



Representing Management Exclusively in Workplace Law and Related Litigation

Jackson Lewis LLP
66 South Service Road
Suite 410
Melville, New York 11747
Tel 631 247-0404
Fax 631 247-0417
www.jacksonlewis.com

ATLANTA, GA
BOSTON, MA
CHICAGO, IL
CLEVELAND, OH
DALLAS, TX
GREENVILLE, SC
HARTFORD, CT
LONG ISLAND, NY

LOS ANGELES, CA
MIAMI, FL
MINNEAPOLIS, MN
MORRISTOWN, NJ
NEW YORK, NY
ORLANDO, FL
PITTSBURGH, PA

RALEIGH-DURHAM, NC
SACRAMENTO, CA
SAN FRANCISCO, CA
SEATTLE, WA
STAMFORD, CT
WASHINGTON, DC REGION
WHITE PLAINS, NY

August 11, 2006

Ms. Maida Rosenstein
President
Technical, Office and Professional Union, Local 2110
UAW, AFL-CIO
113 University Place, 5th Floor
New York, New York 10003-4527

Re: Amsco School Publications, Inc.

Dear Ms. Rosenstein:

This will confirm the understanding reached between Amsco School Publications, Inc. and Technical Office and Professional Union Local 2110, UAW, AFL-CIO, as follows: Within thirty (30) days following the execution and ratification of the parties' 2005-2008 Memorandum of Agreement, (a) employee Luz Colon will receive a one-time only lump sum payment of one thousand dollars (\$1000.00), and (b) employees Basil Drummond, Jose Perez, Lorna Carpenter, Von Hunt, Alberto Morales, Clemente Andrade, Sinclair Davis, David Fernandez, Cindy Rosmus and Pauline Watson each shall receive one-time only seniority increases to their annualized gross pay at the rate of one thousand five hundred dollars (\$1,500). In addition, employee Luz Colon shall receive a one-time only seniority increase to her annualized gross pay at the rate of five hundred dollars (\$500), effective April 1, 2008. It is expressly understood and agreed (in the case of the Union, for itself and the employees it represents) that these named employees are the only employees allegedly entitled to seniority compensation under any prior agreement between the parties who have not previously received such appropriate compensation, and that no other employee allegedly is entitled to any seniority compensation under any prior agreement between the parties.

In consideration of these increases, the Union for itself and the employees it represents, withdraws, with prejudice, any complaint, claim, dispute, grievance or other contention, and agrees not to make or file any further complaint, claim, dispute, grievance or other contention, over Amsco's asserted failure to make seniority payments or seniority increases to base pay on behalf of any unit employees under the parties' prior agreements. It is expressly understood and stipulated that this agreement and any actions taken pursuant to it by Amsco shall not constitute an admission by Amsco of a violation of any agreement or understanding

between the parties, or of any other breach of contract, wrongdoing or violation of law. It is further understood and agreed that such agreement and actions by Amsco or the Union shall not constitute any precedent under the parties' collective bargaining agreements or relationship, or other past practice, and shall not be relied upon by the Union in any proceeding involving Amsco without Amsco's consent, as it reflects the singular resolution of a unique and non-recurrent issue intended only to foster amicable relations between the parties.

Please signify your agreement to the foregoing by signing and dating this letter in the spaces provided below, and return the original to me. A copy is enclosed for your files.

Thank you for your cooperation.

Very truly yours,


JACKSON LEWIS LLP



Roger S. Kaplan

RSK/eba

The foregoing is agreed to:

By: 
Maida Rosenstein, President
T.O.P. Union, Local 2110,
UAW, AFL-CIO

Date: 8/28/06

MEMORANDUM OF AGREEMENT

IT IS HEREBY STIPULATED AND AGREED, by and between Amsco School Publications, Inc. ("the Employer") and Technical, Office and Professional Union, Local 2110, UAW, AFL-CIO ("the Union") that the parties' 2002-2005 collective bargaining agreement hereby is continued in full force and effect through December 31, 2008, except as further modified below.

Article 5 ("Basic Crew")

The third sentence of Article 5 of the current contract is modified and a new fourth sentence shall be inserted immediately thereafter as follows:

If any basic crewmember with ten (10) years or more seniority is to be laid off, the Employer may effect such layoff upon one (1) month notification to the union and the employee(s) involved (unless compelling circumstances prevent such notification). Any severance pay to which the employee(s) may be entitled under Article 9 shall be calculated in accordance with the terms of that Article.

Article 9 ("Severance Pay")

Article 9 of the parties collective bargaining agreement is amended to provide:

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 the permanent layoff of any employee who has been actively employed for at least one (1) year shall be as follows: one (1) week for each full year of employment or partial year to a maximum of eight (8) weeks. Thereafter, employees shall receive nine (9) weeks of pay after ten (10) years of continuous employment, ten weeks of pay after fifteen (15) years of continuous employment, fifteen (15) weeks of pay after twenty

(20) or more years of continuous employment, and twenty (20) weeks of pay after thirty (30) or more years of continuous employment. Severance pay will be calculated from the last day of employment.

Article 11 ("Wages")

Minimum wages referred to in paragraph (A) shall be increased by the same amounts and at the same times as the wage increases provided in paragraph (B).

Paragraph (B) is amended by providing for: first year (2005-2006) wage increases of thirty dollars (\$30.00) per week; second year (2006-2007) wage increases of thirty-three dollars (\$33.00) per week; and third year (2007-December 31, 2008) wage increases of thirty-six (\$36.00) per week, including retroactivity of the first year (2005-2006) increase to (a) October 1 2005, and (b) November 15, 2005, for (a) shipping and receiving, and (b) all other bargaining unit employees (office and editorial), respectively.

Shipping and Receiving employees' wage increases will be effective as of October 1, 2005, October 1, 2006, and October 1, 2007 respectively. Office and Editorial employees' wage increases will be effective as of November 15, 2005, November 15, 2006 and November 15, 2007, respectively.

Paragraph (D) is amended to read:

During the term of this Agreement, beginning with the pay period immediately following the employee's anniversary:

(1) an employee who has reached twenty (20) years of continuous service with the Employer, who has not previously received seniority compensation for that length of service,

shall receive a one-time only increase of one thousand five hundred dollars (\$1,500) to his/her annualized gross pay. The only employees who may become eligible for such increase during the term of this Agreement are identified in Appendix A, annexed hereto;

(2) an employee who has reached ten (10) years of continuous service, who has not previously received seniority compensation for that length of service, shall receive a one-time only lump sum payment of one thousand dollars (\$1,000). The only employees who may become eligible for such increase during the term of this Agreement are identified in Appendix B, annexed hereto; and

(3) an employee who has reached seven (7) years of continuous service, who has not previously received seniority compensation for that length of service, shall receive a one-time only increase of five hundred dollars (\$500) to his/her annualized gross pay. The only employee who may become eligible for such increase is identified in Appendix C, annexed hereto.

It is expressly agreed, however, that upon the expiration of the parties' collective bargaining agreement on December 31, 2008, clause (3) of this paragraph shall expire and be expunged from this Memorandum of Agreement and from the parties' collective bargaining agreement, and shall not be deemed a prior term or condition of employment for any purpose.

Article 38 ("Duration")

The dates "November 15, 2002" and November 14, 2005" in Article 38 pursuant to the parties' Memorandum of Agreement dated March 12, 2003 are changed to "November 15, 2005" and "December 31, 2008," respectively.

APPENDIX "A"

There are no employees who may reach twenty (20) years of continuous service with the Employer during the term of this Agreement and become eligible for a one-time only increase of one thousand five hundred dollars (\$1,500) to their annualized gross pay

Handwritten signature

APPENDIX "B"

The only employees who may reach ten (10) years of continuous service with the Employer during the term of this Agreement and become eligible for a one-time only lump sum payment of one thousand dollars (\$1,000) are:

<u>NAME</u>	<u>TENTH ANNIVERSARY DATE</u>
Salvador Marte	4/14/2006
Marie Madeline Saphire	4/14/2006
Wigberto Rivera	4/14/2006
Pratt Menon	2/28/2007
Viki Williams	3/10/2007
Wilfredo Morales	6/10/2007
Douglas Hannibal	4/6/2008

APPENDIX "C"

The only employee who may reach seven (7) years of continuous service with the Employer during the term of this Agreement and become eligible for a one-time only increase of five hundred dollars (\$500) to her annualized gross pay is:

NAME

SEVENTH ANNIVERSARY DATE

Carolyn Reid

10/13/2007

Handwritten initials

SUPPLEMENTAL STIPULATION

IT IS HEREBY STIPULATED AND AGREED, by and between Amsco School Publications, Inc., ("Amsco"), and Technical Office and Professional Union, Local 2110, UAW, AFL-CIO ("the Union"), as follows:

1. Amsco shall close its shipping department at 315 Hudson Street, New York City. The Union, on behalf of itself and its members, will file no action or proceeding of any kind seeking to prevent such closing or asserting a breach of any agreement or violation of law in connection with such closing.

2. Amsco will offer shipping department employees actively on the payroll on the date the shipping department closes the opportunity to transfer to a position in the office, in such capacity as Amsco may determine. Employees who transfer to a position in the office will retain the same rate of pay and seniority as they enjoyed on the date of the closing of the shipping department. Amsco will make a good faith effort to retrain those employees who transfer to an office position.

3. Shipping department employees who transfer to the office and remain employed by Amsco shall receive contractual wage increases in accordance with the former shipping department schedule for increases specified in the parties' 2005-2008 Memorandum of Agreement; thereafter, any increases that may be negotiated by the parties shall be paid in accordance with the office schedule.

4. Shipping department employees actively on the payroll on the date of the closing of the shipping department shall be laid off, unless they transfer to the office. Such election shall be made within two weeks of the closing of the shipping department.

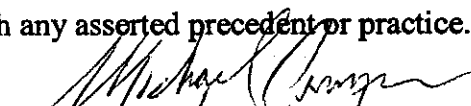
5. Employees who are laid off shall receive severance pay calculated in accordance with Article 9 of the parties' collective bargaining agreement, as amended by the 2005-2008 Memorandum of Agreement. These employees will continue to be covered by Amsco-paid group health insurance through September 30, 2006 and be eligible to elect COBRA coverage beginning October 1, 2006, upon submission of the appropriate forms and payment of applicable health insurance premiums. These employees will be required to execute an agreement and general release in a form annexed hereto as Exhibit A as a condition of receiving such severance, since these payments are not authorized under the parties' collective bargaining agreement as amended.


6. Shipping department employees who are laid off and receive severance pay under this Supplemental Agreement will not be eligible for recall. Amsco will not actively oppose any claims for unemployment insurance that may be filed by these employees, and will respond that they were laid off, but nothing herein shall be construed to prevent Amsco from answering truthfully any oral or written questions presented to it by state unemployment insurance division officials relating to such claims or to the employee's employment or separation from employment with Amsco.

7. This Supplemental Agreement is entered into in recognition of the unique circumstances presented by the closing of the shipping department, is not intended to establish a precedent or practice under the parties' collective bargaining relationship or contract, and shall not be introduced in any action or proceeding to establish any asserted precedent or practice.

Dated: 12/20/06

Dated: 12/21/06


TOP LOCAL 2110, UAW AFL-CIO


AMSCO SCHOOL PUBLICATIONS, INC.