

COMMUNICATIONS WORKERS OF AMERICA

AND

THRYV, INC.

August 9, 2019

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**ARTICLE 1
Agreement**

- 1.1 This Agreement is made as of August 9, 2019 by and between the Communications Workers of America (District 3), hereinafter referred to as the "Union" and Thryv, Inc. hereinafter referred to as the "Company."

**ARTICLE 2
Non-Discrimination**

- 2.1 The parties affirm their intention that the provisions of this Agreement will be applied without discrimination because of race, color, age, religion, national origin, sex, sexual orientation, mental or physical handicap or veteran status of the employee, or because of activities protected under the National Labor Relations Act. Notwithstanding other provisions of this Agreement, it is not the intention of the parties to restrict employees' rights to pursue claims under discrimination statutes including sexual harassment claims.

**ARTICLE 3
Federal and State Laws**

- 3.1 Should any valid Federal or State Law, or the final decision or order of any Court or national or state regulatory body of competent jurisdiction specifically affect any provisions of this Agreement, the provision or provisions so affected will be construed as having been changed to conform to the law or decision, and the other provisions of this Agreement will continue in full force.

**ARTICLE 4
Union Recognition**

- 4.1 The parties agree that the Company hereby continues its recognition of the Union, for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, as the exclusive bargaining representative of all employees of the Company except for supervisors and professional employees as defined in the National Labor Relations Act as amended, and employees regularly performing confidential labor relations duties. The jobs presently within these non-represented categories are listed below.

- 4.1.1 The Company and the Union mutually agree that the bargaining unit employees shall be those with the job titles listed as follows:

- | | |
|-------------------------------------|-----------------------------------|
| • Business Advisor - Premise | • Special Clerk-Market Assignment |
| • Senior Business Advisor - Premise | • Sales Team Support Clerk |
| • New Business Advisor - Premise | • Special Clerk-Directory |

- 4.2 As a result of collective bargaining, the parties hereby covenant and agree that the following provisions will remain unchanged and govern their relationship for the duration of this labor agreement.

**ARTICLE 5
Management Rights**

- 5.1 The Union recognizes the Company's traditional right to manage its business and to establish and require standards of performance, except as specifically limited by this Agreement. Nonetheless, if the Company plans to make any change in the way it manages its business which significantly affects a term(s) and/or condition(s) of employment which is bargainable under the NLRA, and which term(s) and/or condition(s) of employment (or changes thereto) are not otherwise dealt with

in this Agreement, the Company will notify the Union in advance of making the change, and provide an opportunity for the Union to meet and negotiate over the change for thirty days prior to the Company's implementation of the change. It is not the intent of the Company to impose financial obligations on employees which will more than minimally reduce the value of their compensation packages (e.g., requiring an employee to expend personal resources on specialized training or designer blazers).

- 5.2 Nothing in this provision is intended to prevent the Company from making a change after negotiation in such situations as described above in paragraph 5.1 and the Union may not take any action forbidden by Article 6.4 or seek to grieve or arbitrate over the change. Notwithstanding the foregoing, the Union may grieve and arbitrate whether any financial obligation imposed on employees by a unilaterally imposed change more than minimally reduces the value of their compensation packages. The Union may also grieve and arbitrate the question of whether the Company provided the Union with the required notice and opportunity to bargain. If the Union arbitrates the issue of inadequate notice and/or inadequate opportunity to bargain and the grievance is sustained, the arbitrator may award a remedy which is appropriate under all the circumstances.

ARTICLE 6

Mutual Responsibilities

- 6.1 The Company and the Union recognize that it is in the best interest of both parties, the employees and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the Company and the Union and their respective representatives at all levels will apply the terms of this Agreement fairly and in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees covered by this Agreement.
- 6.2 Collective Bargaining shall be conducted by the duly authorized bargaining representatives of the Company and the Union.
- 6.2.1 The Company and the Union will be represented by a maximum of five (5) representatives each during bargaining sessions unless mutually agreed otherwise.
- 6.2.2 Collective bargaining shall be conducted at mutually acceptable times and locations.
- 6.2.3 It is the intention of the parties to conduct their negotiations in such a manner as to reach a new agreement on or before the expiration date of this Agreement.
- 6.3 During the term of this Agreement the Company will not conduct any lockout of the Union or any employees subject to this Agreement.
- 6.4 During the term of this Agreement, the Union, its members, agents or representatives, and the employees covered by this Agreement, shall not authorize or engage in any strike, walkout, slowdown, sit-down, or refusal to work. Without limiting any other remedy the Company might have, if any of the above, or any other real interference with work occurs, the Union will make its best effort to end such action as quickly as possible. Except as modified by this provision, it is understood that this provision does not limit the Union, its members, agents, and employees covered by this Agreement from exercising all rights granted them by the National Labor Relations Act.

Without limiting the foregoing, in the event of a dispute (including a bargaining dispute) between the Company and the Union with respect to the Bargaining Unit identified in Article 4, there shall be no actions of the type described above taken against any other CWA-represented Company business unit, provided that employees and/or managers of such other business unit are not performing struck work of this Bargaining Unit.

ARTICLE 7
Definitions

- 7.1 **Regular Employee** – shall mean an employee, who is hired for continuous employment, accumulates service and is entitled to all the benefits and coverages granted in this Agreement.
- 7.2 **Regular Full-time Employee** – shall mean an employee who is normally assigned a work schedule of forty (40) hours per week.
- 7.3 **Regular Part-time Employee** – shall mean an employee whose normal assignment of work is less than a normal workweek.
- 7.4 **Employee** – shall mean a person who is in the bargaining unit and who performs work for the Company for which they are paid a stated compensation reported on a W-2 form.
- 7.5 **Temporary Employee** – shall mean an employee hired for a specific project or a period of time, with the definite understanding that their employment is to terminate upon the completion of the project or at the end of the period, and whose employment is expected to continue for not more than twelve (12) months. A temporary employee is not entitled to the benefits and coverages granted in this Agreement unless such entitlement is expressly stated as applicable to temporary employees.
- 7.6 **Occasional Employee** – shall mean an employee who is engaged on a daily basis for a period of not more than three (3) months, in any calendar year, regardless of the length of the daily or weekly assignments. Such individuals are to be treated as employees only on the specific day(s) for which work assignments are scheduled. An occasional employee is not entitled to the benefits and coverages granted in this Agreement unless such entitlement is expressly stated as applicable to occasional employees.
- 7.7 **Seniority** – Seniority for bargaining unit positions shall be based on net credited service.
- 7.8 **Net Credited Service** – shall mean "net credited service" as defined in the applicable Pension Plan for Collectively Bargained Employees.
- 7.9 **Business Requirements** – shall mean the requirements, as determined by the Company to accomplish its business.
- 7.10 **Shift** – normally shall mean an eight (8)-hour work period.
- 7.11 **Normal Workweek** – The normal workweek for regular full-time employees will be forty (40) hours.
- 7.12 **Union Representative** – shall mean a person duly designated as such in writing by the Union to the Company's Human Resources/Labor Relations designee.

ARTICLE 8
Common Interest Forum

- 8.1 The Company and the Union share a mutual commitment to the achievement of strategic and revenue growth objectives consistent with the Company's Strategic Plan and the interests of the employees.

A Common Interest Forum will be established for the following purposes:

Providing a framework for early communication and discussion between the parties on business developments of mutual interest and concern to the parties and their constituencies;

Providing a forum for feedback on existing sales policy and to promote an understanding of sales policies and their application;

Discussing and reviewing innovative approaches to enhance the competitiveness of the Company and thereby improving employment opportunities;

Discussing problems and concerns associated with health and safety, the needs of work and family life, and training and educational opportunities;

Improving understanding and relationships between the parties and avoiding unnecessary disputes by cooperatively addressing significant changes and developments in the Union or Company environment.

Discussing health care cost containment initiatives (e.g. benefit enrollment roll-outs, wellness programs) that can benefit the Company and the employee by providing quality care and reasonable access while containing costs. This meeting will be held after benefit vendor selection but prior to benefit enrollment.

Equal numbers of key Management and Union persons shall constitute the forum. Meetings will be convened by the parties at mutually agreeable places and times. Otherwise, the members of the forum shall determine its composition, structure, agendas, and operation.

The forum shall meet from time to time as mutually agreed.

It is the intent that such forum supports, but does not replace, the collective bargaining process and the established contractual conflict resolution procedures.

8.2 One Union representative (who is also an active employee of the Company) may be excused from work with pay, based on the needs of the business, to attend a Common Interest Forum or other such joint conferences initiated by management and mutually agreed to in advance as such.

8.2.1 Pay treatment will be in the same manner as other absences that are excused with pay, e.g., a vacation day, for a maximum of eight (8) hours per session.

8.2.2 If more than one Union representative is excused from work for participation, such representative shall be unpaid unless the AVP-Labor Relations.

ARTICLE 9

Compensation and Job Classifications

Sales Compensation

9.1 The Company's Sales Compensation Plan, which includes Base Pay Ranges, will apply to sales representatives in each job title. The Sales Compensation Plan will be implemented in conjunction with the Company's sales policies as adjusted periodically. Base pay administration will be in accordance with the Company's Merit Pay Plan.

9.2 In connection with the Sales Compensation Plan, or any other plan implemented under 9.3 hereof, Management, in its sole judgment, will establish the objectives and commission rates for every sales representative, taking into account such factors as growth objectives, market conditions, product factors, job title and account assignment.

9.3 After one (1) year from implementation of the Sales Compensation Plan, the Company reserves the right to change the sales compensation plan design. The Company will provide notice to the Union with respect to any significant changes and an opportunity to bargain for up to thirty (30)

days prior to any significant changes taking effect. It is not the intent of the Company to diminish earnings potential with any future changes to plan design, but rather to invest sales compensation dollars wisely to ensure the Company's revenue and strategic goals are met in an increasingly competitive environment.

9.4 If, between six and nine months after the unilateral implementation of any significant change in the plan design (that is, after a reasonable stabilizing period), the Union identifies that the change has resulted in a significant diminution of earnings potential, as defined below, then the Company shall pay a remedy as described below. There shall be no other remedy.

9.4.1 A significant diminution in earnings potential is defined as a five percent (5.0%) or more difference in average earnings (base pay plus incentive) for a sales job title across this CWA Bargaining Unit utilizing the Sales Compensation Plan for which the change has been made, from what would have been earned had the change not been made. To determine the percent change, average earnings for the most recent two (2) full plan quarters for the sales job title(s) and bargaining unit(s) affected by the change in plan design will be compared to average earnings which have been earned by the same population calculated utilizing the plan design prior to the change. For purposes of these calculations, only employees with six months or more in the sales job title at the beginning of the measurement period will be included. The parties acknowledge that comparisons of plans with different components may produce distortions which do not reflect changes in earnings potential. Adjustments will be made to any calculation to avoid any such distortions.

9.4.2 If the calculation of the difference defined in 9.4.1 shows a decrease in average earnings of more than five percent (5.0%), then the Company will pay a total remedy, based on a maximum remedy of \$500,000, to be distributed based on performance among the employees affected by the decrease and who are then on the payroll. The amount and distribution of the total remedy will be determined as follows:

1. The number of employees in the sales job title(s) and bargaining unit(s), where the change resulting in a significant decrease has been implemented, divided by the total number of sales representatives in this CWA Bargaining Unit utilizing the Sales Compensation Plan equals the percentage of affected employees. The number of employees/sales representatives will be determined as of the last day of the comparison period.
2. The percentage of affected employees multiplied by the maximum remedy of \$500,000 equals the total remedy.
3. The total remedy will be distributed based on performance as follows:
 - a. Determine overall performance based on percent to goal during the measurement period for each individual in the affected job title(s) and then multiply each individual's percent to goal by 100.
 - b. Add all points.
 - c. Divide the total remedy dollars by the point total.
 - d. Multiply each individual's point score by the dollars per point.

9.4.3 In the event of a significant diminishment in earnings potential as defined in 9.4.1 above, the parties will negotiate over a further change. If no agreement is reached within thirty (30) days, the Company may implement a plan design it believes will not result in a significant diminishment of earnings potential. Once the plan is implemented then all the provisions of 9.4 will apply except that:

1. If the Union alleges that the implemented plan has resulted in a substantial diminishment in earnings potential, the calculations identified in 9.4.1 will apply utilizing the most recent plan design that did not cause a payment of remedy under 9.4.2 to compare earnings against the implemented plan.
2. The new total remedy to be divided will be the total remedy as determined in 9.4.2 (2) up to \$500,000 plus the total actual earnings diminishment in excess of 5.0% for each group determined to have a significant diminishment under 9.4.1.

9.5 The Company's Sales Compensation Plan design has used the concept of Total Targeted Compensation. For the purpose of this Agreement, Total Targeted Compensation is the sum of annual base pay plus annual incentive pay for performance levels at 100 percent of the assigned objectives. Total Targeted Compensation at the midpoint of the Base Pay Range for each position is listed in the table below:

**SALES COMPENSATION PLAN
For Sales Offices in Southeast
Total Targeted Compensation**

Outside Sales Pay Areas

- The business advisor basic annual salaries shall be set by pay areas that are aligned with each individual's specific designated location:

Pay Area 4	Pay Area 3	Pay Area 2	Pay Area 1	
Miami	Atlanta	Charlotte	Asheville	Jacksonville
	Ft. Lauderdale	Orlando	Augusta	Macon
		Raleigh	Columbia	Melbourne
		Tampa	Columbus	Pensacola
		Wilmington	Greensboro	W. Palm Beach
		Savannah	Greenville	
			Panama City	

- Base Pay Ranges for each premise business advisor position is listed in the table below:

Outside Sales Base Salaries

Pay Area	Business Advisor & New Business Advisor			Sr. Business Advisor		
	Min.	Mid	Max	Min	Mid	Max
1	\$28,800	\$36,000	\$43,200	\$50,400	\$63,000	\$75,600
2	\$32,000	\$40,000	\$48,000	\$56,000	\$70,000	\$84,000
3	\$35,200	\$44,000	\$52,800	\$61,600	\$77,000	\$92,400
4	\$38,400	\$48,000	\$57,600	\$67,200	\$84,000	\$100,800

Outside Sales Target Total Compensation

- TTC = base pay + annual incentive pay at 100% of assigned objectives
- TTC at the midpoint of the Base Pay Range for each position is listed in the table below:

	Total Targeted Compensation by Pay Area (Premise mid-point)			
	Pay Area 1	Pay Area 2	Pay Area 3	Pay Area 4
Sr. Business Advisor	\$117,000	\$130,000	\$143,000	\$156,000
Business Advisor	\$81,000	\$90,000	\$99,000	\$108,000
New Business Advisor	\$81,000	\$90,000	\$99,000	\$108,000

9.6 Total Targeted Compensation is set out here to provide employees a frame of reference, but it is not guaranteed income or expected average income.

9.7 Changes to sales compensation plans will not be subject to bargaining, grievance and arbitration or other legal challenge, except as provided in 9.3 and 9.4 above.

Any claim of failure to comply with 9.3 and 9.4 shall be subject to arbitration at which the sole remedy, if a violation is established, shall be an order to comply with those sections.

Wage Schedules

9.8 Wage Progression Schedules (Appendix A) and Wage Schedule Administration will apply to employees other than sales representatives covered by the Agreement.

Job Classifications

- 9.9** The Company may establish new job title(s), and review and change existing job duties and title(s), based on the content of the job and the work being performed as deemed necessary.
- 9.10** The job title classification assigned to employees will be in accordance with the preponderance of work duties they are called upon to perform.
- 9.11** Whenever the Company determines it appropriate to create a new job title or job classification in the bargaining unit, it shall proceed as follows:
- 9.11.1** The Company shall notify the Union in writing of such job title or classification and shall furnish a job description of the duties and the career level with annual base salary range or Wage Progression Schedule determined for such job titles and classifications. Following such notice to the Union, the Company may proceed to staff such job titles or classifications.
- 9.11.2** The Union shall have the right, within thirty (30) days from the receipt of notice from the Company, to initiate negotiations concerning the career level with annual base salary range or Wage Progression Schedule established by the Company.
- 9.11.3** If negotiations are not so initiated, or if the parties are unable to reach agreement within sixty (60) days, the career level with annual base salary range or Wage Progression Schedule set by the Company shall remain in effect subject to the exceptions outlined in 9.10.4 and 9.10.5 below applicable only to positions covered by Wage Progression Schedules.
- 9.11.4** For positions covered by Wage Progression Schedules, if negotiations are initiated pursuant to paragraph (9.10.2), above, and if the parties are unable to reach agreement within sixty (60) days following receipt of notice from the Company, the Union may, within thirty (30) days of the expiration of the sixty (60) day period for negotiations, request the issue of an appropriate Wage Progression Schedule be submitted for resolution to a neutral third party. Within seven (7) days of such request, each party will submit to the other party its final proposed Wage Progression Schedule, which cannot thereafter be changed.
- 9.11.5** The neutral third party shall be selected by mutual agreement from among those who possess acknowledged expertise in the area of employee compensation. The parties may submit all evidence deemed relevant to the issue to the neutral third party. At the request of either party, a hearing shall be held to receive such evidence. Any such hearing shall be held within thirty (30) days after the matter is referred to the neutral third party. While it is not intended that such third party undertake a full and complete job evaluation study, he or she shall review other job titles or classifications and their Wage Progression Schedules for comparison purposes and may make an on-site inspection of the work place and conduct a reasonable number of interviews of incumbents. A written decision as to the appropriate Wage Progression Schedule will be rendered by the neutral third party within sixty (60) days of the date that the matter is referred for resolution. In the event that the neutral third party determines that a different Wage Progression Schedule is appropriate, the Wage Progression Schedule shall be placed in effect retroactive to the date the change or new job was implemented, except that in no event shall the retroactive effect exceed one hundred fifty (150) days. The neutral third party shall have no authority to add to, subtract from, or modify any provisions of this Agreement.

9.11.6 The procedures set forth in this Section shall be the exclusive means by which the Union may contest the Wage Progression Schedule which the Company sets for any new job title or classification.

9.11.7 The cost of the neutral third party shall be borne equally between the Company and the Union.

ARTICLE 10 Working Practices

10.1 Work Schedules and Shifts

10.1.1 A workday is the period of time between 12:00 midnight preceding and 12:00 midnight ending any day. Any shift is part of the workday on which such shift begins.

10.1.2 A workweek will begin on Sunday at 12:01 A.M. and end on the following Saturday at 12:00 midnight.

10.1.3 The normal workweek for regular full-time employees will be forty (40) hours.

10.2 Overtime

10.2.1 It is expected that all employees will be available and willing to work hours in addition to their normal work schedule to the extent deemed appropriate and approved by the Company. The Company reserves the right to schedule and assign mandatory overtime, as it deems necessary. Where possible, the Company will provide 24 hours advance notice for such assignments.

10.2.2 Overtime will be paid in accordance with the Fair Labor Standards Act as applicable.

10.3 Payroll Adjustments

10.3.1 All overpayments or underpayments to an employee will be adjusted in the employee's next paycheck, or as soon as practical, after the matter is reconciled by the Company.

10.4 Promotions and Transfers

10.4.1 Employees may submit their requests for transfer or promotion to vacancies in accordance with the Company's defined procedures. The Company will consider relevant factors including job performance, attendance record and experience in determining employees' qualifications for promotions and transfers. Seniority will prevail when qualifications are substantially equal.

10.4.2 For a period of six weeks following a promotion, the Company will normally grant an employee's request to retreat to his/her former job title if such position is available.

10.4.3 The Company may transfer employees within their job titles or to another job title in the same or lower wage group. The Company will determine the number of employees to be transferred, the qualifications required, and which employees have such qualifications. In the event qualifications are substantially equal, seniority will be the determining factor in the selection of employee(s) to be transferred or downgraded based on preferences of employees.

10.4.4 If the employee is transferred or downgraded in accordance with 10.4.3 above, and an opening occurs in the job title and location from where the employee was transferred or downgraded within a period of one year, the Company will first offer the position to the

transferred/downgraded employee. This provision does not apply to performance-related demotions.

10.5 Service Quality and Supervisory Observing

10.5.1 It is the policy of the Company to conduct Service Quality Observations in full compliance with Federal and State laws. Service Quality Observing includes Service Observing and Supervisory Observing.

10.6 Death in the Immediate Family

10.6.1 The Company provides three (3) paid scheduled work days off when there is a death in the employee's immediate family. This time off is provided to attend funeral services, to make funeral arrangements, to settle the estate of the deceased, or to help with family matters associated with the death. Supervisory approval is required for paid time off for death in the family.

10.6.2 If the death of an immediate family member occurs on a weekend, the employee is still entitled to three (3) scheduled work days off for participation in the aforementioned funeral activities.

10.6.3 If travel or other extenuating circumstances necessitate additional time away from work, up to two (2) additional paid scheduled work days may be granted with supervisory approval.

10.6.4 If more than a five-day absence is necessary, supervisors may allow time off without pay as departmental leave, or permit employees to use vacation or personal days to remain in paid status.

10.6.5 Immediate family is defined as:

- (a) the employee's spouse
- (b) the employee's/employee's spouse's child, son or daughter-in-law, grandchild, or great-grandchild
- (c) the employee's/employee's spouse's step child, foster child or child for whom the individual is the legal guardian
- (d) the employee's/employee's spouse's parent, step-parent, grandparent, step-grandparent or great-grandparent
- (e) the employee's brother/sister (including half, adopted and step) or employee's brother-in-law/sister-in-law
- (f) the employee's/employee's spouse's aunt, uncle, niece or nephew
- (g) any person who was a bona fide member of the employee's household at the time of death.

10.6.6 When death in the family occurs during an employee's vacation, the balance of the vacation can be rescheduled upon the request of the employee and approval of the supervisor. Time off for death in the family need not be consecutive days, but such days must normally be taken within ten days after death. Absences occurring beyond ten (10) days after the death will only be granted in extraordinary circumstances.

10.7 When an employee is required to serve on a jury or is subpoenaed as a witness, if the employee is not a party to the case, the absence will be excused with pay.

10.8 Virtual Office Home Set-Up Payment

Premise business advisors, hired on or after the ratification date of this Agreement, will be eligible for reimbursement of up to \$250 with receipts subject to Company policy.

10.9 Virtual Office Privacy Rights

The Company's right to inspect an employee's virtual workspace, including a home office, shall be limited to the inspection of Company-provided equipment. Company access to personal property of an employee, including his/her home, shall be by mutual consent only, and not a condition of employment.

ARTICLE 11 Benefits

Uniform Benefits

11.1 Effective January 1, 2018 and during the term of this Agreement, management benefits applicable to the Company, including those listed below, will be provided to employees covered by this Agreement and their dependents, as applicable, in the same manner as they are provided to the Company's management employees as they may change from time to time. For the duration of this contract, the Company agrees to provide medical, dental, and vision benefits for bargaining unit members. The Company agrees to notify the Union of any changes in such plans that would materially change the benefits therein, but, the level of benefits, the selection of the insurance carriers, the rates of contribution, the establishment of all terms and conditions and the administration of the benefit plans, shall be the sole responsibility of the Company, and such matters will not be subject to bargaining, grievance and arbitration, or other legal challenge:

- Savings Plan
- Cash Balance/Pension Plan
- Medical Plan
- Vision Plan
- Dental Plan
- Flexible Reimbursement Plan
- Life and Accident Insurance Plans
- Short-term Disability Plan
- Long-term Disability Plan
- Adoption Assistance
- Tuition Assistance
- Leaves of Absence
- Severance Program
- Incidental Absence for Illness or Injury

Transition

11.2 Benefit plan or program changes:

11.2.1 Employees shall become eligible for benefits, subject to plan provisions, beginning with the 31st day of employment following the most recent hire date.

11.2.2 On-going since Pay Period 1, 2018, the Company percentage contribution to the Employees' 401(k) Savings Plan account as a "match" of the Employee's contribution as defined in the 401(k) Savings Plan will be: \$1 per \$1 up to and including 3% of eligible pay + \$.60 per \$1 up to and including the next 3% of eligible pay. However, if at any time during the term of this Agreement, the Company percentage matching contribution provided to management employees is a greater percentage, these employees will receive the same percentage matching contribution as is provided to management employees.

11.2.3 The Company will continue to administer the YP Holdings LLC Pension Plan for the benefit of employees who had accrued benefits as of June 30, 2017. The Plan is frozen as of November 30, 2012, and there are no further accruals or additional participants.

11.2.4 Short-term Disability:

- (a) The existing Short-term Disability plan will remain in effect for all claims that had a first date of disability on or before December 31, 2017.

- (b) All claims that have a first date of disability on or after January 1, 2018 will be covered in the same manner at the same benefit levels as the management plan.
- (c) For the purpose of calculating "base pay" for clerical employees and sales representatives approved for payment under the Short Term Disability Plan, the following will apply:

Length of Employment	"Base Pay"
Less than 12 months	Base pay only for clerical employees; base plus sales incentives for business advisors for the period of employment as of the end of the payroll month prior to disability. Average earnings do not include amounts such as premiums, shift differentials, bonuses, or awards.
12 months or more	Base pay only for clerical employees; base plus sales incentives for business advisors for a rolling twelve (12) month period as of the end of the payroll month prior to disability. Average earnings do not include amounts such as premiums, shift differentials, bonuses, or awards.

Illness Days

- 11.3 Employees shall be granted five (5) days per year for absence due to illness.
- 11.3.1 Changes to Illness Days will be effective Pay Period 1 of 2019.
- 11.3.2 For illness, the use of Illness Days is required before the use of unpaid leave. If an employee's illness requires absence of greater than five (5) consecutive business days (forty [40] hours), the employee may apply for Short-Term Disability (STD) benefits. The first five (5) business days (forty [40] hours) are considered the "waiting period" under the STD benefit. The time used during the "waiting period" will be deducted from the employee's Illness Days.

**ARTICLE 12
Holidays**

12.1 Observed Holidays

- ◆ New Year's Day -January 1
- ◆ Martin Luther King Day – Third Monday in January
- ◆ President's Day – Third Monday in February
- ◆ Memorial Day - Last Monday in May
- ◆ Independence Day - July 4
- ◆ Labor Day - First Monday in September
- ◆ Thanksgiving Day - Fourth Thursday in November
- ◆ Day after Thanksgiving
- ◆ Christmas Day - December 25

- 12.2 When a Holiday falls on a Sunday, it will be observed on the following Monday. When a Holiday falls on a Saturday, it will be observed on the preceding Friday.
- 12.3 When a specified holiday falls within an employee's vacation period, that day is considered a holiday and not a vacation day. The employee is permitted to reschedule the vacation day for a later date.

12.4 If a regular, non-exempt employee works on an observed holiday, the employee will receive holiday pay plus pay for time worked on the holiday.

12.5 Observed holiday time counts as time worked for the purposes of overtime computation.

ARTICLE 13 Personal Days

13.1 Regular employees will be granted two (2) excused paid Personal Days per calendar year.

13.2 Personal Days shall be selected by employees within each work group. The employees' selections shall be granted to the extent practicable, consistent with force requirements and the needs of the business.

13.2.1 Employees are expected to provide reasonable advance notice and obtain approval from their supervisors for any requests for their selected personal day(s).

13.2.2 Allotted Personal Days must be taken by the end of the last payroll period of the calendar year.

13.3 Winter Closing

Beginning December 2018, employees will be excused with pay for the Business days during Winter Closing (the four working days between Christmas and New Year's Day). Employees receiving disability benefit payments or who are on an unpaid leave-of-absence will not receive these paid days. If the Company determines not to close the Business during this period in future years, the four business days will be restored, as appropriate, to the employees as excused paid Personal Days under provisions of this Article 13.

**ARTICLE 14
Vacations**

Vacation Eligibility

- 14.1 Beginning Pay Period 1, 2018, regular employees will accrue vacation days consistent with the following schedule:

Service Bands	Maximum Annual Accrual	Accrual Schedule	Accrual per Pay Period
0 through 3.99 years	10 Days (80 hours)	Accrual begins on hire date and appears in first pay period check following the start date. Employee remains in this band through 3.99 years of service.	3.08 hours
4.0 through 8.99 years	15 Days (120 hours)	Accrual begins when the employee has completed four (4) full years of service. Employee remains in this band through 8.99 years of service.	4.62 hours
9 years and greater	20 Days (160 hours)	Accrual begins when the employee has completed nine (9) full years of service.	6.15 hours

- 14.2 Management will make available to members of the work group a schedule for selection of vacation by seniority. The employees' selections shall be granted, to the extent practicable, consistent with force requirements and the needs of the business.
- 14.3 Eligible employees who resign before taking all of their vacation shall be paid for their unused accrued vacation, provided two weeks' notice of an intention to resign has been received by the Company. In its discretion, the Company may allow less than two weeks' notice.
- 14.4 Exempt employees may take Vacation Time in full days or half days. Non-Exempt employees may take Vacation Time in full days, half days, or hourly increments.
- 14.5 Employees may use vacation time before it is accrued up to the amount of their annual accrual. If an employee resigns or is dismissed by the Company, the amount of vacation used in excess of what has been accrued will be deducted from his/her final pay, where allowed by law.
- 14.6 Available Vacation hours must be used concurrently with an approved unpaid leave of absence.

Carryover Vacation

- 14.7 Employees may carry-over up to five (5) vacation days from one calendar year to the next. Vacation days carried over must be taken by December 31st of the calendar year into which they were carried over.

**ARTICLE 15
Regular Part-Time**

- 15.1 Part-time employees are eligible to receive personal days, holidays and vacation days. Such time-off will be granted in accordance with the appropriate provisions of this Agreement and paid on a prorated basis as determined by the employees' regularly scheduled hours in a workweek. The proration will be set prior to the start of the part-time assignment. Proration of benefits will be in accordance with the rules and methods stated in the applicable benefit plan documents.

ARTICLE 16
Grievance Procedure

16.1 Grievance Levels

In the processing of any grievance, the Company will furnish the Union all necessary and relevant data concerning the grievance as determined by the National Labor Relations Act. If the grievance is initiated at the local level, this information will be furnished to the Local President or authorized Union representative upon request, prior to the informal level, in an effort to resolve the dispute at the earliest step. The parties agree that in the handling and adjustment of grievances by the Union the procedures listed below will be followed:

A. An employee or group of employees will have the right to present to and adjust with the management any grievance as provided in 9(a) of the National Labor Relations Act, as amended, provided, however, that no adjustment will be made with the employee or group of employees involved which is inconsistent with the terms of any collective bargaining agreement between the parties then in effect, and provided further that the Union has been given an opportunity to be present at such adjustment.

B. After an employee or employees have presented a grievance to the Union for settlement and a Union representative has informed the Company that the Union represents that employee(s) the Company will not discuss or adjust such grievance with said employee(s) unless the aggrieved employee(s) initiate a request that the Company discuss and adjust such grievance directly with him/her, or them, but in no event will an adjustment be made unless a Union representative is afforded an opportunity to be present at such adjustment.

C. All grievances, other than those involving the true intent (See 16.1C4) and meaning of this or any other agreement between the parties or adversely affecting the rights of other employees, will be handled under the procedure set forth below. For each such grievance initiated by the Union under this Paragraph, the steps in the procedure will be those listed below except as provided 16.6 (Vacancies), 16.7 (Short Term Disability Plan), and 16.08 (Health and Safety).

1ST Level: The Informal Level (the level below Regional Vice President where the aggrieved employee is employed)

2ND Level: Regional Vice President Level

3RD Level: Assistant Vice President – Labor Relations (or designee) Level

1. 1st Level (Informal Level) - Before formal grievances involving matters other than discharges and demotions are filed at the 2nd Level, there must have been a 1st Level (Informal Level) meeting or conference with the appropriate Union representative and the appropriate Company representative. It is generally agreed that the local steward along with the immediate supervisor would normally be the appropriate representatives. The 1st (Informal) Level meeting may be waived by the consent of both parties in those instances where such a meeting would be unnecessary. When necessary, the Union may request the presence of a grievant, or grievants, if such are involved. This 1st Level meeting is intended to allow both sides to fully explore the incident, develop the facts, state their contentions, clear up any possible misunderstandings and attempt to informally resolve the dispute. No record will be made at this meeting or conference, no papers, forms or written answers are to be filed. (For pay treatment see 16.3 and 16.4.)

2. 2nd Level (Regional Vice President Level) - Each grievance must be presented as a formal grievance at the 2nd Level within sixty (60) days from the date of the last occurrence on which the grievance is based by filing a written request for formal grievance meeting (3G3R). This request must be filed with the 2nd Level within fourteen (14) days following the 1st Level meeting described in C1 above.

At the 2nd Level meeting the grievance must be reduced to writing on the Record of Grievance Form (3G3A) adopted by the parties and presented to the Company by the Union at the conclusion of the meeting(s). (For pay treatment see 16.3 and 16.4.)

a. The Company and the Union have the responsibility to meet, discuss the issue(s) and complete the related paperwork within thirty (30) days of the request for a meeting.

b. Where mutually agreed upon, the time periods in "a." above may be extended by thirty (30) days.

c. It is the intent of this article that all grievances must be met on at the 1st Level and appealed in writing to the 2nd Level within sixty (60) days. The 2nd Level meeting is to occur within thirty (30) days of the request. If a recess is mutually agreeable it cannot last longer than thirty (30) days.

d. Failure of the parties to carry out their responsibilities within the specified time frames will generate an automatic appeal of the grievance to the 3rd Level (Executive Level). The 3rd Level representatives will determine the action necessary to address the time problem issue and will handle the grievance accordingly.

e. Within fourteen (14) days from the date of the meeting (or the last adjourned meeting) the Management representative with whom the grievance was discussed will inform the Union in writing on four copies of the Record of Grievance Form (3G3A) of his/her proposed position. If the parties agree on an adjustment, the adjustment will be stated as the proposed disposition on the Record of Grievance Form (3G3A) and both parties will sign two copies of the form and each retain one signed copy.

f. Within fourteen (14) days from the date when the Union is advised on the Record of Grievance Form (3G3A) of the proposed disposition by the Management representative, the Union will advise the Company on a copy of the Record of Grievance Form (3G3A) whether the proposed disposition is accepted, rejected or appealed. Such advice should be directed to the Management representative with whom the Union discussed the grievance. If the grievance is appealed to the 3rd Level, the Union will promptly forward the grievance to the Union's designated representative. Grievances so appealed may nevertheless be dropped without a meeting and without prejudice to the Union's contentions regarding the merits of the grievance.

g. The Union's rejection of the proposed disposition by the Management representative at the 2nd Level will close the grievance without prejudice to the Union's contentions regarding the merits of the grievance.

h. Grievances involving counseling entries shall not be appealed beyond the 2nd level of the grievance procedure.

3. 3rd Level (Assistant Vice President – Labor Relations) - On grievances appealed to the 3rd Level, the Union representative will request a meeting with the appropriate Company representative within thirty (30) days of the date of the appeal and that meeting will be held within thirty (30) days of such request. In the event the appropriate Company representative is unable to meet within that time period, the Company and Union may agree to a fourteen (14) day extension for the meeting.

a. If mutually agreed, 3rd Level representatives may extend the time frame, normally not beyond sixty (60) days, to meet and discuss the related grievance.

b. If a meeting is not held by the appropriate Company representative within the greater of thirty (30) days of the Union's request for a conference or the extended time period due to

the fault of the Company, the Company will have defaulted on that grievance. Upon default by the Company, a remedy of the grievance will be fashioned at the Bargaining Level of the Company. If a remedy cannot be agreed upon at this level, the appropriate remedy will be determined by arbitration under 17.1.

c. All appeals to the 3rd Level will be based upon the record consisting of the Record of Grievance Form (3G3A), Joint Minutes (if any) at the 2nd Level, and any oral or written statements, affidavits or exhibits that the parties at the 2nd Level incorporated into the record.

4. Grievances which involve the true intent and meaning of this or any other agreement between the parties or adversely affect the rights of any employee, or employees, if filed by the Union will be initially presented at the 2nd or 3rd Level; such grievances and those involving alleged violations of the Agreement by the Union, if filed by the Company, will be filed at the 3rd Level of the Company with the District Office of the Union. Each such grievance must be presented, orally or in writing, within sixty (60) days from the date of the last occurrence on which the grievance is based.

a. When a grievance is filed by the 3rd Level of the Company with the District Office of the Union as described in 16.1C4, such grievance will be accompanied by a written statement of position from the Company representative setting forth the Company's position regarding the grievance. Such written position will include the Company's contentions as to the true facts involved, its allegations as to how the Union has violated the Agreement and, if appropriate, its contentions as to the true intent and meaning or interpretation of any provision of the Agreement. The District Office of the Union will have a period of fourteen (14) days in which to reply in writing to the Company's written statement or position and the Union's reply will also set forth its contentions as to the true facts involved, its reply to the Company's allegations, if any, as to how the Union has violated the Agreement and its contentions to the true intent and meaning of the Agreement provisions if such are involved.

b. If the grievance under 16.1C4 or 16.1C4a is to be arbitrated, the written positions of the parties, or amendments thereto, served on the other party at least fourteen (14) days in advance of the arbitration hearing, will be filed with the arbitrator as exhibits. Such exhibits may be assigned such weight as the arbitrator deems appropriate.

5. When a Union grievance is appealed, the decision of management at the 3rd Level will be given to the Union within seven (7) days after the appeal is discussed at a conference (or last adjourned meeting thereof mutually agreed upon). When the grievance is initiated by the Company under 16.1C4, the decision of the District Office of the Union will be given to the Company within seven (7) days after the grievance is discussed at a conference (or last adjourned meeting thereof mutually agreed upon).

6. Grievance adjustments at the 2nd Level will be final and binding, and will not be used as a precedent by either party, except that an adjustment at the 2nd Level may be made subject to the 3rd Level approval if either party at the 2nd Level notifies the other in writing within fourteen (14) days from the date of the settlement was executed; that a "true intent and meaning" question exists. The parties will not use a local past practice established by a local level settlement to support controversies that develop in other locations. The parties reserve the right to urge that grievances dropped after having been appealed to arbitration may have, or may not have, a precedential effect in accordance with all of the circumstances. Each party will advise the other of the names of its representatives at the 3rd Level who are authorized to finally approve settlements made at the 2nd Level of the grievance procedure.

D. In computing any period of time prescribed by any Agreement between the parties hereto, the day of the occurrence, presentation, appeal, decision, request or demand (after which the period of time

begins to run) will not be included. The last day of the period will be included, unless it is a Sunday or holiday, in which event the period runs until the next day not a Sunday or holiday. Intermediate Sundays and holidays will be included. Any presentation, appeal, decision, request or demand required to be in writing will be considered to be made on the date it is postmarked, or dated by Personnel, receipted delivery.

- E. The presence of a Union Officer, except those certified under 16.1C6 at the adjustment of any grievance presented by an employee or of employees, under "A" above, will not be regarded as an agreement on the part of the Union that the grievance was properly adjusted.
- F. If the parties agree, grievances appealed to the 3rd Level may be discussed, for possible disposition, by the Company and the Union at the 2nd Level prior to being sent to the 3rd Level. Time involved in this review will not be counted for any other provisions of this Article.

16.2 Pay for Certified Union Representatives.

Subject to the limitations expressed in 16.3 and 16.4, certified Union representatives in the employ of the Company, and other employees necessary to a grievance hearing will suffer no loss in pay for time consumed in meetings with Management on subjects mentioned in this Article and in 6.2, and necessarily consumed in traveling to and from such meetings. Each such employee will give reasonable notice (not less than one working day) to his/her immediate supervisor when any such excusal is to begin and for what period the employee expects to be absent from duty. Accordingly, in responding to requests for such meetings, management should allow sufficient time in scheduling to permit employees to comply with this "reasonable notice".

16.03 Number of Union Representatives in Meetings with Management.

In meetings with Management, the number of persons other than those mentioned in 16.4 below, who will suffer no loss of pay for time consumed in meetings with Management, and necessarily consumed in traveling to and from such meetings, will be as follows:

- A. In the 1st Level (Informal Level), meetings under this Article, one (1); and at the 2nd Level meeting, not more than a total of two (2).
- B. In meetings on subject mentioned in 6.2, not more than a total of five (5).
- C. The number of Management representatives participating in any meeting will not exceed that of the Union
- D. If the number of Union representatives attending a meeting with Management is greater than the number indicated above, the Union will designate which of its representatives, not to exceed the number indicated above, are to suffer no loss of pay.

16.4 Pay for Grievant.

In meetings with Management on grievances at the 1st (Informal Level) and 2nd Levels, the individual employee whose grievance is being presented by the Union will suffer no loss in pay, as provided in 16.2, for time consumed in such meetings or necessarily consumed in traveling to and from such meetings, provided, however, when a group of employees has a common cause of grievance, the members of the group, to be designated by the Union, who will suffer no such loss in pay will not exceed two at the 1st Level meeting and one at the 2nd Level meeting.

16.5 Strikes and Lockouts.

As the parties have agreed on procedures for handling complaints and grievances, they further agree that there will be no lockouts or strikes during the life of this Agreement, as outlined below:

- A. If an employee is disciplined as a result of an alleged breach of 16.5 above, such disciplinary action will be subject to the full grievance procedure and to arbitration.

B. In the event of arbitration under "A" above, the arbitrator will have authority to sustain, modify or to set aside the disciplinary action.

C. Any discipline resulting from an alleged violation of 16.5 above, will be imposed within a reasonable time, but in no event to exceed thirty (30) days from the date the employee first engaged in the alleged violation.

16.6 Grievances Involving the Filling of Vacancies.

A. Grievances must be filed in writing at the 2nd Level on behalf of an employee within sixty (60) days after the filling of the vacancy notification covered in 12.02E. Such grievances will be processed in accordance with 16.1.

B. When an employee has an active grievance on one or more selections, he/she may continue to grieve on only one of the pending grievances for a job that is higher than one he/she subsequently accepted.

C. The Union will be given an opportunity to examine all test papers, appraisal sheets and any other pertinent records on all employees selected to fill the vacancy or vacancies and the unsuccessful requesters (upon the showing of proper authorization only from unsuccessful requesters). This examination of records by the Union will be considered as the 1st Level (Informal Level) grievance meeting under this Article and one Union representative will be paid under the provisions of 16.2 for the time consumed in the examination of such records. This first step may consist of discussion with the selector in person or by phone.

1. No grievances will be filed at the 2nd Level until the designations required below have been properly made by the Union.

2. The 2nd Level grievance meeting will be held with the Company's designate, Manager-Labor Relations Staffing, in person or by phone. If necessary, the grievance may be appealed to the 3rd Level.

3. In those situations where more vacancies were filled than there are employees who filed requests in whose behalf the Union desires to handle a grievance, the following procedure will be followed: After the Union has had the opportunity to examine test papers, appraisal sheets and other records as described above, the Union will designate the employee(s) whom it contends were erroneously selected instead of the aggrieved employee(s).

4. In those situations where there are more employees who filed requests in whose behalf the Union desires to process the grievance than there are vacancies which have been filled, the following procedure will be followed: After the Union has had the opportunity to examine test papers, appraisal sheets and other records as described above, the Union will advise the Company in the letter requesting the 2nd Level grievance meeting which of the unsuccessful requesters they believe should have been selected and on whose behalf it is grieving.

16.7 Grievances Involving Short Term Disability Plan.

Grievances involving the Short Term Disability Plan and Family Medical Leave Act (FMLA) will be presented initially at the 3rd Level (Assistant Vice President -- Labor Relations) and grievance meetings will be held with the Benefit Committee or a designated representative.

• Should the Union at the district or local levels desire information relative to the handling of a case, before it becomes a grievance, the Company will furnish such information or facts as are available. It is also understood that securing of such information will not constitute the initiation or discussion of a grievance.

16.8 Grievance Procedure Regarding Health & Safety.

The maintenance of proper health and sanitary conditions, the observance of all laws relating to fire protection and safety, and hazardous wastes, materials, and substances are of mutual concern to the Company and the Union. Any question regarding such matters may be made the subject of a grievance but will not be submitted to arbitration.

ARTICLE 17 Arbitration

17.1

- A. The provisions for arbitration will apply only to the matters made specifically subject to arbitration in "B" below.
- B. If at any time a controversy should arise between the Union and the Company regarding the true intent and meaning of any provisions of this or any other agreement between the parties or a controversy as to the performance of an obligation hereunder, which the parties are unable to compose by full and complete use of the grievance procedure set up by Article 16, the matter will be arbitrated upon written request of either party to this Agreement to the other.
- C. Any written request for arbitration will be made within ninety (90) days from the date of the final decision in writing on the grievance, unless the failure to make such request will be excused by the Arbitrator because of extraordinary circumstances including, but without limitation, newly discovered or previously unavailable, material evidence that could not have been discovered or produced by reasonable diligence.
- D. The procedure for arbitration will be as follows:
1. Within 30 days after the filing of the written request for arbitration, the Vice President of the Union or his/her delegated representative will confer with the head of Labor Relations of the Company or his/her delegated representative to select an Impartial Arbitrator and a date for the hearing.
 - o Failure on the part of the Union to make the above request within 30 days will relieve the Company of the responsibility for retroactive wages from the date of the filing of the written request for arbitration until the date the Union complies with "1" above.
 2. In the event of the failure of the persons named in "1" above to agree upon the selection of an Impartial Arbitrator within 30 days, the Union or the Company may apply to the Federal Mediation and Conciliation Services, Washington, D.C., for the appointment of such Impartial Arbitrator.
 3. The arbitration hearing will be started within 60 days, if practicable, of the selection of the Impartial Arbitrator and carried to a conclusion as expeditiously as possible. A decision and award by the Impartial Arbitrator will be rendered within fifteen (15) days, if feasible, of the completion of the hearing.
 4. The Impartial Arbitrator will have power to decide whether or not a particular finding will have a retroactive effect, provided, however, that no retroactivity will predate the Union's demands for arbitration except as is or may be otherwise provided in other contracts or agreements between the parties.
- E. The decision of the Impartial Arbitrator will be final and the Company and the Union agree to abide by such decision. The compensation and expenses of the impartial arbitrator and the general expenses of the arbitration will be borne by the Company and the Union in equal parts. Each party will bear the expense of its representatives and witnesses. Any expenses incurred because of any

cancellation or postponement of an arbitration hearing will be borne by the party requesting such cancellation or postponement.

ARTICLE 18 Union Business

Agency Shop

- 18.1** All employees who are members of the bargaining unit on the effective date of this Agreement are obligated to tender to the Union amounts equal to periodic dues. All employees entering into the bargaining unit on or after the effective date of this Agreement shall, as a condition of employment, pay or tender to the Union amounts equal to periodic dues applicable to members by the thirtieth day after entering the bargaining unit until the termination of this Agreement.*
- 18.2** The condition of employment specified above shall not apply during periods of formal separations ** from the bargaining unit by any such employee, but shall reapply to such employee on the thirtieth day following his or her return to the bargaining unit.

* Where permitted by law.

** The term "formal separation" includes transfers out of the bargaining unit, removal from the payroll of the Company, and leaves of absence of more than 30 days.

Deduction of Union Dues

- 18.3** The Company will deduct Union membership dues and initiation fees applicable to members and or an amount equal to periodic dues applicable to members from regular paychecks upon written authorization signed by the employee until the authorization is revoked by the employee in writing, or until the employee is formally separated from the bargaining unit. Deductions shall be reinstated within thirty (30) days following the employee's return to the bargaining unit, provided a new authorization is submitted.
- 18.4** The Company will forward to the Union the amount(s) deducted together with supporting information as agreed to by the Company and the Union.
- 18.5** The Union agrees to indemnify the Company against claims that may be made against the Company as a result of the Company's good faith application of this Article.
- 18.6** An employee who wishes to cease payment of union dues shall notify the Company's Human Resources department by letter, fax, or email.

Absence for Union Business

- 18.7** To the extent that the Company determines that the needs of the business permit, employees who are authorized representatives of the Union will be excused or granted leaves of absence without pay, at the request of an authorized officer of the Union, to attend to the business of the Union. The Union shall make all requests for excused absences or leaves of absence as far in advance as possible and the Company shall act promptly upon each request. Excused absence shall not exceed forty-five (45) days per calendar year, excluding days for bargaining with the Company.

Union Bulletin Board

- 18.8** The Company agrees to provide a link on its intranet to the Union's virtual bulletin board for CWA District 3 employees.

- 18.9 Bulletin boards are to be used exclusively by the Union for posting notices concerning official Union business, or other Union related matters, provided that if anything is posted on those bulletin boards that is considered by the Company to be controversial or derogatory to any individual or organization, the Union agrees to remove such posted matter and if it fails or refuses to do so, such matter may be removed by the Company.
- 18.10 For Virtual employees, a link to the CWA District 3 website will be provided on the Company's Intranet site, currently known as "The 411". The location of the Union's electronic bulletin board(s) shall be determined by the Company with due regard to visibility and accessibility to employees for whom the Union is the recognized representative.

Notifications

- 18.11 The Company will notify the Union in writing when new employees enter the Bargaining Unit. This notice will be made on a monthly basis and will include name, Company e-mail address, Company telephone number, home address (where permitted by law), hire date, job effective date, work location, and job title.
- 18.12 The Union will keep the Company fully informed, in writing, on a current basis, of all local Union officers, Union stewards, or Union representatives who may be designated with the responsibility of representing the Union regarding the administration of this Agreement.
- 18.13 The Company will provide the Union written notice of its Intent to promote or transfer a Union representative when such promotion or transfer will formerly separate the individual from the bargaining unit.

Union Representation

- 18.14 At any meeting between a representative of the Company and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion or discharge for cause) is to be announced, or at any meeting with an employee for the purpose of conducting an investigatory interview which may lead to discipline of such employee, a Union Representative may be present if the employee so requests.
- 18.15 After an employee requests Union representation at an investigatory interview, no questioning will take place until a Union Representative is present at the interview.
- 18.16 If the employee requests to speak privately with the Union Representative upon the Representative's arrival at the meeting, the employee will be permitted to do so.
- 18.17 The provisions of this article will not be used to unduly delay the investigative process.

Union Activity on Company Premise

- 18.18 Neither the Union nor the Locals, their representatives or members, shall conduct Union business or carry on Union activities on Company premises or on Company time. However, Union and Local members who are employees (and authorized representatives of the Union who are not employees of the Company, by mutual agreement of the Company and the Union) may carry on legitimate Union activities outside of working periods in space where no Company operations or administrative work is performed provided that such Union activity shall be limited to small groups of employees and shall not interfere with the operation of the Company or the use of space by other persons or employees for the purposes for which the space is intended.

Union Orientation

- 18.19** Upon release from training (if applicable), otherwise in the first week of employment, a new employee will be introduced to a Local Representative by his/her supervisor for purposes of permitting the Local Representative to provide the employee with information about the Union. As an exception to the provisions of Article 18.17, which prohibit Union activity during work time, the Local Representative and the new employee(s) will be released for up to one-half (½) hour of paid work time, provided the time taken is during the employee's and Local Representative's normal tour. The discussion between the Local Representative and the employee shall be conducted away from space where the Company's operations or administrative work is performed.
- 18.20** The Company will advise a Local Representative within thirty (30) days of an employee's transfer into a work group.

ARTICLE 19 Reduction in Force

Force Reduction

- 19.1** In the event the Company determines a workforce surplus condition exists, it will at its sole discretion identify employees subject to part-timing, layoff, or both. When identifying employees who are subject to part-timing, layoff, or both, seniority will prevail when employee qualifications are substantially equal. The Company agrees to give the union ten (10) work days' notice of its intended plan. The Company will release temporary and occasional employees before proceeding with force reduction of regular employees doing similar work in the same location.
- 19.2** The Company agrees, as a "temporary bar," that it will not place managers into job titles or sales positions in the bargaining unit within 30 days before and 90 days after the off-payroll date for a Reduction in Force of employees in the same job titles or sales positions in this bargaining unit.
- 19.3** The Company's Severance Program for outlined in the summary plan description for the Management Employees will be applicable to employees covered by this Agreement and shall be governed by applicable provisions in Article 11.

ARTICLE 20 Contract Printing and Distribution

- 20.1** The Company agrees to provide a copy of this contract to the Union in a mutually acceptable electronic format.

ARTICLE 21 Amendments

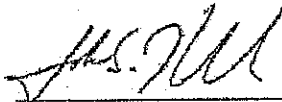
- 21.1** The entire understanding between the parties is set forth completely in this Agreement. Any amendment to this Agreement or any interpretation of the true intent and meaning of the provisions of this Agreement will be committed to writing and signed by the duly authorized representatives of the parties.

ARTICLE 22
Duration

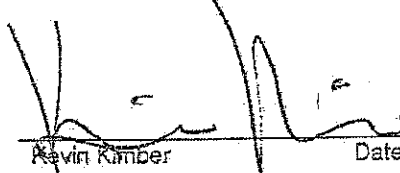
- 22.1 For purposes of union security and grievances/arbitration procedures, this Agreement is effective from August 9, 2019, and shall continue in full force and effect through 5:00 PM, August 7, 2020. Either party desiring to enter into a new Agreement upon the expiration of this Agreement shall give at least sixty (60) days written notice prior to August 7, 2020.
- 22.2 The Company and the Union agree that the entire understanding between them is set forth completely in this Agreement.

Thryv, Inc.


Communications Workers of America



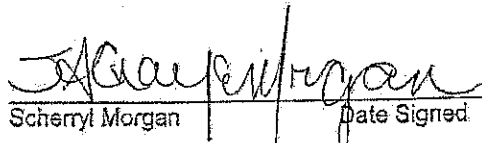
John S. Hanchek Date Signed



Kevin Kimber Date Signed

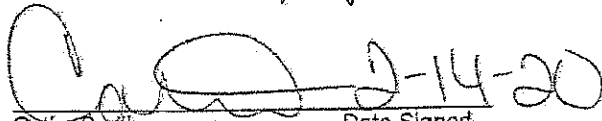


Shirley Glynn Date Signed



Scheryl Morgan Date Signed

Date Signed



Cathy Smith Date Signed 2-14-20

Appendix A
Wage Progression Schedules

Current Wage Schedules

WAGE SCALE 14

Sales Team Support Clerk
 Special Clerk-Market Assignment
 Special Clerk-Directory

Wage Length of Service	Start	Weekly Wage Rate							
		End of 6 th Month	End of 12 th Month	End of 18 th Month	End of 24 th Month	End of 30 th Month	End of 36 th Month	End of 42 nd Month	End of 48 th Month
Zone A									
8/8/2015	578.34	621.69	667.08	716.55	769.08	826.71	887.40	952.68	1023.57
8/7/2016	578.34	634.12	680.42	730.88	784.46	843.24	905.15	971.73	1044.04
8/6/2017	578.34	646.81	694.03	745.50	800.15	860.11	923.25	991.17	1064.92

Effective April 1, 2019, a General Wage Adjustment of 1.5% of the annualized base rate will be paid in a Lump Sum to each active employee on Wage Schedules A, B, and C.

Sales Office Pay Areas

Pay Area 4	Pay Area 3	Pay Area 2	Pay Area 1	
Miami	Atlanta	Charlotte	Asheville	Jacksonville
	Ft. Lauderdale	Orlando	Augusta	Macon
		Raleigh	Columbia	Melbourne
		Tampa	Columbus	Pensacola
		Wilmington	Greensboro	W. Palm Beach
		Savannah	Greenville	
			Panama City	

Wage Progression Schedule Administration

Progression Increases

All wage progressions will become effective on the first day of the appropriate payroll period. Wage progression dates will be calculated from the annual wage effective date as follows:

All newly employees hired, who are subject to Wage Progression increases, will progress one step on the Wage Progression Schedule, up to the top annual wage rate, at six-month intervals from that date. All other employees, who are subject to Wage Progression increases will advance one step on the Wage Progression Schedule, up to the top annual wage rate, at six-month intervals from their individual date of hire or transfer into the bargaining unit.

Other Considerations

Wage Rate Progression Increases and/or General Wage Adjustments may be deferred or withheld in individual cases, if, in the judgment of the Company, the employee does not merit the increase. In such a case, an employee will be given thirty (30) days' notice prior to the scheduled increase effective date. The employee will be re-evaluated no later than ninety (90) days from the date the increase was deferred or withheld to determine whether or not the employee's performance warrants reinstatement of the increase. Reinstated increases will not be retroactive. Future increase dates will not be changed but may also be subject to being deferred or withheld.

Employees who are absent from work due to illness disability or leave of absence at the time an increase is scheduled to be granted will have their increase become effective upon their return to work from such absence.

General Wage Adjustments

Effective April 1, 2018~~2019~~, a General Wage Adjustment of 1.5% of the annualized base rate will be paid in a Lump Sum to each active employee on Wage Schedules A, B, and C.

Start Rate for New Hires

The Company will normally assign newly hired employees to the start rate of the applicable wage progression schedules. However, the Company may assign newly hired employees to wage steps above the start rate based on job related qualifications, experience and/or market conditions.

If the Company hires an employee who has no prior training, experience or job related qualifications at a wage rate higher than the Start Rate, it shall raise the wage rate of incumbents in the same title and the same location to that wage rate.

Wage Treatment for Promotions

Employees who are promoted to a higher wage group in the bargaining unit will be placed at the next higher annual wage rate on the applicable Wage Progression Schedule.

Wage Treatment for Transfers

Employees who are transferred to a job in the same wage group, in the same pay area, will continue at the same pay rate and the same interval to progression in their Wage Progression Schedule.

Employees who are transferred to a job in the same wage group but in a different pay area with a higher top rate will be moved to that Wage Progression Schedule at the same wage step. The employee will proceed at the same interval in progression in the new Wage Progression Schedule.

Wage Treatment for Downgrades or Transfers to a Lower Pay Area

Employees who downgrade or transfer to a job title on a Wage Progression Schedule that has a lower top rate than the Wage Progression Schedule applicable to their job title prior to the downgrade or transfer shall move to the new Wage Progression Schedule to the rate of pay that is equal to the rate they were receiving at the time of the downgrade or transfer. If the same rate does not exist on their new Wage Progression Schedule, and the rate of pay is less than the top rate of the new Wage Progression Schedule, they shall move to the wage rate that is immediately less than their rate of pay at the time of the downgrade or transfer. If their rate prior to the transfer or downgrade exceeds the top rate of the new Wage Progression Schedule, they shall continue at their rate of pay until such time as the top rate of the new Wage Progression Schedule exceeds their rate of pay.

Performance Bonus

Employees will be eligible for an Annual Performance Bonus as outlined below:

COMPONENT→ ↓	Company Performance		
	Below 80%	80-99%	100% and above
Individual Performance			
Exceeds Expectations	\$1,750	\$2,550	\$3,500
Meets Expectations	\$ 750	\$1,500	\$2,400

Eligibility

The annual performance period is January 1 – December 31 of each year covered by this agreement. All regular full-time and regular part-time non-sales employees with six-months or more of service on December 31 of the performance year are eligible for an annual performance bonus.

Ineligibility:

Employees will not be eligible for a performance bonus if any of the following occurs during the performance period:

- Voluntary resignation
- Involuntary termination for cause

Performance Bonus payouts will occur as follows:

<u>Pay-out the later of March*</u>	<u>For performance year</u>
2019	2018
2020	2019

*(or as soon as approved by the Board of Directors)

Prorated Performance Bonus:

Employees will receive a pro-rated performance bonus for the following:

- More than six months but less than twelve months of service
- Reclassification to position not covered under this article
- Involuntary separation under the Company's Severance Program for Management Employees
- Leave of Absence
- Short-term disability
- Retirement
- Death

Appendix B

Performance Improvement Plans

MEMORANDUM OF UNDERSTANDING

Between

THRYV, INC.

And

COMMUNICATIONS WORKERS OF AMERICA

PERFORMANCE IMPROVEMENT PLAN for SALES REPRESENTATIVES

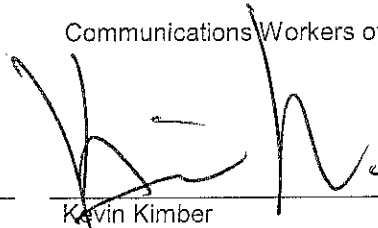
Thryv, Inc. and Communications Workers of America ("CWA") agree as follows:

1. The Company may change the PIP policy as it relates to performance by Sales Representatives after providing the CWA with notice and a reasonable opportunity to meet and negotiate over the change for thirty days prior to implementation.
2. Employees who commence PIPs while in their probationary periods will not be allowed to challenge discharge, demotion or other discipline at arbitration or in any other legal forum. For the purpose of the PIP policy, probationary employees are those who have accumulated less than 18 months in their sales positions following the most recent hire date.
3. As to employees who have completed their probationary periods and are placed in a PIP, the application of "just cause" referenced in Article 16.1 shall only be interpreted to mean that management applied the proper process as set forth in the PIP policy. The Company retains the sole responsibility to set standards of performance unless specified in the PIP policy.
4. The parties acknowledge that there may be circumstances when the Company may determine to demote rather than to terminate employees who fail PIPs. Therefore, in any arbitration in which the Union challenges the type of discipline received by an employee for not meeting performance standards, the Union shall not make any "disparate treatment" claim based on the Company's treatment of other employees.

This Memorandum of Understanding is effective the Sunday following notice of ratification and shall expire with this contract. The parties specifically agree that the terms and conditions set forth in this Memorandum of Understanding shall not survive the expiration of this Memorandum of Understanding unless agreed to by the parties in writing.

Thryv, Inc.

Communications Workers of America



John S. Hanchek

Date signed

Kevin Kimber

Date signed

Appendix C

Letters of Agreement

August 9, 2019

Mr. Kevin Kimber
CWA Staff Representative – District 3
2180 West State Road 434, Suite 1130
Longwood, Florida 32779

Re: Business Tools and Resources

Dear Mr. Kimber:

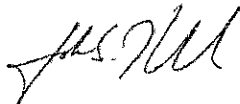
In order to provide the best possible service to its customers, the Company provides a wide variety of tools and resources for its sales representatives including, office space, computers, and where applicable, transportation, communications and miscellaneous expense allowances. This letter will confirm the understanding between the Company and the Union concerning Company provided and/or subsidized automobiles and cellular telephones, and expense reimbursement and/or allowance(s) through the term of this Agreement.

Beginning the first payroll period following official notice of ratification of the Tentative Agreement, those individuals who are working virtually, will receive a taxable stipend of one hundred dollars (\$100.00) per bi-weekly payroll period to offset miscellaneous expenses, such as, mobile phone, data package, and office supplies. In order to be eligible for the stipend under this section, the employee must be on the active payroll.

Business Advisers eligible to participate in the automobile plan will have the option of selecting the Motus Plan or its equivalent or a flat taxable transportation allowance of \$575.00 per month. Business advisors eligible to participate in the automobile plan must have Company-installed software for mileage capture on their iPads or smart phones. Expenses incurred for parking or tolls will be reimbursed in accordance with the Company's Expenditure Policy. Business advisors will be reimbursed for other approved reasonable and necessary business expenses in accordance with Company policies. For example, business advisors who have been assigned to work away from their designated virtual office location will be reimbursed for lodging expenses as authorized by management. An employee who stays overnight will receive a per-diem allowance for meals and incidental expenses. The allowance will be paid on days when the employee is authorized to stay overnight.

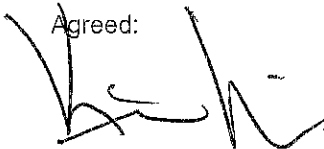
The per diem allowance will be paid on a city-by-city basis according to Federal per diem rates issued annually. Locations not listed will be paid at the Federal standard rate.

Sincerely,



John S. Hanchek
Company Chairperson

Agreed:



Kevin Kimber
CWA Representative

August 9, 2019

Mr. Kevin Kimber
CWA Staff Representative – District 3
2180 West State Road 434, Suite 1130
Longwood, Florida 32779

Re: Commission Debit Proration (Commission Charge-Backs)

Dear Mr. Kimber:

This letter confirms our commitment regarding Commission Charge-Backs. This agreement becomes effective the first full sales compensation pay period following ratification of the Tentative Agreement.

In the event of commission charge-backs exceeding \$500, the amount to be debited in any one pay period will not exceed 50% of earned commissions that were to be paid for that pay period, except in a final paycheck when all charge-backs will be deducted.


This agreement shall not apply to incidents of suspected fraud nor to pay plan manipulation by the sales employee.

Sincerely,



John S. Hanchek
Company Chairperson

Agreed:



Kevin Kimber
CWA Representative

August 9, 2019

Mr. Kevin Kimber
CWA Staff Representative – District 3
2180 West State Road 434, Suite 1130
Longwood, Florida 32779

Re: Consistent Sales Policy and Merit Pay Plan Application

Dear Mr. Kimber:

This will address concerns raised by the Union regarding consistent application of sales policies and the Merit Pay Plan.

The Company affirms its intention to administer sales policies and the Merit Pay Plan consistently within the bargaining unit. If the Union identifies concerns regarding the application of Sales Policies or the Merit Pay Plan, the Company will meet with the Union to discuss issues raised.

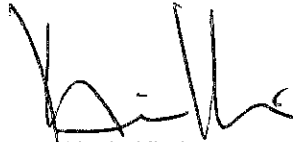
Nothing in this letter negates the Company's right to apply discretion within the parameters of the sales policies and the Merit Pay Plan.

Sincerely,

Agreed:



John S. Hanchek
Company Chairperson



Kevin Kimber
CWA Representative

August 9, 2019

Mr. Kevin Kimber
CWA Staff Representative – District 3
2180 West State Road 434, Suite 1130
Longwood, Florida 32779

Re: Extenuating Circumstances

Dear Mr. Kimber:

This letter will confirm the Company's commitment to consider extenuating circumstances brought to its attention such as death in family, personal hardship and significant joint Company/Union business, when an employee is faced with severe disciplinary action. Based on review of the circumstances, senior management will determine if an adjustment to the discipline is warranted.

Sincerely,



John S. Hanchek
Company Chairperson



Kevin Kimber
CWA Representative

August 9, 2019

Mr. Kevin Kimber
CWA Staff Representative – District 3
2180 West State Road 434, Suite 1130
Longwood, Florida 32779

Re: Moving Expense – Relocation Allowance

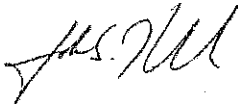
Dear Mr. Kimber:

This letter will confirm our agreement that for employees who are permanently transferred by Management to a new reporting home office, except in the case of reemployment following layoff, may:

- (a) elect to receive reimbursement for reasonable moving costs incurred not to exceed \$10,000.00, less applicable taxes, if they are required, in the judgment of the Company, to relocate their residence as a result of the transfer; or
- (b) elect to receive a relocation allowance of \$3,500.00, less applicable taxes, if the new reporting headquarters* is more than 35 miles from the employee's present permanent reporting headquarters and such transfer results in an increase in the employee's present commute to and from work.

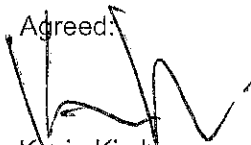
*Headquarters is defined as the last address of the sales office's former physical location.

Sincerely,



John S. Hanchek
Company Chairperson

Agreed:



Kevin Kimber
CWA Staff Representative

August 9, 2019

Mr. Kevin Kimber
CWA Staff Representative – District 3
2180 West State Road 434, Suite 1130
Longwood, Florida 32779

Re: New Products or Services

Dear Mr. Kimber:

This will confirm the understanding between the Company and the Union regarding new products.

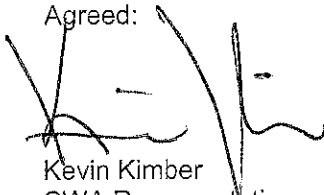
The Company agrees to share information with the Union regarding new products and services made available by the Company and will consider bargaining unit Sales Representative (Business Advisors) as a channel for such products and services.

Sincerely,



John S. Hanchek
Company Chairperson

Agreed:



Kevin Kimber
CWA Representative

August 9, 2019

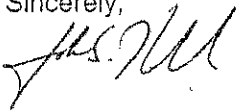
Mr. Kevin Kimber
CWA Staff Representative – District 3
2180 West State Road 434, Suite 1130
Longwood, Florida 32779

Re: Reduction in Force Notification

Dear Mr. Kimber:

This is to confirm the Company's commitment that in the event of a reduction in force, the company will notify the union prior to notifying affected employees. Notice to affected employees will be given in accordance with the Company's reduction in force policy.

Sincerely,

A handwritten signature in dark ink, appearing to read "J.S. Hanchek", written in a cursive style.

John S. Hanchek
Company Chairperson

August 9, 2019

Mr. Kevin Kimber
CWA Staff Representative – District 3
2180 West State Road 434, Suite 1130
Longwood, Florida 32779

Re: Sales Objectives Review Meetings

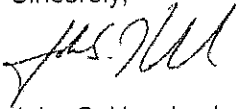
Dear Mr. Kimber:

This will confirm the understanding between the Company and the Union regarding meetings to review Sales Objectives.

The Company agrees that it will meet with the CWA District Vice President's representative periodically, to share information on sales objectives and consider input from the Union.

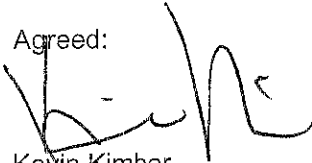
The Company retains the sole right to set objectives as stated in Article 9.2 of the Agreement.

Sincerely,



John S. Hanchek
Company Chairperson

Agreed:



Kevin Kimber
CWA Representative

August 9, 2019

Mr. Kevin Kimber
CWA Staff Representative – District 3
2180 West State Road 434, Suite 1130
Longwood, Florida 32779

Re: Special Sales Incentives/Rewards

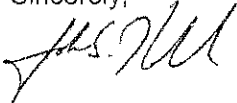
Dear Mr. Kimber:

This letter will confirm the understanding between the Company and the Union regarding discretionary sales incentives or rewards.

The Company and the Union acknowledge and support programs that recognize and reward superior performance. As has been its practice, the Company, in its sole discretion, may from time to time offer local, regional or other rewards or incentive programs, such as incentive trips and contests, beyond the compensation provided in this Agreement.

To the extent practicable, the Company will notify the Union in writing of major sales incentive initiatives prior to implementation.

Sincerely,



John S. Hanchek
Company Chairperson

Agreed:



Kevin Kimber
CWA Chairperson

August 9, 2019

Mr. Kevin Kimber
CWA Staff Representative – District 3
2180 West State Road 434, Suite 1130
Longwood, Florida 32779

Re: Paid Personal Time Carryover for 2018

Dear Mr. Kimber:

This letter confirms our agreement that bargaining unit members who are unable to use all of their 2018 paid personal time will be allowed to carry that over into 2019. This time must be utilized by the employee no later than December 31, 2019 or the time will be forfeited and is subject to the following.

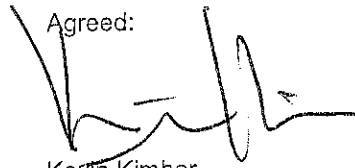
- All time taken under this exception will be paid at the base wage rate for the individual at the time it is taken.
- Employees are expected to follow policy for gaining approval for all time-off from their supervisors where required.
- Employees are required to report in a timely manner all exception time taken; there will be no carryover of these days to the following year unless required by an applicable law.

Sincerely,



John S. Hanchek
Company Chairperson

Agreed:



Kevin Kimber
CWA Representative

August 9, 2019

Mr. Kevin Kimber
CWA Staff Representative – District 3
2180 West State Road 434, Suite 1130
Longwood, Florida 32779

Re: Tuition Assistance Plan

Dear Mr. Kimber:

This letter will confirm our agreement that the Company will provide Tuition Reimbursement to employees as described in the Company's Tuition Assistance Plan for Management Employees.

The following changes become effective upon ratification, for employees covered by this collective bargaining agreement:

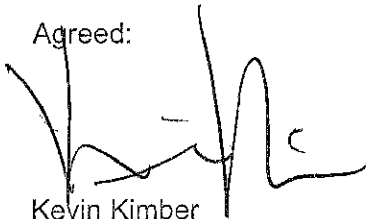
- A maximum tuition assistance reimbursement of \$8,000 per calendar year per employee.
- Employees on a final warning of disciplinary action are not eligible to participate. For purposes of tuition assistance only, a final warning shall expire no later than the end of 12 months from the date of issue.
- All regular full-time employees hired on or after November 16, 2018, must have at least eighteen months (18) of service with the Company before they are eligible to participate.

Sincerely,



John S. Hanchek
Company Chairperson

Agreed:



Kevin Kimber
CWA Chairperson

August 9, 2019

Mr. Kevin Kimber
CWA Staff Representative – District 3
2180 West State Road 434, Suite 1130
Longwood, Florida 32779

Re: Employee Assistance Program (EAP)

Dear Mr. Kimber:

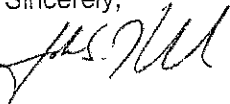
This letter confirms our mutual commitment to provide employees with ongoing information concerning work-life balance and other forms of employee assistance.

The Company and the CWA share a mutual concern for the health and well-being of employees. We recognize that personal situations may occur that negatively impact employees and their families. These situations may include financial, medical, or family related issues, such as drug and alcohol abuse, which often require professional assistance. Thryv offers its employees a wealth of resources designed to assist them in obtaining counseling, treatment, and recovery services, to name a few, through the Thryv employee assistance program.

The Employee Assistance Program offers employees, their spouses or domestic partners, and their dependents a series of resources to help manage everything from staying healthy, adopting a child to dealing with substance abuse issues. Employees can reach a counselor at 800-858-6714, 24 hours/7 days a week, who will provide the caller with up to 5 counseling sessions via telephone and provide resources and assistance with any subsequent treatment or programs the employee may want to pursue. EAP provides employees with a confidential means to discuss very difficult, and sometimes embarrassing, issues with compassion and professionalism.

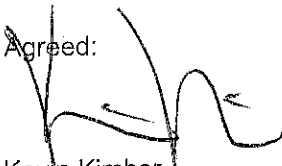
We believe it is important that our employees are aware of these services and commit to include in our New Employee Orientation and in subsequent periodic communications, the resources available to them and their families.

Sincerely,



John S. Hanchek
Company Chairperson

Agreed:



Kevin Kimber
CWA Chairperson

August 9, 2019

Mr. Kevin Kimber
CWA Staff Representative – District 3
2180 West State Road 434, Suite 1130
Longwood, Florida 32779

Re: Company/Union Trials

Dear Mr. Kimber:

This letter will confirm the commitment between Dex Media, Inc. and the Communication Workers of America regarding trials during the life of this Agreement.

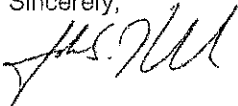
Using mutual gains/interest based bargaining techniques the parties commit to enhancing the partnership and create opportunities to improve the business through trials.

Either party may identify a trial opportunity and bring it to the other party for consideration. The Company and Union, at the bargaining level, will participate in the development and implementation of any such trial. A trial that has been determined to leave a positive impact on customer use/satisfaction, revenue growth, product enhancement, or employee satisfaction may be considered for implementation in other areas or company-wide, as appropriate. The parties agree that any permanent change must be bargained and agreed to by the Company and the Union.

The Company and Union, at the bargaining level will review the overall compensation level of the group of employees involved in a trial to determine if the aggregate payout of the trial canvass was negatively affected by the trial and whether an adjustment to compensation is appropriate.

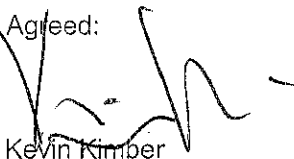
Any initiative that is developed through the trial process will not lead to layoffs or surplus during the life of this agreement.

Sincerely,



John S. Hanchek
Company Chairperson

Agreed:



Kevin Kimber
CWA Chairperson

Appendix D

Total Targeted Compensation Review

Memorandum of Agreement

Between

Thryv, Inc.

And

Communications Workers of America

TOTAL TARGETED COMPENSATION REVIEW

The parties agree to apply the following Total Targeted Compensation Review process under any sales compensation plan in effect during the 2018-2020 Collective Bargaining Agreement:

Definitions

Terms used in this document are defined in this section.

Adjustment Group: The "Adjustment Group" is the group of individual Company employees who are:

- o Eligible **Business Advisors** (defined below)
- o Or Transferred **Business Advisors** (defined below)
- o And/or Eligible **Business Advisors—FMLA** (defined below)

Individuals of the Adjustment Group must be active employees at the time of adjustment distribution.

Calculated Earnings: "Calculated Earnings" of an employee is his/her base pay at midpoint of the applicable Base Pay Range plus his/her actual incentive earnings for the measurement period.

Bargaining Unit: "Bargaining Unit" is the grouping of business advisors at the CWA District 3 Bargaining Unit level.

Eligible Business Advisors: "Eligible Business Advisors" are those business advisors in the Bargaining Unit who have:

- o 30 months or more in a Company sales position and 12 consecutive months or more in their then current position (job title and sales division) at the end of the Measurement Period and
- o On-budget days during the Measurement Period of 75% of the available on-budget days to be included in the computation.

Eligible Business Advisors—FMLA: "Eligible Business Advisors—FMLA" are business advisors who would have met the criteria for Eligible Business Advisors except for approved FMLA absence and therefore will be eligible for their prorated portion of the adjustment.

Measurement Period: The "Measurement Period" will be 26 consecutive two-week sales reporting pay periods beginning pay period 7 of each year. A Measurement Period is comprised of a standard 260 on-budget days.

On-Budget: "On-Budget" refers to selling days, i.e., days that carry a sales objective (quota). Holidays, vacations, leave of absence, training, and/or any form of "lost" time are not considered on-budget days.

Prorate Factor: The "Prorate Factor" is calculated by dividing the individual "on-budget" days (including days lost for approved FMLA) by 260 days.

Total Targeted Compensation: "Total Targeted Compensation" is set out in Article 9.5 of the Collective Bargaining Agreement.

Transferred Business Advisors: "Transferred Business Advisors" are business advisors who were in a sales position at the beginning of the Measurement Period, who transfer to another job title within the Company during the Measurement Period, and otherwise who would have met the criteria for Eligible Business Advisors and therefore will be eligible for their prorated portion of the adjustment.

Total Targeted Compensation Application

The Company will manage sales compensation in such a manner to ensure that at least 50% of Eligible Business Advisors will achieve Total Targeted Compensation, subject to the following conditions:

- o Sales compensation will be evaluated at a Bargaining Unit level and will be applicable to all sales job titles.
- o The sum of the New Issue (NI) revenue of the group of Eligible Business Advisors for the Measurement Period must at least equal the sum of the Present Issue (PI) revenue of that group of Eligible Business Advisors for accounts credited during the Measurement Period. If the Company discovers material irregularities in reported PI and associated NI during the closing period that results in qualification or disqualification for an Adjustment Computation, the Company has the right to adjust the reported PI and associated NI from those transactions. PI and associated NI on accounts that are Out-of-Business (OB), National Yellow Page Service (NYPS) transfers, or Bankruptcy (BK) credited during the Measurement Period will not be included in the Total Targeted Compensation Application calculation.
- o Within any Measurement Period, if the Company exercises its authority to change sales policies and/or organize the sales force for the specific purpose of depriving Eligible Business Advisors of an adjustment to which they would otherwise be entitled under the Total Targeted Compensation Review Process by causing NI to be less than PI, the effect of that change or those changes on whether the PI/NI requirement set forth in the above paragraph has been fulfilled shall be ignored.

Compensation Evaluation

Sales compensation evaluation will be computed at the Bargaining Unit level using Calculated Earnings of Eligible Business Advisors for the Measurement Period, as follows:

- o Determine the percentage of Eligible Business Advisors whose Calculated Earnings are greater than or equal to Total Targeted Compensation.
- o If less than 50% of Eligible Business Advisors achieve Total Targeted Compensation based on Calculated Earnings, then the Company will provide an adjustment as calculated below.

Adjustment Computation

If applicable, the adjustment will be derived at the Bargaining Unit level from Eligible Business Advisors.

- o Computation: Subtract the sum of the Calculated Earnings of the Eligible Business Advisors from the sum of the earnings that those Eligible Business Advisors would have achieved at Total Targeted Compensation. Multiply this difference times 55% to determine the amount of the adjustment to be distributed.

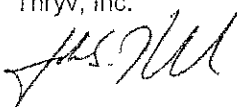
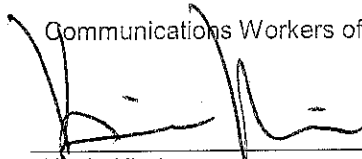
Adjustment Distribution

The dollar amount determined under "Computation" will be distributed to employees in the Adjustment Group applying the following steps:

- o Individual Portion: For each member of the Adjustment Group,
 1. Determine the individual's attainment percentage of Total Targeted Compensation by dividing the individual's Calculated Earnings by the Total Targeted Compensation for the respective job (title and pay area).
 2. Multiply the individual's attainment percentage of Total Targeted Compensation times the applicable Prorate Factor to determine each individual's prorated percentage of Total Targeted Compensation.
 3. Sum the individual prorated percentages of Total Targeted Compensation for the Adjustment Group.
 4. Divide each individual's prorated percentage of Total Targeted Compensation by the sum of the individual prorated percentages of Total Targeted Compensation for the Adjustment Group to determine the Individual Portion.
- o Individual Adjustment: Determine the Individual Adjustment by multiplying the Individual Portion by the Computation (amount of adjustment to be distributed).

Any adjustment due and paid under this Memorandum of Agreement (MOA) shall be included in earnings credited under a new compensation plan when making calculations under Article 9.4.1.

If a dispute arises between the two parties in which the language of this MOA and the language of Article 9.5 are in conflict regarding subjects covered by this MOA, the language of this MOA is controlling. Further, the parties agree that disputes arising under this MOA are subject to resolution through the grievance and arbitration procedures.

Thryv, Inc.		Communications Workers of America	
			
John S. Hanchek	Date signed	Kevin Kimber	Date signed

Appendix E

Sales Compensation Plan

Sales Compensation Plan

Sales Drive Incentive Plan Premise Business Advisors

Applicable to:

Senior Business Advisor -
Premise Business
Advisor - Premise
New Business Advisor - Premise

COMPENSATION

The following compensation plan will be effective the first full pay period following the ratification of this Collective Bargaining Agreement.

Earnings for all commissioned sales representatives shall include base wages paid bi-weekly, commissions, bonuses, paid time off, overtime pay and contest incentives.

I. Introduction

Features of the Sales Drive Incentive Plan include:

- Simple, single commission rates for renewal, increase, new/non and SEM
- Different rate bands to care for varying revenue handles
- Separate rates and bands based on assigned work location
- Monthly Bonus opportunity for achieving New sales

Consistent with previous sales compensation plans, the Company advances all incentive payments. Incentive payments are subject to offsets and are not earned until a sale is final. The Company may advance sales incentive compensation based on sales made to the client through a **business advisor** as such activity is reported in the sales reporting system. Sales incentive compensation advances are subject to adjustments based on post sale order activity. The Company reserves the right to make exceptions to this practice. These payments of estimated incentive compensation are only advances and are fully recoverable by the Company to the extent the Company later determines that such incentive compensation were not fully "earned", as defined below, or are not payable under the terms of this Plan.

Management, in its sole judgment, will establish the objectives and commission rates for every sales representative, taking into account such factors as growth objectives, market conditions, product factors, job title and account assignment.

Incentive compensation is not "earned," is not due and shall not vest until the sale is Final. A sale is not deemed Final for incentive compensation purposes unless and until the client advertising is accepted and published, the client performs in accordance with the terms and conditions of the client's contract with the Company, the client does not cancel, reduce or refuse to pay for the advertising, and the **business advisor** has complied with Company policies and procedures, including, but not limited to, Sales Policy.

Nevertheless, the Company will advance to Plan Participants incentive compensation based upon preliminary sales results. All incentive compensation that is advanced is subject to true-up and true-down and reconciliation with earned incentive compensation (once sales become Final) and thus, incentive compensation that is advanced and that is greater than what the Plan Participant actually earned will be recovered by the Company from the Plan Participant (either from future incentive compensation advances or otherwise). For example, when a

client's advertising is published with an error attributable to the Plan Participant that results in a discount being given to the client, the incentive previously advanced to the Plan Participant on the amount of the discount is not considered to be earned. That portion of the sale did not become Final and associated incentive will be deducted in the next incentive pay cycle.

In the event of commission charge-backs exceeding \$500, the amount to be debited in any one pay period will not exceed 50% of earned commissions that were to be paid for that pay period, except in a final paycheck when all charge-backs will be deducted. This shall not apply to incidents of suspected fraud nor to pay plan manipulation by the sales employee.

A Plan Participant may at any time make a payment to the Company for reimbursement of the overpayment. The amount owed when a cash payment is made may be the net amount (after taxes and deductions). This arrangement should be coordinated with HR Sales Compensation.

Any overpayment that occurred as a result of fraudulent information or inappropriate/unethical business conduct must be immediately repaid to the Company.

II. Plan Description

Compensation Overview

Your total compensation consists of the following components:

- Base Salary
- Sales Incentive Compensation

This document explains all elements of sales incentive compensation. Throughout this document, sample rates, objectives and targets are used to illustrate mechanics of the plans and do not represent actual payouts.

Note that the terms bi-weekly and pay period in the Incentive Compensation sections of this document refer to the sales calendar, as published by Sales Compensation, and not the payroll calendar.

Total Targeted Compensation – Premise

	Total Targeted Compensation by Pay Area (Annual Total)				
	<u>Pay Area 1</u>	<u>Pay Area 2</u>	<u>Pay Area 3</u>	<u>Pay Area 4</u>	<u>Pay Area 5</u>
Sr. Business Advisor	\$117,000	\$130,000	\$143,000	\$156,000	\$169,000
Business Advisor	\$81,000	\$90,000	\$99,000	\$108,000	\$117,000
New Business Advisor	\$81,000	\$90,000	\$99,000	\$108,000	\$117,000

Total Targeted Compensation is set out here to provide employees a frame of reference, but it is not guaranteed income or expected average income.

Compensation Components – Premise

A. Base Salary (Premise)

Dex Media, Inc.'s Sales Compensation Plan, which includes Base Pay Ranges, will apply to business advisors. The Sales Compensation Plan will be implemented in conjunction with Dex Media, Inc. sales policies as adjusted periodically.

1. Base salary will be paid bi-weekly.
2. Base salary will be the amount within the salary band determined for the job title and pay area.

Base Salaries

Pay Area	Business Advisor & New Business Advisor			Senior Business Advisor		
	Min	Mid	Max	Min	Mid	Max
1	\$28,800	\$36,000	\$43,200	\$50,400	\$63,000	\$75,600
2	\$32,000	\$40,000	\$48,000	\$56,000	\$70,000	\$84,000
3	\$35,200	\$44,000	\$52,800	\$61,600	\$77,000	\$92,400
4	\$38,400	\$48,000	\$57,600	\$67,200	\$84,000	\$100,800
5	\$41,600	\$52,000	\$62,400	\$72,800	\$91,000	\$109,200

B. Sales Incentive Compensation (Premise)

The Sales Drive Incentive Compensation Plan focuses on supporting Renewals, Increases and News/Nons of multi-product sales. Additionally, a **business advisor** can qualify for monthly New Customer bonuses.

Incentive compensation is advanced bi-weekly according to the sales pay period reporting calendar. Incentive payments are subject to offsets and are not earned until a sale is final.

Sales Incentive Compensation Component Details

Sales Incentive Compensation consists of the following components:

1. Commissions

- Rate bands are assigned by average estimated revenue handle for a location
- Mid-year changes in rate bands are rare, but may happen in any one or more of these situations:
 - i. Calculation is off by two or more rate bands
 - ii. Change in budgeted headcount after calculation is completed
 - iii. Market moved to a different sales team

- Bi-weekly Commission rates are applied separately to:
 - i. Renewal
 - ii. Increase
 - iii. New/Non
 - iv. SEM outside of a prepackaged bundle will be paid at the rep's renewal rate, but no lower than 25%. All SEM (renewal, increase & new) will be capped at \$10,000.

Results classification is determined at a client level.

- Commissions are paid bi-weekly on an "as sold" basis, subject to the same restrictions and adjustments as defined in the Sales Policies.
- Adjustment for greater-than 12 month print pubs for BA & SBA roles only:
 - i. An evaluation will be completed annually to determine the impact of greater-than 12 month print pubs and an adjustment factor will be established
 - ii. The adjustment factor will be applied to the base commission rates

SAMPLE BANDS

Table 1.1 Business Advisor – Premise Rate Bands (Pay Area 2):

Band	Renewal	Increase	New/Non	SEM I&N
BA – A	43%	224%	224%	43%
BA – B	37%	192%	192%	37%
BA – C	32%	176%	176%	32%
BA – D	27%	166%	166%	27%
BA – E	21%	160%	160%	25%

Note: Rates include greater-than 12 month pub rate factor

SEM outside of a prepackaged bundle will be paid at the rep's renewal rate, but no lower than 25%. All SEM (renewal, increase & new) will be capped at \$10,000.

Example (BA-P) Pay Area 2/Band A:

	Renewal	Increase	New/Non	SEM I&N	Total
Monthly NI	2,171	290	145	500	3,105
Comm Rate	43%	224%	224%	43%	
Commissions	\$ 933	\$ 650	\$ 325	\$215	\$2,123

Table 1.2 Senior Business Advisor - Premise Rate Bands (Pay Area 2):

Band	Renewal	Increase	New/Non	SEM I&N
SBA - A	21%	101%	101%	25%
SBA - B	16%	64%	64%	25%
SBA - C	11%	59%	59%	25%

Note: Rates include greater-than 12 month pub rate factor

SEM outside of a prepackaged bundle will be paid at the rep's renewal rate, but no lower than 25%. All SEM (renewal, increase & new) will be capped at \$10,000.

Table 1.3 Business Advisor - Premise & Senior Business Advisor - Premise Rate Bands:

PAY AREA 1

BUSINESS ADVISOR					SENIOR BUSINESS ADVISOR				
PI Range	Rate Band	Renewal	Increase	New	PI Range	Rate Band	Renewal	Increase	New
<\$70k	A	38%	202%	202%	<\$70k	A	19%	91%	91%
\$70k - \$80k	B	34%	173%	173%	\$70k - \$80k	B	14%	58%	58%
\$80k - \$90k	C	29%	159%	159%	\$80k - \$90k	C	10%	53%	53%
\$90k - \$100k	D	24%	149%	149%					
>\$100k	E	19%	144%	144%					

PAY AREA 2

BUSINESS ADVISOR					SENIOR BUSINESS ADVISOR				
PI Range	Rate Band	Renewal	Increase	New	PI Range	Rate Band	Renewal	Increase	New
<\$70k	A	43%	224%	224%	<\$70k	A	21%	101%	101%
\$70k - \$80k	B	37%	192%	192%	\$70k - \$80k	B	16%	64%	64%
\$80k - \$90k	C	32%	176%	176%	\$80k - \$90k	C	11%	59%	59%
\$90k - \$100k	D	27%	166%	166%					
>\$100k	E	21%	160%	160%					

PAY AREA 3

BUSINESS ADVISOR					SENIOR BUSINESS ADVISOR				
PI Range	Rate Band	Renewal	Increase	New	PI Range	Rate Band	Renewal	Increase	New
<\$70k	A	47%	247%	247%	<\$70k	A	24%	112%	112%
\$70k - \$80k	B	41%	212%	212%	\$70k - \$80k	B	18%	71%	71%
\$80k - \$90k	C	35%	194%	194%	\$80k - \$90k	C	12%	65%	65%
\$90k - \$100k	D	29%	182%	182%					
>\$100k	E	24%	176%	176%					

PAY AREA 4

BUSINESS ADVISOR					SENIOR BUSINESS ADVISOR				
PI Range	Rate Band	Renewal	Increase	New	PI Range	Rate Band	Renewal	Increase	New
<\$70k	A	51%	269%	269%	<\$70k	A	26%	122%	122%
\$70k - \$80k	B	45%	231%	231%	\$70k - \$80k	B	19%	77%	77%
\$80k - \$90k	C	38%	212%	212%	\$80k - \$90k	C	13%	71%	71%
\$90k - \$100k	D	32%	199%	199%					
>\$100k	E	26%	192%	192%					

PAY AREA 5

BUSINESS ADVISOR					SENIOR BUSINESS ADVISOR				
PI Range	Rate Band	Renewal	Increase	New	PI Range	Rate Band	Renewal	Increase	New
<\$70k	A	56%	292%	292%	<\$70k	A	28%	132%	132%
\$70k - \$80k	B	49%	250%	250%	\$70k - \$80k	B	21%	83%	83%
\$80k - \$90k	C	42%	229%	229%	\$80k - \$90k	C	14%	76%	76%
\$90k - \$100k	D	35%	215%	215%					
>\$100k	E	28%	208%	208%					

SEM outside of a prepackaged bundle will be paid at the BA/SBA renewal rate, but no lower than 25%. All SEM (renewal, increase & new) will be capped at \$10,000.

Table 1.4 New Business Advisor - Premise Rate Bands:

Pay Area	Renewal	Increase	New/Non
1	60%	175%	175%
2	65%	195%	195%
3	75%	215%	215%
4	90%	230%	230%
5	95%	250%	250%

All SEM, both new, increase & renewal outside of a prepackaged bundle will be paid 25%. All SEM (renewal, increase & new) will be capped at \$10,000.

Example (NBA-P) Pay Area 2:

	Renewal	Increase	New/Non	Total
Monthly NI	500	290	2,145	2,605
Comm Rate	65%	195%	195%	
Commissions	\$325	\$566	\$4,183	\$5,074

2. Performance Bonus (New Customer Bonus)

In addition to the bi-weekly commissions, a BA can also qualify for a monthly New Customer bonus.

- Monthly New Customer Bonus
 - a. Paid every 2 pay periods (13 per year, distinct from Sales Comp Calendar months)
 - b. Bonus amount tiered based on the number of new sales and/or new sales \$
 - c. Minimum \$75 for new customer sale to count as a # sold
 - d. New customer may count as 1.5 sales if it contains a Thryv sale of \$198 or better

- The Monthly New Customer bonus which is paid out every 2 pay periods has two opportunities to achieve new sales bonus payout:
 - a. If achieve target for New Sales # **OR** \$ target - Bonus amount is in "Hit 1" column
 - b. If achieve target for New Sales # **AND** \$ target - Bonus amount is in "Hit 2" column

New Customer Bonus Tiers

Table 1.5 New Customer Bonus Tiers For BA-P By Pay Area:

PAY AREA 1				PAY AREA 2			
Business Advisor				Business Advisor			
# of New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus	# of New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus
>= 7.0	>= 1,400	1,620	2,025	>= 7.0	>= 1,400	1,800	2,250
6.5	1,300	1,555	1,940	6.5	1,300	1,725	2,160
6.0	1,200	1,485	1,855	6.0	1,200	1,650	2,065
5.5	1,100	1,420	1,770	5.5	1,100	1,575	1,970
5.0	1,000	1,350	1,690	5.0	1,000	1,500	1,875
4.5	900	1,285	1,605	4.5	900	1,425	1,785
4.0	800	1,215	1,520	4.0	800	1,350	1,690
3.5	700	1,150	1,435	3.5	700	1,275	1,595
3.0	600	1,080	1,350	3.0	600	1,200	1,500
2.5	500	890	1,115	2.5	500	990	1,225
2.0	400	700	870	2.0	400	775	975
< 2.0	< 400	-	-	< 2.0	< 400	-	-

PAY AREA 3				PAY AREA 4				PAY AREA 5			
Business Advisor				Business Advisor				Business Advisor			
# of New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus	# of New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus	# of New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus
>= 7.0	>= 1,400	1,980	2,475	>= 7.0	>= 1,400	2,160	2,700	>= 7.0	>= 1,400	2,340	2,925
6.5	1,300	1,900	2,370	6.5	1,300	2,070	2,590	6.5	1,300	2,245	2,905
6.0	1,200	1,815	2,270	6.0	1,200	1,980	2,475	6.0	1,200	2,145	2,580
5.5	1,100	1,735	2,165	5.5	1,100	1,890	2,365	5.5	1,100	2,050	2,560
5.0	1,000	1,650	2,065	5.0	1,000	1,800	2,250	5.0	1,000	1,950	2,440
4.5	900	1,570	1,960	4.5	900	1,710	2,140	4.5	900	1,855	2,315
4.0	800	1,485	1,855	4.0	800	1,620	2,025	4.0	800	1,755	2,195
3.5	700	1,405	1,755	3.5	700	1,530	1,915	3.5	700	1,660	2,070
3.0	600	1,320	1,650	3.0	600	1,440	1,800	3.0	600	1,560	1,950
2.5	500	1,090	1,360	2.5	500	1,190	1,485	2.5	500	1,285	1,610
2.0	400	855	1,065	2.0	400	930	1,165	2.0	400	1,010	1,260
< 2.0	< 400	-	-	< 2.0	< 400	-	-	< 2.0	< 400	-	-

Month = 2 pay periods
 No interpolation between tiers

THRESHOLDS were LOWERED for # and \$'s to achieve bonus as follows for BA's:

PAY AREA 1				PAY AREA 2				PAY AREA 3			
Business Advisor				Business Advisor				Business Advisor			
# of New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus	# of New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus	# of New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus
>= 6.5	>= 1,325	1,620	2,025	>= 6.5	>= 1,325	1,800	2,250	>= 6.5	>= 1,325	1,980	2,475
6.0	1,225	1,555	1,940	6.0	1,225	1,725	2,160	6.0	1,225	1,900	2,370
5.5	1,125	1,485	1,855	5.5	1,125	1,650	2,065	5.5	1,125	1,815	2,270
5.0	1,025	1,420	1,770	5.0	1,025	1,575	1,970	5.0	1,025	1,735	2,165
4.5	925	1,350	1,690	4.5	925	1,500	1,875	4.5	925	1,650	2,065
4.0	825	1,285	1,605	4.0	825	1,425	1,785	4.0	825	1,570	1,960
3.5	725	1,215	1,520	3.5	725	1,350	1,690	3.5	725	1,485	1,855
3.0	625	1,150	1,435	3.0	625	1,275	1,595	3.0	625	1,405	1,755
2.5	525	1,080	1,350	2.5	525	1,200	1,500	2.5	525	1,320	1,650
2.0	425	890	1,115	2.0	425	990	1,225	2.0	425	1,090	1,360
1.5	325	700	870	1.5	325	775	975	1.5	325	855	1,065
< 1.5	< 325	-	-	< 1.5	< 325	-	-	< 1.5	< 325	-	-

PAY AREA 4				PAY AREA 5			
Business Advisor				Business Advisor			
# of New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus	# of New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus
>= 6.5	>= 1,325	2,160	2,700	>= 6.5	>= 1,325	2,340	2,925
6.0	1,225	2,070	2,590	6.0	1,225	2,245	2,805
5.5	1,125	1,980	2,475	5.5	1,125	2,145	2,680
5.0	1,025	1,890	2,365	5.0	1,025	2,050	2,560
4.5	925	1,800	2,250	4.5	925	1,950	2,440
4.0	825	1,710	2,140	4.0	825	1,855	2,315
3.5	725	1,620	2,025	3.5	725	1,755	2,195
3.0	625	1,530	1,915	3.0	625	1,660	2,070
2.5	525	1,440	1,800	2.5	525	1,560	1,950
2.0	425	1,190	1,485	2.0	425	1,285	1,610
1.5	325	930	1,185	1.5	325	1,010	1,260
< 1.5	< 325	-	-	< 1.5	< 325	-	-

Table 1.6 New Customer Bonus Tiers For SBA-P By Pay Area:

PAY AREA 1				PAY AREA 2			
Senior Business Advisor				Senior Business Advisor			
# of New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus	# of New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus
>= 7.0	>= 1,400	1,250	1,565	>= 7.0	>= 1,400	1,380	1,725
6.5	1,300	1,200	1,500	6.5	1,300	1,325	1,655
6.0	1,200	1,145	1,430	6.0	1,200	1,265	1,580
5.5	1,100	1,095	1,370	5.5	1,100	1,210	1,515
5.0	1,000	1,040	1,300	5.0	1,000	1,150	1,440
4.5	900	990	1,240	4.5	900	1,095	1,370
4.0	800	940	1,175	4.0	800	1,035	1,295
3.5	700	885	1,105	3.5	700	980	1,225
3.0	600	835	1,045	3.0	600	920	1,150
2.5	500	730	915	2.5	500	805	1,005
2.0	400	625	780	2.0	400	690	865
< 2.0	< 400	-	-	< 2.0	< 400	-	-

PAY AREA 3				PAY AREA 4				PAY AREA 5			
Senior Business Advisor				Senior Business Advisor				Senior Business Advisor			
# of New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus	# of New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus	# of New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus
>= 7.0	>= 1,400	1,520	1,900	>= 7.0	>= 1,400	1,660	2,075	>= 7.0	>= 1,400	1,800	2,250
6.5	1,300	1,460	1,825	6.5	1,300	1,595	1,995	6.5	1,300	1,725	2,155
6.0	1,200	1,395	1,745	6.0	1,200	1,520	1,900	6.0	1,200	1,650	2,065
5.5	1,100	1,330	1,665	5.5	1,100	1,455	1,820	5.5	1,100	1,575	1,970
5.0	1,000	1,265	1,580	5.0	1,000	1,385	1,730	5.0	1,000	1,500	1,875
4.5	900	1,205	1,505	4.5	900	1,315	1,645	4.5	900	1,425	1,780
4.0	800	1,140	1,425	4.0	800	1,245	1,555	4.0	800	1,350	1,690
3.5	700	1,080	1,350	3.5	700	1,180	1,475	3.5	700	1,275	1,595
3.0	600	1,015	1,270	3.0	600	1,105	1,380	3.0	600	1,200	1,500
2.5	500	885	1,105	2.5	500	970	1,215	2.5	500	1,050	1,315
2.0	400	760	950	2.0	400	830	1,040	2.0	400	900	1,125
< 2.0	< 400	-	-	< 2.0	< 400	-	-	< 2.0	< 400	-	-

Month = 2 pay periods
No interpolation between tiers

THRESHOLDS were LOWERED for # and \$'s to achieve bonus as follows for SBA's:

PAY AREA 1				PAY AREA 2				PAY AREA 3			
Senior Business Advisor				Senior Business Advisor				Senior Business Advisor			
# of New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus	# of New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus	# of New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus
>= 6.5	>= 1,325	1,440	1,800	>= 6.5	>= 1,325	1,585	1,980	>= 6.5	>= 1,325	1,750	2,190
6.0	1,225	1,405	1,755	6.0	1,225	1,555	1,945	6.0	1,225	1,710	2,140
5.5	1,125	1,345	1,680	5.5	1,125	1,485	1,855	5.5	1,125	1,635	2,045
5.0	1,025	1,280	1,600	5.0	1,025	1,415	1,770	5.0	1,025	1,560	1,950
4.5	925	1,220	1,525	4.5	925	1,345	1,680	4.5	925	1,480	1,850
4.0	825	1,155	1,445	4.0	825	1,275	1,595	4.0	825	1,405	1,755
3.5	725	1,095	1,370	3.5	725	1,210	1,515	3.5	725	1,330	1,665
3.0	625	1,030	1,290	3.0	625	1,140	1,425	3.0	625	1,255	1,570
2.5	525	970	1,215	2.5	525	1,070	1,340	2.5	525	1,180	1,475
2.0	425	780	975	2.0	425	865	1,080	2.0	425	950	1,190
1.5	325	625	780	1.5	325	690	865	1.5	325	760	950
< 1.5	< 325	-	-	< 1.5	< 325	-	-	< 1.5	< 325	-	-

PAY AREA 4				PAY AREA 5			
Senior Business Advisor				Senior Business Advisor			
# of New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus	# of New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus
>= 6.5	>= 1,325	1,910	2,390	>= 6.5	>= 1,325	2,070	2,590
6.0	1,225	1,870	2,340	6.0	1,225	2,025	2,530
5.5	1,125	1,785	2,230	5.5	1,125	1,935	2,420
5.0	1,025	1,700	2,125	5.0	1,025	1,845	2,305
4.5	925	1,620	2,025	4.5	925	1,755	2,195
4.0	825	1,535	1,920	4.0	825	1,665	2,080
3.5	725	1,455	1,820	3.5	725	1,575	1,970
3.0	625	1,370	1,715	3.0	625	1,485	1,855
2.5	525	1,285	1,605	2.5	525	1,395	1,745
2.0	425	1,040	1,300	2.0	425	1,125	1,405
1.5	325	830	1,040	1.5	325	900	1,125
< 1.5	< 325	-	-	< 1.5	< 325	-	-

Table 1.7 New Customer Bonus Tiers For NBA-P By Pay Area:

PAY AREA 1				PAY AREA 2			
New Business Advisor				New Business Advisor			
# of New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus	# of New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus
>= 7.0	>= 2,100	2,215	2,770	>= 7.0	>= 2,100	2,460	3,075
6.5	1,950	2,115	2,645	6.5	1,950	2,345	2,930
6.0	1,800	2,015	2,520	6.0	1,800	2,235	2,795
5.5	1,650	1,910	2,390	5.5	1,650	2,125	2,655
5.0	1,500	1,810	2,265	5.0	1,500	2,010	2,515
4.5	1,350	1,710	2,140	4.5	1,350	1,900	2,375
4.0	1,200	1,610	2,015	4.0	1,200	1,790	2,240
3.5	1,050	1,325	1,655	3.5	1,050	1,470	1,840
3.0	900	1,040	1,300	3.0	900	1,155	1,445
2.5	750	780	975	2.5	750	865	1,080
2.0	600	520	650	2.0	600	580	725
< 2.0	< 600	-	-	< 2.0	< 600	-	-

PAY AREA 3				PAY AREA 4				PAY AREA 5			
New Business Advisor				New Business Advisor				New Business Advisor			
# of New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus	# of New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus	# of New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus
>= 7.0	>= 2,100	2,705	3,380	>= 7.0	>= 2,100	2,950	3,690	>= 7.0	>= 2,100	3,195	3,995
6.5	1,950	2,580	3,225	6.5	1,950	2,815	3,520	6.5	1,950	3,050	3,815
6.0	1,800	2,460	3,075	6.0	1,800	2,680	3,350	6.0	1,800	2,905	3,630
5.5	1,650	2,335	2,920	5.5	1,650	2,545	3,180	5.5	1,650	2,760	3,450
5.0	1,500	2,210	2,765	5.0	1,500	2,415	3,020	5.0	1,500	2,615	3,270
4.5	1,350	2,090	2,615	4.5	1,350	2,280	2,850	4.5	1,350	2,470	3,090
4.0	1,200	1,965	2,455	4.0	1,200	2,145	2,680	4.0	1,200	2,325	2,905
3.5	1,050	1,620	2,025	3.5	1,050	1,765	2,205	3.5	1,050	1,910	2,390
3.0	900	1,270	1,590	3.0	900	1,385	1,730	3.0	900	1,500	1,875
2.5	750	955	1,195	2.5	750	1,040	1,300	2.5	750	1,125	1,405
2.0	600	635	795	2.0	600	695	870	2.0	600	750	940
< 2.0	< 600	-	-	< 2.0	< 600	-	-	< 2.0	< 600	-	-

Month = 2 pay periods
No interpolation between tiers

THRESHOLDS were LOWERED for # and \$'s to achieve bonus as follows for SBA's:

PAY AREA 1				PAY AREA 2				PAY AREA 3			
New Business Advisor				New Business Advisor				New Business Advisor			
# of New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus	# of New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus	# of New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus
>= 7.0	>= 2,100	2,215	2,770	>= 7.0	>= 2,100	2,460	3,075	>= 7.0	>= 2,100	2,705	3,380
6.5	1,950	2,115	2,645	6.5	1,950	2,345	2,930	6.5	1,950	2,580	3,225
6.0	1,800	2,015	2,520	6.0	1,800	2,235	2,795	6.0	1,800	2,460	3,075
5.5	1,650	1,910	2,390	5.5	1,650	2,125	2,655	5.5	1,650	2,335	2,920
5.0	1,500	1,810	2,265	5.0	1,500	2,010	2,515	5.0	1,500	2,210	2,765
4.5	1,350	1,710	2,140	4.5	1,350	1,900	2,375	4.5	1,350	2,090	2,615
4.0	1,200	1,610	2,015	4.0	1,200	1,790	2,240	4.0	1,200	1,965	2,455
3.5	1,050	1,325	1,655	3.5	1,050	1,470	1,840	3.5	1,050	1,620	2,025
3.0	900	1,040	1,300	3.0	900	1,155	1,445	3.0	900	1,270	1,590
2.5	750	780	975	2.5	750	865	1,080	2.5	750	955	1,195
2.0	600	520	650	2.0	600	580	725	2.0	600	635	795
< 2.0	< 600	-	-	< 2.0	< 600	-	-	< 2.0	< 600	-	-

PAY AREA 4				PAY AREA 5			
New Business Advisor				New Business Advisor			
# of New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus	# of New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus
>= 7.0	>= 2,100	2,950	3,690	>= 7.0	>= 2,100	3,195	3,995
6.5	1,950	2,815	3,520	6.5	1,950	3,050	3,815
6.0	1,800	2,680	3,350	6.0	1,800	2,905	3,630
5.5	1,650	2,545	3,180	5.5	1,650	2,760	3,450
5.0	1,500	2,415	3,020	5.0	1,500	2,615	3,270
4.5	1,350	2,280	2,850	4.5	1,350	2,470	3,090
4.0	1,200	2,145	2,680	4.0	1,200	2,325	2,905
3.5	1,050	1,765	2,205	3.5	1,050	1,910	2,390
3.0	900	1,385	1,730	3.0	900	1,500	1,875
2.5	750	1,040	1,300	2.5	750	1,125	1,405
2.0	600	695	870	2.0	600	750	940
< 2.0	< 600	-	-	< 2.0	< 600	-	-

III. Incentive Calculation Examples

Note: All examples, including amounts and rates, are for illustration only. Where appropriate, values are rounded (up/down) to the nearest dollar and percent attainment.

Biweekly Commission Example (BA-P in Pay Area 2, Rate Band A)

Results	Total NISD	Commission Rate	Commission
Renewal	\$ 500	43%	\$ 215
SEM*	\$ 600	43%	\$ 258
Increase	\$ 200	224%	\$ 448
New/Non	\$ 600	224%	\$ 1,344
Total NISD	\$ 1,900		\$ 2,265

*The SEM product sold in this example was a standalone SEM. The commission is calculated at the renewal rate for the assigned rate band which is 40% in this case.

Biweekly Commission Example (SBA-P in Pay Area 2, Rate Band A)

Results	Total NISD	Commission Rate	Commission
Renewal	\$ 500	21%	\$ 105
SEM*	\$ 600	25%	\$ 150
Increase	\$ 200	101%	\$ 202
New/Non	\$ 600	101%	\$ 606
Total NISD	\$ 1,900		\$ 1,063

*The SEM product sold new was a standalone SEM. The commission on this SEM sale would be calculated at the minimum rate of 25%.

Definitions

Base Pay

Base pay is a fixed amount of compensation for a specified position. Base pay does not include compensation such as incentives, bonuses, or awards.

BOTS

The Book on the Street (BOTS/PI) value represents the dollar amount of advertising revenue in the current product issue.

Canvass Cycle

All sales territories are organized into markets and are then divided into sales canvasses. The reasons for establishing sales canvasses include, but are not limited to, resource planning, deadline compliance, client satisfaction, and workflow management.

Client Complaints and Errors

Errors reported on the Client Complaint Sales Report for which negative adjustments to NISD revenue are made.

Fiscal Year

Fiscal year is the cumulative number of periods defined as a reporting year.

Measurement Period

Measurement period is the time frame in which results will be accumulated for incentive calculation.

NISD

New Issue Street Directory (NISD/NI) is the dollar amount of advertising revenue sold during the specific sales canvass.

Pay Period

Pay period is the monthly calendar period established for reporting incentive compensation related information.

Qualifiers

Qualifiers are additional requirements that must be achieved in order to have incentive compensation advanced.

Recurring Revenue

Recurring revenue represents renewal revenue up to the value of the BOTS plus increase over and above the BOTS.

Retention Revenue

Retention revenue is renewal revenue up to the value of the BOTS. This amount is used in the retention revenue incentive calculation.

Rounding Convention

Rounding convention is the mathematical expression of numeric information used throughout the sales incentive compensation program. The rounding convention used expresses numbers to the nearest tenth of one percent (e.g. xxx.x%).

Split Sales

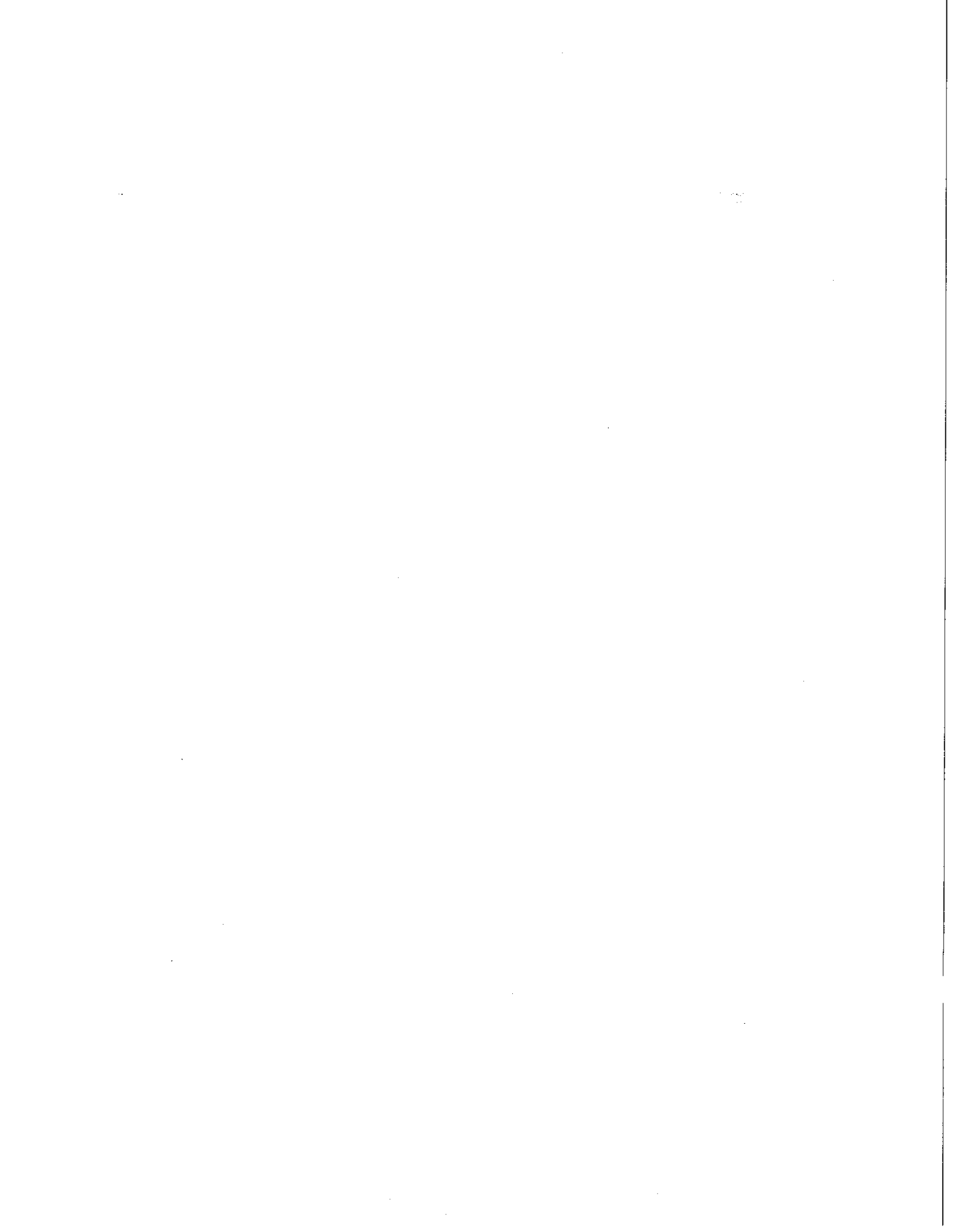
When two or more Sales Units/Channels participate in completing a sales transaction, reporting of the transaction will follow the policy as defined in the Sales Policy-Market Assignment Guidelines (SP-MAG) document.

Threshold

Threshold is the minimal level of performance that must be achieved before incentives are advanced.

2019 Wellness Program

The Company and Union agree that in the event the Company offers a Wellness Program for 2019 to its management employees as a component of its 2019 medical plan, the employees covered under this Agreement will be offered the same program; subject to the same eligibility requirements and terms and conditions as its management employees.



DexYP Severance Program

Effective January 1, 2018

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Introduction to your Severance Program

The DexYP Severance Program (the "**Plan**" or "**Severance Program**") as amended and restated herein is effective January 1, 2018 (the "**Effective Date**").

The **Severance Program** provides you with severance pay and certain other benefits if you separate from service with the **Company** under specific circumstances described in this plan document and summary plan description.

About this document

This summary plan description ("**SPD**") describes the severance benefits available to eligible employees who are notified of a **Qualifying Separation** (as defined below) on or after the **Effective Date**. Notification occurs on the first day of your **Notification Period**.

The **Severance Program** as set forth in this document supersedes all pre-**Effective Date** versions of any DexYP severance program and all predecessor severance program(s) maintained by Dex Media, Dex Media Holdings, SuperMedia Inc. or Dex One Corporation or their respective affiliates or predecessors. However, this **Severance Program** does not apply to you if you are covered by any other **Company** severance plan, including the YP Severance Program.

This **SPD** can help you better understand and use your benefits. It is intended to comply with U.S. Department of Labor requirements and other applicable federal laws and applicable state laws. The **Plan** is not intended to supersede any written employment agreements to the extent such agreements exist. This document is intended to constitute both the **Plan's** written plan document and the summary plan description under ERISA.

In setting forth the terms of the **Severance Program** in this **SPD**, every attempt has been made to make this **SPD** consistent with applicable collective bargaining agreements, if any. To the extent that there's a conflict between this **SPD** and your collective bargaining agreement, if applicable, the collective bargaining agreement shall govern.

References to the "**Company**" in this **SPD** mean Dex Media Holdings, Inc. and its subsidiaries that are **Participating Companies** in the Plan. In addition to Dex Media Holdings, Inc., **Participating Companies** include Dex Media, Inc.

References to "you" or "your" refer to a covered employee only. Other terms have the meaning specified in this **SPD**. Such terms appear in bold face throughout the text.

Severance Program contacts

Contact the Dex Media Severance Administration Team via email at AskHR@dexmedia.com for:

- Information on how the **Plan** works
- To verify eligibility for severance benefits
- To ensure your completed **Legal Release** has been received by the **Company**

Eligibility

You are eligible under this Plan if...

You are employed directly by a **Participating Company**, have at least one day of service, and are included in one of the following **Eligible Classifications**:

- Regular full-time or part-time (scheduled to work 20 or more hours per week on an indefinite basis) salaried or non-bargained for hourly employee, below the Executive Vice President Career Level, or
- Union-represented employee covered by a collective bargaining agreement that expressly provides for participation in this Plan (e.g., "in the same manner as they are provided to the Company's management employees"), with eligibility determined by the terms of the collective bargaining agreement.

You are not eligible under this Plan if...

- You are a non-bargained for employee at or above the Executive Vice President Career Level.
- You are an employee classified as an intern.
- You are an employee who is subject to an employment agreement with the **Company**.
- You are a union-represented employee who is not covered by a collective bargaining agreement that expressly provides for participation in this Plan.
- You are a temporary, project, supplemental, contract, seasonal, occasional, or contingent employee, or any other individual retained for a fixed duration.
- You are classified by the **Company** as an independent contractor or consultant, regardless of what any other person or authority may determine about your employment status.
- You are a service provider whose pay is reported on Internal Revenue Service (IRS) Form 1099 rather than IRS Form W-2, without regard to any retroactive change in such reporting.
- You are paid through the accounts payable system rather than the payroll system of the **Company**.
- You are paid by either a third-party temporary services company (a temp agency) or a third-party service provider that is not a **Participating Company**.
- You are retained by the **Company** under a contract or agreement that specifies that you are not eligible for benefits under **Company**-provided severance plans, or that you are not eligible to participate in this Plan.
- You are on an approved long-term disability (LTD).
- You are on an unapproved absence from work.
- You refuse to work during your **Notification Period** when asked to do so.
- You choose to terminate your employment prior to receiving your official separation package (**Day One Notification**) from the **Company**.
- You are not included within an **Eligible Classification** as described above.

If you are included in one or more of the ineligible classifications listed above, you will not be covered by the **Severance Program** for the period in which you are included in the ineligible classification, regardless of any retroactive change in your classification by or pursuant to an order of any governmental or other authority (such as a court or the IRS).

When eligibility ends

Eligibility ends when your employment with the **Company** ends for any reason (including retirement or death), or when you transfer to or otherwise become a member of an ineligible class described in the "You are not eligible under this Plan if" section above.

Separations

Qualifying Separations

To receive **Severance Program** benefits, you must experience a **Qualifying Separation**. You have a **Qualifying Separation** if the **Company** presents you with a separation package in connection with:

- The **Company's** termination of your employment for business reasons (either individually or as part of a larger reduction in force), or
- Your voluntarily termination of employment due solely to your refusal to accept a **relocation**.

If you indicate a willingness to be involuntarily terminated in connection with a reduction in force or similar staffing exercise, you will be considered to experience a **Qualifying Separation** only if you are actually selected by the **Company** to be involuntarily terminated and the **Company** presents you with a separation package (**Day One Notification**). Your voluntary termination of employment at or about the time of the reduction in force will not be considered a **Qualifying Separation**.

Notwithstanding anything to the contrary, you will not be considered to have experienced a **Qualifying Separation** if the **Company** terminates your employment **for Cause**. "**Cause**" as used in this **Plan** shall mean an employee's (a) breach, violation or contravention of, or other act or omission that would subject him or her to disciplinary action in accordance with (i) any legal or regulatory requirement applicable to such employee (in his or her own capacity or as an agent of the **Company**), (ii) any written agreement between such employee and the **Company**, (iii) any policy, practice, procedure or standard of conduct set forth in the **Company's** Code of Conduct, or (iv) any other material policy, practice, procedure, standard of conduct, rule, regulation or comparable requirement of the **Company** applicable to such employee; or (b) failure to perform his or her job requirements to the requisite performance standards following notice and a reasonable period to cure any identified performance deficiencies; or (c) failure to abide by or satisfy the requirements of any written performance plan applicable to such employee; in each such case, as determined by the **Company**.

You do not have a **Qualifying Separation** if you are reassigned to a position (including a different position) with the **Company**.

Neither the **Plan** nor the **Plan Administrator** determines whether you will be or have been involuntarily terminated for business reasons or **for Cause** (including poor performance) or whether you have voluntarily terminated due solely to your refusal to accept a **relocation** initiated by the **Company**. Such determinations are made in the sole discretion of the **Company** as an employer and not as a fiduciary decision.

Relocation

Relocation means a **Company**-initiated material change in your principal work location that is also considered a relocation under the **Company's** guidelines for relocations.

Notification Period

Your **Notification Period** is the uninterrupted 14 calendar day period that begins on the date you first receive a separation package for your **Qualifying Separation**. In this **Plan**, the separation package is also referred to

as your "**Day One Notification**". Your **Notification Period** is not affected or altered if you have applied or been approved for short-term disability or a leave-of-absence.

Ineligible separations

Your termination will not be considered a **Qualifying Separation** for **Plan** purposes if:

- You are not presented with a separation package (**Day One Notification**) from the **Company**.
- You are offered a position with any Dex Media company (even if such company is not a **Participating Company**) at or around the time the **Company** terminates your employment.
- It is a voluntary termination of employment for no reason or for any reason other than your refusal to accept a **relocation** imposed by the **Company**.
- It is an involuntary termination of employment that is characterized (at the time of termination or subsequently) by the **Company** as a termination for misconduct or **for Cause** (including, but not limited to, a termination for poor performance), regardless of any contrary characterization or re-characterization of your termination by any other person or governmental authority (such as a court) for any other purpose.
- You do not have a period of unemployment following your termination of employment with the **Company**. For example:
 - You transfer or terminate employment so that you can begin another position with any of the following:
 - The same **Company**
 - Another **Related Employer** (whether or not it is a **Participating Company**). A **Related Employer** is any corporation, partnership, joint venture or other entity in which Dex Media Holdings, Inc. or its subsidiaries directly or indirectly hold a 10% or greater ownership interest.
 - An unrelated company or other entity that enters into a transaction with the **Company** (for example, in a purchase of stock or assets; a spin-off, reorganization or similar transaction; a contribution to a joint venture; or a contract to outsource a function previously performed in-house).
 - You transfer to or become employed by any other company or entity because of or in connection with a termination of all or part of an outsourcing arrangement, whether the arrangement ends early or follows its normal course.
- It is a voluntary or involuntary termination upon your turning down an offer of employment with an entity that enters into a transaction with the **Company** (for example, a purchase of stock or assets; a spin-off, reorganization or similar transaction; a contribution to a joint venture; or a contract to outsource a function previously performed in-house), or with a **Company** outsourcing customer or vendor.
- You revoke your **Legal Release** within 7 calendar days of signing the **Legal Release**.
- You refuse to continue to work for the **Company** during your **Notification Period**, if asked by the **Company** to do so.
- You terminate your employment for any reason prior to the beginning of your **Notification Period** and before receiving your **Day One Notification** from the **Company**.

No duplication of other severance program benefits

If you are entitled to receive a payment or benefit under this **Plan** and you are also entitled to receive a payment or benefit under similar circumstances from the **Company** or an affiliate under another plan or agreement, then the **Company** in its discretion may reduce the amount of the corresponding payment or adjust the corresponding benefit to which you or your estate would be entitled under this **Plan** if and to the extent necessary or appropriate in order to avoid a duplication of any such payment or benefit. The preceding sentence shall not apply to reduce any severance payment or benefit to the extent the **Plan Administrator** determines, following application of all applicable exemptions and exclusions, that the reduction or offset would accelerate the taxation of any payment or benefit pursuant to **Section 409A**.

Separation agreement and release

No benefits are payable under this **Plan** unless you sign and deliver the **Legal Release** to the **Plan Administrator** or its delegate by the earlier of (1) 45 days after the date of your separation from service or (2) the deadline established by the **Company**, and you do not subsequently revoke the **Legal Release**.

The **Legal Release** is a document prepared by the **Company** in its capacity as your employer (and not as a fiduciary), with terms satisfactory to the **Company** in its sole discretion. The **Legal Release** will include, among other things:

- A legally-binding release and waiver of specified claims you may have as of the date of the release relating to your employment, which will be set forth in the document.
- A deadline for delivery of the **Legal Release**.
- Other provisions as the **Company** deems necessary or appropriate to protect its reasonable business interests, such as commitments regarding confidentiality, non-solicitation and non-competition.

The **Company** may use different forms of **Legal Releases** from one business unit or **Participating Company** to another and from one employee to another, as determined by the **Company** in its sole discretion as an employer (and not as a fiduciary).

Severance Pay and Other Benefits

Overview

You will forfeit your right to severance pay and benefits if you do not sign and deliver the **Legal Release** at the time and in the manner required by the **Plan**.

You must satisfy the **Severance Program's** eligibility requirements, experience a **Qualifying Separation**, sign and deliver the **Legal Release** at the time and in the manner required by the **Plan**, and not revoke the **Legal Release**, in order to

- Receive cash severance pay as described in the "Cash severance pay" section below.
- Be eligible for career transition services as described in the "Career Services Benefits" section below.

Cash severance pay

Your cash severance pay is the amount described in the "**Severance payment calculation**" section of Appendix A or B as applicable. The **Company** will commence severance payments to you within 60 days after your separation from service or as soon thereafter as administratively practicable, and not before the

eightth calendar day following your delivery of the timely, signed **Legal Release**. Severance payments are made in equal installments that follow the **Company's** regular payroll schedule as in effect from time to time.

Career services benefits

You receive career transition counseling at no cost to you for the period described in Appendix A or B, as applicable. This service is offered through external professionals in the outplacement field who will help you find and make the transition to a position with another company, become self-employed or work as a consultant. This service can give you the competitive advantage you need to find your next position in today's market, by helping you to understand the new opportunities and pitfalls of a modern day job search; teaching you how individuals are learning about and landing opportunities today; and offering proven career strategies that could potentially shorten your job search. This service may include:

- One-on-one consulting
- Developing resumes
- Interviewing techniques
- Networking tips
- Career Resource network (CRN) online tools and resources
- Job leads and job development
- Access to SkillSoft courses
- Strategies for negotiation and evaluating job offers

COBRA and other benefits after your employment terminates

Following your termination of employment, you are not eligible to participate in any **Company** health and welfare or retirement benefit plans except as specifically provided in such plans or as required by COBRA rules or other applicable law. This is true even if you experience a **Qualifying Separation**, and even if you sign and deliver the **Legal Release** at the time and in the manner required by this **Plan**.

If you have a vested benefit in a 401(k) or pension program, that benefit will be paid according to the provisions of the applicable plan.

With respect to group health plan benefits (e.g., medical, prescription drug, dental, vision, EAP, and health care flexible spending account), you and your covered dependents will have access to continuation coverage as required by applicable COBRA rules. You will be responsible for paying the full cost of your COBRA coverage.

With respect to other types of insurance, you may be able to arrange for post-termination insurance coverage in certain circumstances by contacting the insurance carrier, administrator or vendor.

Contact information for the administrators and vendors for the **Company** benefit programs is listed in the chart below.

Benefit Plan	Administrator/ Vendor	Phone Number	Web Address
Pension	Mercer (former Dex One and former Dex Media)	888-867-5963	http://www.mypensioncenter.com/DexMedia

Benefit Plan	Administrator/ Vendor	Phone Number	Web Address
	Milliman (former SuperMedia)	866-767-1212	http://millimanbenefits.com
Savings/401(k)	Fidelity	800-835-5095	http://www.netbenefits.com
Health benefits through COBRA	DexYP COBRA Center	866-206-5751	https://mybenefits.WageWorks.com
Life Insurance	MetLife	800-638-6420	www.metlife.com/mybenefits
Accident Insurance and Critical Illness Insurance	MetLife	800-638-6420	www.metlife.com/mybenefits
Home & Auto Insurance	MetLife, Group Policy No: 0002021821	800-438-6388	https://autohome.metlife.com
	Travelers, Group Policy No: 62640	888-695-4640	https://pijas.travelers.com/affinityhome/affinityHome.html?sponsor=dexmedia
	Liberty Mutual, Group Policy No: 113377	888-698-5644	http://www.libertymutual.com/dexmedia
Group Legal Insurance	ARAG North America, Group Policy No: 17842	800-247-4184	https://www.araglegalcenter.com
Pet Insurance	Veterinary Pet Insurance (VPI), Group Policy No: 2822	877-738-7874	https://poi8.petinsurance.com/benefits/dex-yp
Tuition Assistance	EdLink/EdAssist	800-732-2235	http://tamsonline.org/dexmedia

Section 409A

The **Plan** is intended to be exempt from, or comply with, Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A"). The **Plan** will be interpreted and administered consistently with this intent. Any installment payment will be treated as a series of separate payments for purposes of Section 409A and the exceptions thereunder. In no event will any payment be made hereunder later than the end of the second calendar year following the year in which you terminated employment with the **Company**. If your severance benefits are subject to Section 409A and the period for your release consideration stretches across two

consecutive calendar years, then to the extent necessary to comply with Section 409A, the payment will be delayed until the later calendar year.

For purposes of this **Plan**, the term "separation from service" has the meaning set forth in Section 409A and the regulations issued thereunder.

Administrative information

This section contains important information about how your benefits are administered and funded.

Plan name/identification

The Plan is an employer-sponsored welfare benefit plan governed by the Employee Retirement Income Security Act of 1974 (ERISA). The official Plan name is the "Dex Media Severance Program." The purpose of the Plan is to provide severance benefits to eligible participants. The plan number for the Plan is 513.

Plan Sponsor	Dex Media Holdings, Inc. 2200 West Airfield Drive P.O. Box 619810 D/FW Airport, Texas 75261 EIN: 13-2740040
Plan Administrator (named fiduciary)	Dex Media Holdings, Inc. Employee Benefits and Asset Management Committee 2200 West Airfield Drive P.O. Box 619810 D/FW Airport, Texas 75261 972-453-7000
Initial Claims Administrator	Dex Media Severance Administration Team 2200 West Airfield Drive P.O. Box 619810 D/FW Airport, Texas 75261 972-453-7000
Participating Companies	Dex Media Holdings, Inc. and Dex Media, Inc. are Participating Companies.
Agent for Service of Legal Process	CT Corporation System 350 North St. Paul Suite 2900 Dallas, Texas 75201 Service of legal process may also be made upon the Plan Administrator.
Plan Year	January 1 through December 31

Authority of the Plan Administrator

The **Plan Administrator** has complete discretionary authority to administer and interpret the **Plan** and to decide any and all matters arising under the **Plan**, including, without limitation, the right and authority to:

- Make findings of fact.
- Determine eligibility for participation, benefits and other rights under the **Plan** and to decide all claims under the **Plan**.

- Determine whether any election or notice requirement or other administrative procedure under the **Plan** has been adequately observed.
- Determine the proper recipient, and the amount, of any **Plan** benefits.
- Remedy possible ambiguities, inconsistencies or omissions by general rule or particular decision.
- Otherwise interpret the **Plan** in accordance with its terms.

The **Plan Administrator** may delegate any or all of its authority and responsibilities under the **Plan**. To the extent the **Plan Administrator** delegates its administrative powers or duties to any other individual or entity (including the **Initial Claims Administrator**), such individual or entity shall have the discretionary authority, as described above, to exercise such powers or duties.

The **Plan Administrator** (and, to the extent applicable, its delegate) has full and absolute discretion in the exercise of each and every aspect of its authority under the **Plan**. Notwithstanding any provision of law or any explicit or implicit provision of this document or any action taken, or ruling or decision made, by the **Plan Administrator** in the exercise of any of its powers and authorities under the **Plan**, all actions, rulings and decisions shall be final and conclusive as to all parties other than the **Company**, including without limitation all employees and dependents, regardless of whether the **Plan Administrator** or one or more of its members may have an actual or potential conflict of interest with respect to the subject matter of the action, ruling, or decision. No final action, ruling, or decision of the **Plan Administrator** (or the **Initial Claims Administrator**) shall be subject to *de novo* review in any judicial proceeding; and no final action, ruling, or decision of the **Plan Administrator** (or the **Initial Claims Administrator**) may be set aside unless it is held to have been arbitrary and capricious by a final judgment of a court having jurisdiction with respect to the issue.

Funding and source of contributions

Severance pay and benefits are provided solely from the **Company's** general assets, and the right of any person to receive the benefits provided by the **Plan** shall be solely an unsecured claim against the general assets of the **Company**. No portion of the **Severance Program** is funded.

The **Company** has the absolute right in its discretion to transfer or assign its obligations to provide benefits under this **Plan** to another entity in connection with a transaction in which the **Company** transfers all or a portion of a business unit or an outsourcing arrangement, joint venture or other business transaction.

Your Rights Under ERISA

As a participant in the **Severance Program**, you are entitled to certain rights and protections under ERISA. ERISA provides that all **Plan** participants are entitled to:

- Examine, without charge, at the **Plan Administrator's** office and at other specified locations, such as worksites and applicable union halls, all documents governing the **Plan**, including applicable collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the **Plan** with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the **Plan Administrator**, copies of documents governing the operation of the **Severance Program**, including applicable collective bargaining agreements, the latest annual report (Form 5500 Series), and updated summary plan description. The **Plan Administrator** may make a reasonable charge for the copies.

In addition to creating rights for **Plan** participants, ERISA imposes duties upon the people who are responsible for the operation of the **Plan**. The people who operate your **Plan**, called "fiduciaries" of the **Plan**, have a duty to do so prudently and in the interest of you and other **Plan** participants and beneficiaries. No one, including your employer, your union or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain without charge copies of relevant documents and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of **Plan** documents or the latest annual report from the **Plan** and do not receive it within 30 days, you may file suit in a federal court. In such a case, the court may require the **Plan Administrator** to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the **Plan Administrator**. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court.

If you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about the **Severance Program**, you should contact the **Plan Administrator**.

If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the **Plan Administrator**, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or write to:

Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
U.S. Department of Labor
200 Constitution Avenue N.W.
Washington, D.C. 20210

You also may obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

If a claim is denied

Disagreements about benefit eligibility or benefit amounts can arise. The **Company** has formal claim procedures in place for the **Severance Program**. Neither the filing of a claim nor an appeal entitles you to a new deadline for delivering the signed **Legal Release**.

The chart below outlines the process that applies if you have a claim or an appeal for a **Severance Program** benefit. You may designate an authorized representative to represent you in the proceedings.

Claims Procedure	
Step 1:	
How to file a claim	<p>The Plan Administrator has delegated its authority to determine initial claims to the Dex Media Severance Administration Team. To file a claim, send a letter to:</p> <p>Dex Media Severance Administration Team 2200 West Airfield Drive P.O. Box 619810 D/FW Airport, Texas 75261</p> <p>You must include:</p> <ul style="list-style-type: none"> • A description of the benefits for which you are applying. • The reason(s) why the benefits should be granted. • Relevant documentation.
When you will be notified of the claims decision	You will be notified of the decision within 90 days after the Dex Media Severance Administration Team receives your letter (180 days, when special circumstances apply).
Failure to provide sufficient information	The Dex Media Severance Administration Team will notify you of the deadline to submit additional information, if applicable.
How you will be notified of the claim decision	<p>If your claim is approved, the Dex Media Severance Administration Team will notify you in writing.</p> <p>If your claim is denied, in whole or in part, the Dex Media Severance Administration Team will notify you in writing. The written denial notice will contain the following information:</p> <ul style="list-style-type: none"> • The specific reason(s) for the denial. • References to the Plan provisions on which the denial was based. • A description of any additional material or information you need to submit to complete the claim. • A description of the Plan's appeal procedures.
Step 2:	
About appeals and exhausting your administrative rights	Before you can bring any action at law or in equity to recover Plan benefits, you must exhaust this administrative appeal process. Specifically, you must file a timely appeal as explained in this Step 2 and the appeal must be finally denied by the Plan Administrator or its delegate.
How to file an appeal	<p>If your initial claim is denied and you want to appeal it, you must submit the appeal in writing to the Plan Administrator or its delegate within 60 days after the date your initial claim was denied. You may review pertinent documents and submit evidence and arguments in writing to the Plan Administrator or its delegate. To file your appeal, write to the Plan Administrator or its delegate at the address specified on your claim denial notice.</p> <p>Your appeal must include the following information:</p> <ul style="list-style-type: none"> • A copy of the claim denial notice. • Your reason(s) for appealing (such as a statement of why you disagree with the denial of the claim). • Any other information, documents, etc. that you believe support your appeal.
When you will be notified of the appeal decision	The Plan Administrator or its delegate will review your appeal, taking into consideration all comments, documents, records and other information you have submitted. The Plan Administrator or its delegate will notify you of its decision within 60 days receiving your appeal (120 days, when special circumstances apply).

	<p>If your appeal is approved, the Plan Administrator or its delegate will notify you in writing.</p> <p>If your appeal is denied, in whole or in part, the Plan Administrator or its delegate will notify you in writing. The written denial notice will contain the following information:</p> <ul style="list-style-type: none"> • The specific reason(s) for denial. • References to the Plan provisions on which the denial was based. • A statement regarding documents, records and other information that you are entitled to receive on request and free of charge. • A statement regarding your right to bring a civil action for benefits under ERISA Section 502(a). <p>If you want to file a suit under ERISA, you must do so within 180 days after your appeal is denied and the suit must be filed in the federal courts of Tarrant County, Texas.</p>
Step 3:	
How to proceed if necessary	The decision on your appeal is final. As a result, the Plan Administrator or its delegate will not review your matter again. You have a right to bring a civil action if your claim is denied on appeal.

Miscellaneous

Payment to others in the event of your death or incapacity

If you have satisfied all applicable requirements for the receipt of benefits under this **Plan** (including delivery of the signed **Legal Release**) and you die before the entire amount of your cash severance has been paid in accordance with the **Plan**, the unpaid portion of your cash severance will be paid to your estate but with no change in timing or form. If you have satisfied all applicable requirements for the receipt of benefits under this **Plan** (including delivery of the signed **Legal Release**) and you are a minor, or you become physically or mentally incapacitated before the entire amount of your cash severance has been paid in accordance with the **Plan**, the unpaid portion of the benefit will be paid to a person authorized to manage your affairs, as determined by the **Plan Administrator**, but with no change in timing or form. This may be your legal representative or guardian, your spouse, a child, a parent or other blood relative, or someone with whom you live. Any such payment to your estate or to a person authorized to manage your affairs will completely discharge the obligation of the **Company** under the **Plan**.

No assignment of benefits

Except as described under "**The Company's right of recovery**" below or as required by law, your **Severance Program** benefits belong to you and may not be sold, assigned, transferred, pledged, garnished or encumbered and shall not be liable for or subject to debts, contracts, liabilities, engagements or torts of any person. Any attempt to do so shall be void. This does not prohibit the direct deposit of **Plan** benefits to your savings, checking or other deposit account or the payment of benefits to your estate in the event of your death or to others as described under the "**Payment to others**" section.

No vested rights

All terms of the **Plan** are legally enforceable. However, the **Plan** is not a contract of employment or guarantee of any particular benefit. No individual has a vested right to eligibility for or payment of any benefit under this **Plan**, except for benefits which have become due and payable in accordance with the express terms of the **Plan**.

Impact of re-employment

If you become entitled to **Plan** benefits following your termination and you are re-employed by the **Company** (or by another company under circumstances that would have otherwise resulted in you not having a **Qualifying Separation** as described in the "**Ineligible separations**" section above), the special rules described below may apply. These special rules will apply only if your re-employment occurs during your **Severance Benefit Period** (defined in Appendix A and B).

- Any Company-paid career services benefits not yet rendered will immediately cease.
- The portion of your severance benefit that has not been paid at the time of your re-employment will be forfeited.

Your reemployment will not affect the **Legal Release** you signed. Your **Legal Release** will remain enforceable, to the extent allowed by law.

Your **Severance Benefit Period** begins at the end of the month in which your employment with the **Company** is terminated, and spans the number of full (7-day) weeks calculated as described in Appendix A or Appendix B, whichever applies to you.

The Company's right of recovery

If, for any reason, a benefit is paid that is larger than the amount allowed by the **Severance Program**, the **Company** has a right to recover the excess amount from you (or from the person or agency that received or holds this benefit). This excess amount is subject to a constructive trust in favor of the **Company**. The person receiving or holding **Plan** benefits must produce any instruments or papers necessary to ensure this right of recovery.

The **Plan Administrator** is authorized to determine whether you owe any amount of money (including any amount due as the result of a benefit overpayment) to the **Company** or to any benefit plan maintained by the **Company** and, if so, to determine the precise amount you owe. If the **Plan Administrator** determines that you owe any amount, then the amount of your severance payment may be reduced by the amount you owe. The **Plan Administrator** also shall have the authority and discretion, if the amount you owe exceeds your severance payment, to cause the amount of any other cash benefit under any other program (including, without limitation, any cash in lieu of notice) to likewise be offset by the amount you owe, to the extent it exceeds your severance payment.

The preceding paragraphs shall not apply to reduce any severance payment or benefit to the extent the **Plan Administrator** determines, following application of all applicable exemptions and exclusions, that the reduction or offset would accelerate the taxation of any payment or benefit pursuant to **Section 409A**.

The Company's right to use your social security number for administration of benefits

The **Company** retains the right to use your social security number for benefit administration purposes, including tax reporting. State laws which restrict the use of social security numbers for benefit administration purposes do not apply to ERISA-covered plans such as this **Severance Program**.

Plan amendment and termination/reservation of rights

The **Company** has the absolute right in its discretion to amend, modify, suspend or terminate the **Severance Program**, in whole or in part, at any time and with or without advance notice to participants. Any amendment, modification or termination of the **Plan** must be adopted in writing by the **Plan Administrator**.

Except as expressly provided in a particular amendment to the **Plan**, any individual who does not complete at least one hour of active employment with the **Company** on or after the effective date of the amendment shall have his or her benefits, if any, determined only in accordance with the provisions of the **Plan** as in effect before the effective date of the amendment.

If a change in control (as defined by the DexYP Savings Plan) of the **Company** occurs, the **Plan** may not be amended or terminated during the one-year period following the change in control.

As a matter of prudent business planning, the **Company** is continually reviewing and evaluating various proposals for changes in its benefit programs, including severance and retirement benefits. Some of these proposals, if finally approved and implemented, might be more advantageous or less advantageous than this current **Severance Program**. Because of the need for confidentiality, such proposals are not evaluated below high levels of senior management. Managers, supervisors and employees below such levels do not know whether the **Company** will or will not adopt any future benefit changes and/or new benefit programs and are not in a position to speculate about such changes or new programs. Unless and until the **Company** formally announces such changes, no one is authorized to give assurances that such changes will or will not occur.

If you separate from service and receive severance benefits under this **Plan** or any other **Company** plan, you acknowledge and understand that the **Company** and/or affiliates can adopt new or modified programs or benefits in the future that may be more or less advantageous than this current **Plan** and other **Company** benefit plans, depending on individual circumstances. You should not expect or assume that any new or modified programs or benefits will be extended on a retroactive basis to anyone who separates from service and receives benefits under this **Plan** or any other **Company** plan.

Appendix A

If you are an eligible employee who is in the role of National, Premise, or Market Expansion Sales Director or a Career Level below Director on the date you receive your **Day One Notification**, your severance payment and **Severance Benefit Period** will be determined as provided in this Appendix A (provided you qualify for separation benefits and complete all activities by the established deadlines).

Years of service

Your service with the Company is used in the severance payment and **Severance Benefit Period** calculations below. Your full and partial year(s) of service for Plan purposes are based on your credited service through your last day of work as contained in the **Company's** employment records (but excluding service as an intern, temp, or other non-regular position). If you previously received a severance or separation benefit (including an incentive pension benefit) under this **Plan** or any other plan or program, service before your most recent hire/rehire date will **not** be counted in your credited service.

As used in the severance pay and **Severance Benefit Period** calculations:

- A full year of service does not include a partial year of service.
- If you also have a partial year of service, a **prorated amount** is used. The **prorated amount** is:
 - One, if your partial year of service is at least one day, but not more than six months.
 - Two, if your partial year of service is more than six months.

Severance payment calculation

Subject to minimum and maximum severance payment amounts noted below, the total severance pay amount you will receive is equal to your **weekly compensation**, times the sum of:

Two (2) TIMES Your full year(s) of service

PLUS

The **prorated amount** for a partial year of service

The minimum and maximum severance payment amounts are determined on the date you receive your **Day One Notification**.

- The minimum severance payment is six (6) *times* your weekly compensation.
- The **maximum** severance payment is twenty-six (26) *times* your **weekly compensation**.

Your severance pay will be paid in installments in accordance with the payment provisions described on page 5 of this **SPD** under the caption **Cash severance pay**.

Weekly compensation

Your **weekly compensation** is determined as of the date you receive your **Day One Notification**, as follows:

- If you are classified as a salaried non-sales employee in the **Company's** records, your **weekly compensation** is your annual base pay divided by 52.
- If you are classified as a salaried sales employee in the **Company's** records, your **weekly compensation** is your annual base pay divided by 52.

- If you are an hourly employee, your **weekly compensation** is your final regular hourly base rate of pay multiplied by 40.
- If you are a part-time employee, your **weekly compensation** is your final weekly compensation multiplied by your full-time equivalent fraction.

Severance Benefit Period

If you are re-employed during your **Severance Benefit Period**, certain special rules may apply as described in the "Impact of re-employment" section of the **Plan**. These rules may result in a forfeiture of your severance benefit. Subject to the minimum and maximum **Severance Benefit Period** noted below, the number of weeks in your **Severance Benefit Period** is equal to :

Two (2) **TIMES** Your full **year(s) of service**

PLUS

The **prorated amount** for a partial year of service

The minimum and maximum **Severance Benefit Periods** are determined on the date you receive your **Day One Notification**.

- The minimum Severance Benefit Period is six (6) *weeks*.
- The maximum Severance Benefit Period is twenty-six (26) *weeks*.

Examples

Formula	Example 1: Assume you have 10 years and 3 months of service, and your weekly compensation is \$1,000	Example 2: Assume you have 10 years and 7 months of service, and your weekly compensation is \$1,000.
Multiplier	2	2
X	X	X
Full Year(s) of service	10 = 20	10 = 20
+	+	+
Prorated amount	1	2
= Total	= 21	= 22
Your severance payment	21 x \$1,000 = \$21,000	22 x \$1,000 = \$22,000
Severance Benefit Period	21 x 1 week = 21 weeks	22 x 1 week = 22 weeks

Taxes on your severance pay

Your severance pay is ordinary income for income tax purposes. The **Company** will withhold all applicable taxes required by federal, state and local governments using supplemental tax rates.

Career services benefits

Career transition services are provided at no cost to you and includes assistance with career transition consulting. This benefit expires at the earliest of:

- The date of your re-employment or death;
- 12 months after the date of your separation from the **Company**; or
- One month from the date you first engage in using the career transition services.

Appendix B

If you are an eligible employee who is a Career Level Director (including Telephone Sales Directors and Directors-Digital Sales but not including National, Premise, or Market Expansion Sales Directors), Assistant Vice President, Vice President, or Regional Vice President on the date you receive your **Day One Notification**, your severance payment and **Severance Benefit Period** will be determined as provided in this Appendix B (provided you qualify for separation benefits and complete all activities by the established deadlines).

Years of service

Your service with the Company is used in the severance payment and **Severance Benefit Period** calculations below. Your full and partial year(s) of service for **Plan** purposes are based on your credited service through your last day of work as contained in the **Company's** employment records (but excluding service as an intern, temp, or other non-regular position). If you previously received a severance or separation benefit (including an incentive pension benefit) under this **Plan** or any other plan or program, service before your most recent hire/rehire date will **not** be counted in your credited service.

As used in the severance pay and **Severance Benefit Period** calculations:

- A full year of service does not include a partial year of service.
- If you also have a partial year of service, a **prorated amount** is used. The **prorated amount** is:
 - One, if your partial year of service is at least one day, but not more than six months.
 - Two, if your partial year of service is more than six months.

Severance payment calculation

Subject to minimum and maximum severance payment amounts noted below, the total severance pay amount you will receive is equal to your **weekly compensation**, times the sum of:

Two (2) TIMES Your full year(s) of service

PLUS

The **prorated amount** for a partial year of service

The minimum and maximum severance payment amounts are determined on the date you receive your **Day One Notification**.

- The **minimum** severance payment is thirteen (**13**) **times** your **weekly compensation**.
- The **maximum** severance payment is fifty-two (**52**) **times** your **weekly compensation**.

Your severance pay will be paid in installments in accordance with the payment provisions described on page 5 of this **SPD** under the caption **Cash severance pay**.

Weekly compensation

Your **weekly compensation** is determined as of the date you receive your **Day One Notification**, and is equal to your final annual base pay divided by 52.

Severance Benefit Period

If you are re-employed during your **Severance Benefit Period**, certain special rules may apply as described in the "Impact of re-employment" section of the **Plan**. These rules may result in a forfeiture of your severance benefit. Subject to the minimum and maximum **Severance Benefit Period** noted below, the number of weeks in your **Severance Benefit Period** is equal to :

Two (2) TIMES Your full year(s) of service

PLUS

The **prorated amount** for a partial year of service

The minimum and maximum **Severance Benefit Periods** are determined on the date you receive your **Day One Notification**.

- The minimum Severance Benefit Period is thirteen (13) weeks.
- The maximum Severance Benefit Period is fifty-two (52) weeks.

Examples

Formula	Example 1: Assume you have 15 years and 3 months of service, and your weekly compensation is \$3,000	Example 2: Assume you have 15 years and 7 months of service, and your weekly compensation is \$3,000.
Multiplier	2	2
X	X	X
Full Year(s) of service	15 = 30	15 = 30
+	+	+
Prorated amount	1	2
= Total	= 31	= 32
Your severance payment	31 x \$3,000 = \$93,000	32 x \$3,000 = \$96,000
Severance Benefit Period	31 x 1 week = 31 weeks	32 x 1 week = 32 weeks

Taxes on your severance pay

Your severance pay is ordinary income for income tax purposes. The **Company** will withhold all applicable taxes required by federal, state and local governments using supplemental tax rates.

Career services benefits

Career transition services are provided at no cost to you and includes assistance with career transition consulting. This benefit expires at the earliest of:

- The date of your re-employment or death;
- 12 months after the date of your separation from the **Company**; or
- One month from the date you first engage in using the career transition services.