect that this Agreement has been duly ratified; and shall continue in full force and effect through and including November 14, 1999, and it shall automatically be renewed year to year thereafter, unless notification be given in writing by either party to the other, by Certified Mail/Return Receipt Requested, at least sixty (60) days prior to the expiration of this Agreement, that changes in the Agreement are desired.

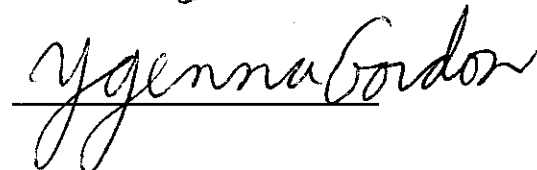
The foregoing is agreed to this _____ day of July _____, 1997.

AMSCO SCHOOL PUBLICATIONS, INC.


Henry Brun, President

TECHNICAL, OFFICE AND
PROFESSIONAL UNION, LOCAL 2110,
U.A.W., AFL-CIO


Lisa Jessup, Organizer


Yvonna Gordon

Pauline Watson

W. J. R.

Celine Evans

Annette Brown

Donnell Wason

Frank Cordovasi

Members of the Negotiating Committee

JACKSON LEWIS SCHNITZLER & KRUPMAN

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MORRISTOWN, NJ

REPRESENTING MANAGEMENT EXCLUSIVELY IN LABOR,
EMPLOYMENT & BENEFITS LAW AND RELATED LITIGATION

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SEATTLE, WA
STAMFORD, CT
WASHINGTON, DC
WHITE PLAINS, NY

October 27, 1999

VIA FEDERAL EXPRESS

June Benjamin, Recording Secretary
Technical Office and Professional Union,
2110 UAW, AFL-CIO
113 University Place
New York, NY 10003

Re: Local 2110-Amsco School Publications
1996-1999 CBA

Dear Ms. Benjamin:

Enclosed please find duplicate original Collective Bargaining Agreements (CBAs) between Local 2110 and Amsco Publications effective November 15, 1996 through November 14, 1999.

Pursuant to our discussions during the first negotiating session for a new contract, please have the CBAs executed by Ms. Maida Rosenstein, as President of the Union, and, to the extent possible, by the members of the bargaining committee for the 1996-1999 CBA. Both signed originals should be brought to the next negotiating session, scheduled for November 1, 1999, at which time Mr. Henry Brun will sign on behalf of Amsco.

We look forward to working with you during these negotiations for a new contract. Thank you for your cooperation.

Very truly yours,

JACKSON, LEWIS, SCHNITZLER & KRUPMAN


Bonnie L. S. Parente

BLSP/ts

cc: Henry Brun (Personal & Confidential)
Roger S. Kaplan, Esq.