

**AGREEMENT BETWEEN
DEX MEDIA, INC
AND
COMMUNICATIONS WORKERS
OF AMERICA**

**EFFECTIVE OCTOBER 3, 2009
THROUGH SEPTEMBER 14, 2012**

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PREAMBLE

This agreement between the Union and the Company represents the full and complete agreement between the parties. This agreement supersedes any and all prior agreements, past practices, policies, procedures, both oral and written, between the parties. No modification to this agreement shall be effective unless signed by the above mentioned parties.

ARTICLE 1 CONTRACT CONDITIONS

THE AGREEMENT

Section 1.1 The parties hereto agree that collective bargaining shall be carried on between the authorized representatives of Dex Media, Inc. hereinafter referred to as the "Company," and the Communications Workers of America, hereinafter referred to as the "Union," concerning the terms and conditions of employment applicable to employees identified in Section 1.3 of this Article, for whom the Union is the recognized bargaining agent on the effective date of this Agreement.

No agreement shall be effective and binding upon the Company or the Union unless and until it is signed by the authorized representatives at the Company and the national level of the Union.

The Company agrees to bear the cost for the printing and distribution of the Collective Bargaining Agreement (CBA) and to provide additional copies requested by the Union at the time of printing. Further, all employees shall be furnished one (1) printed copy of the CBA. In addition the Company shall have available on their intranet site an electronic version of the full and complete CBA.

MUTUAL RESPONSIBILITY

Section 1.2 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 Union and their respective representatives at all levels will apply the terms of this Agreement fairly 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. Each party shall bring to the attention of all employees covered by this Agreement, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and to the measures they have agreed upon to ensure adherence to this purpose. The Company will introduce new employees to the designated local union representative within the first thirty (30) days of employment.

RECOGNITION

Section 1.3 With respect to rates of pay, wages, hours of employment, and other conditions of employment, the Company hereby recognizes the Union as the exclusive bargaining agent for Clerical and Production employees (hereinafter referred to as "Production employee[s]"), Directory Advertising Consultants, Account Executives, and Account Representatives who are in units represented by the Union at the time this Agreement is negotiated.

Whenever conditions are considered by the Company to warrant outsourcing or relocation of bargaining unit work, the Company agrees to give the Union ten (10) working days advance notice of the proposed decision. Upon request, the Company will meet with the Union to consider any input or suggested alternatives. The Company's decision shall be final and not subject to Union approval or arbitration.

This recognition does not extend to any new employee unit or work not currently being performed by members of the bargaining unit.

In the event the Company elects to have any new or additional work assigned to the bargaining unit, the Company will give the Union reasonable notice of its decision. Following notice and discussion with the Union, the Company may proceed to staff such work.

In the event the Company elects to establish any new products, the Company will proceed to establish such products under the terms and conditions it deems appropriate. The Company will give the Union reasonable notice of its decision to establish new products. If the Company and the Union can reach agreement regarding representation issues within ten (10) working days, the work will be assigned within the bargaining unit. If the Company and the Union cannot reach agreement regarding representation issues within the ten (10) working days, the Company may proceed to assign such work as it deems appropriate. The time in this item may be adjusted by mutual agreement.

LEGAL COMPLIANCE

Section 1.4 Should any provision of this Agreement contained herein at any time during its term be declared to be invalid, unenforceable or in violation of any federal or state law by a court of competent jurisdiction or an authoritative governmental agency, then such provision shall continue in effect only to the extent permissible under law; however, all other provisions of this Agreement shall continue in full force and effect.

NON-DISCRIMINATION

Section 1.5 The Company and the Union agree that neither party shall unlawfully discriminate against any employee because of that employee's race, national origin, religion, age, sex, sexual orientation, marital status, disability, military/veteran status or to any other extent prohibited by law.

TITLES AND REFERENCES

Section 1.6 The titles of the Articles are for assistance and ease of location of the contents of this Agreement and shall have no other meaning or substantive value.

TERM OF ARTICLES

Section 1.7 These Articles shall become effective on October 3, 2009 unless otherwise noted within the agreement, and shall remain in full force and effect until 6:00 p.m. on September 14, 2012. This Agreement will terminate on its expiration date.

SUCCESSORSHIP

Section 1.8 In the event of a merger or acquisition of Dex Media, Inc. whereby a controlling interest in Dex Media, Inc. is obtained by another company, or in the event of the sale to, or the acquisition by, another company of substantially all the assets of Dex Media, Inc. the parties agree that such company shall become the successor to Dex Media, Inc., shall be bound by the terms and conditions of this Collective Bargaining Agreement between Dex Media, Inc. and CWA, and shall assume all other duties and responsibilities of a successor (as that term is construed under the National Labor Relations Act). Dex Media, Inc. agrees to require any such successor to accept the terms of this Collective Bargaining Agreement by written notice. A copy of such notice shall be provided to CWA at least thirty (30) days prior to the effective date of any sale, transfer or assignment.

PERSONNEL RECORDS

Section 1.9 Employees may inspect their personnel records upon request. When an employee is counseled or receives a warning of suspension, demotion or discharge that is to be recorded in the employee's personnel file, the employee will be afforded an opportunity to read and review the entry.

NO STRIKE - NO LOCK OUT

Section 1.10 The Union and the employees represented by it agree there shall be no strikes, sympathy strikes, slowdowns, or stoppages of work or any other action which would curtail or impede any of the operations of the Company, and that all disputes arising during the term of this Agreement shall be settled through the grievance and arbitration provisions. Should any such interference occur, the Union agrees to immediately order such action to cease. The Company agrees it will not lockout during the term of this contract.

ARTICLE 2 DISPUTE RESOLUTION

GRIEVANCE PROCEDURE

Section 2.1 It is agreed that neither the Union, its representatives nor members, shall attempt by means other than the grievance procedure and, where applicable, the arbitration procedure, to bring about the settlement of any issue which is a subject for disposition through the grievance or arbitration

procedure. The Union agrees, in advance of a problem solving meeting, to advise the Company of the subject.

PROBLEM SOLVING STEP

Section 2.2 The Company and Union agree that it shall be the objective of both parties to settle all problems at the lowest appropriate level. Every effort will be made to resolve the problem locally between the employee and his/her manager prior to initiation of the formal grievance procedure.

Prior to filing a formal grievance a problem solving meeting may be held locally unless waived by mutual agreement of both parties. In cases of termination, either party may elect to skip this step. At this step an employee, group of employees, or a union representative will meet with the immediate manager to discuss relevant issues, share information, and seek a mutually acceptable resolution of the problem. If resolution is reached at this step, it shall not be considered as precedent-setting. A union representative may be present if requested by the employee(s).

GRIEVANCE STEP 1

Section 2.3 If a mutually satisfactory resolution of the problem is not reached in the problem solving meetings or if such meeting has been waived, a grievance shall be put in writing and formally presented to the manager within twenty-eight (28) calendar days after the date the employee first had knowledge of the circumstance that led to the grievance. The written grievance shall state the nature of the grievance and the specific portion of the Agreement allegedly violated. It shall be a mutual responsibility to meet to consider the grievance within fourteen (14) calendar days after it is presented. The Company will provide the union with a written response to the grievance within fourteen (14) calendar days after the Step 1 meeting.

GRIEVANCE STEP 2

Section 2.4 If satisfactory settlement of the grievance is not reached at Step 1, the union may appeal. The appeal will be sent to the appropriate Director. The grievance will be considered at a meeting with the appropriate Director or their designated representative.

This appeal must be made in writing within fourteen (14) calendar days after receipt of the Company's written response at Step 1 or twenty-eight (28) days after the Step 1 grievance meeting if no company response is made. It shall be a mutual responsibility to meet within fourteen (14) calendar days after it has been appealed to Step 2. A written response will be provided by the Company within fourteen (14) calendar days after the Step 2 meeting.

GRIEVANCE STEP 3

Section 2.5 If the grievance is not satisfactorily settled in Step 2, the Union may appeal. The grievance will be considered at a meeting with the Director-Labor Relations of the Company or his/her designate. This appeal must be made in writing within fourteen (14) calendar days after receipt of the Company's written response to Step 2. It shall be a mutual responsibility to meet to consider the grievance within fourteen (14) calendar days after the appeal to Step 3 has been made. The Company, as soon as practical but normally within fourteen (14) calendar days following conclusion of discussions at Step 3, shall submit a final written response of its position on the grievance to the Union. If the grieved matter is subject to arbitration, the Union may request in writing that the matter be arbitrated. The written notification of arbitration must be received by the Company within twenty-eight (28) calendar days after notification of the Company's response at Step 3. The case will be closed if the notification of arbitration is not received by the Company within twenty-eight (28) calendar days.

The grievance procedures outlined shall be followed in all circumstances unless specific deviation has been agreed to in writing by both the Company and the Union. The Company shall be under no obligation to process any grievance not submitted in compliance with the provisions of this section. The total time elapsed between the presentation of the written grievance at Step 1 and the Company's final response at Step 3 shall not exceed six (6) months or the grievance shall be considered closed.

On an individual grievance-by-grievance basis and by mutual agreement in writing, the parties may agree to waive either the problem solving meeting, Step 1 or Step 2 in the grievance procedure, but in no event shall Step 3 be omitted or bypassed.

The Company and the Union may mutually agree in writing to extend the time limits specified in the grievance procedure, provided such agreement is limited to a specific grievance and a new date is established.

After an employee or employees have referred a grievance to the Union and the Union representative has formally presented the Company with the grievance, the Company will not discuss (except in the course of any investigation conducted by the Company) or adjust such grievance directly with said employee or employees.

ARTICLE 3 MEDIATION

Section 3.1 If a grievance regarding employee discipline is not resolved in Step 3, the Union and the Company may agree to resolve the grievance through a bench mediation process.

Section 3.1a Within twenty-eight (28) calendar days after notice of appeal of the grievance, the Company and the Union may submit the grievance to a mutually agreed upon neutral third party who will conduct a bench mediation process. This process shall be informal case presentations, without witnesses of the parties' cases, by non-attorneys.

Section 3.1b If the parties resolve the grievance pursuant to this Section, the settlement shall be non-precedential and non-referable. The decision of the mediator shall not be binding upon the parties. If the parties do not resolve the grievance pursuant to this Section, the grievance must be appealed to arbitration within fourteen (14) days of the date of the mediator's decision.

Section 3.1c With respect to the bench mediation process, each party shall pay for its own expenses. The expenses and compensation of the neutral third party and the general expenses of the process shall be borne equally by the Company and the Union.

ARTICLE 4 DEMOTION, DISCHARGE, SUSPENSION OR OTHER DISCIPLINE

Section 4.1 In the event the Company demotes, disciplines, suspends, or discharges any employee, the union may appeal such action pursuant to the provisions of the grievance and arbitration procedure of this agreement. The Union will be notified when the Company has administered a formal warning, suspends or discharges an employee. Failure to notify or have the union retain a copy of the notice does not negate the discipline.

Section 4.2 For employees in Directory Advertising Consultant, Account Executive, and Account Representative functions, the employees must have twenty four (24) months or more of credited service before such action is subject to arbitration. However, the Company and the Union may agree in writing to extend the time period.

Section 4.3 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, a union representative may be present if the employee so requests. At any investigatory interview between a representative of the Company and an employee, wherein the employee reasonably believes that the information obtained may be used as the basis for disciplinary action against the interviewed employee, a union representative may be present if the employee so requests.

In discipline cases subject to arbitration, the arbitrator shall determine whether the discipline was for just cause.

ARTICLE 5 ARBITRATION

If the grievance procedure does not result in settlement of the dispute, either party may institute proceedings pursuant to this article.

ELECTION TO ARBITRATE

Section 5.1 Within twenty-eight (28) calendar days from the date of the written decision at Step 3, either party may elect to submit a grievance, which is otherwise subject to arbitration under the terms of this agreement, to arbitration. The election shall be by written notice. The written notice shall state the specific grievance and issue to be arbitrated, the contractual provision(s) involved and the remedy sought.

The parties will mutually attempt to select an arbitrator. If the parties are unable to mutually select an arbitrator, the parties shall jointly request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Services (FMCS). If the list is not satisfactory to either party, a new list can be requested. Each party is limited to requesting one (1) additional list. The parties shall each strike one (1) name from the list until one (1) name remains and that person shall arbitrate the dispute. If no application has been made to the FMCS within ninety (90) calendar days from the date of the written decision at Step 3, the dispute will be considered closed and the grievance shall not be arbitrable.

The compensation and expenses of the arbitrator and the general administrative expenses of the arbitration shall be borne equally by the Company and the Union. Each party shall be responsible for payment for time consumed by and the expenses of its representatives and witnesses.

CONDUCT OF HEARING AND DECISION OF ARBITRATOR

Section 5.2 The hearing shall be held as soon as practicable following the selection of an arbitrator, but in no event later than one hundred twenty (120) calendar days following such selection. If the selected arbitrator is unable to meet this time requirement, another arbitrator who is available to hear the matter within such time period shall be selected by the same procedure as set forth above.

The arbitration shall be confined to the issues submitted for decision, and shall not, as a part of any decision, impose upon the parties thereto any obligation to arbitrate on a subject which is not arbitrable pursuant to the terms of this agreement as subject for arbitration.

The arbitrator shall not have authority or jurisdiction: (1) to add to, subtract or modify, or disregard any provision of this agreement, and only has authority to decide matters expressly included in this Agreement; or (2) to establish or determine any new wage rate, job classification or job differential.

The arbitrator shall render a decision within forty-five (45) calendar days after the hearing is closed (if the parties mutually agree to waive briefs) or forty-five (45) days after briefs are filed and the record in the case is closed, unless the parties thereto mutually agree to an extension of such time for a decision.

The decision of the arbitrator on any matter submitted and decided in accordance herewith shall be in writing and shall be final and binding on the parties hereto as to the particular case submitted, subject to law.

ARTICLE 6 WORKING PROCEDURES

ASSIGNMENT OF WORK

The assignment of a particular title to an employee will not limit the type of work an employee may be required to perform. The Company may assign the work an employee will perform.

Section 6.1 If a Production employee is temporarily assigned to a higher rated classification for any period of time during the day the employee will be paid at the wage step that would result in at least a five percent (5%) increase. If a Production employee is temporarily assigned to a lower rated classification, that employee will be paid at his/her normal rate of pay for that day.

ASSIGNMENT OF ACCOUNTS

Section 6.2 The Company retains all rights to assign accounts to Directory Advertising Consultants, Account Executives, and Account Representatives, and to implement any practices, policies or procedures regarding the assignment of accounts. The Company will notify the Union as to its practices, policies and procedures on the assignment of accounts. The Company will discuss the practices, policies, and procedures on the assignment of accounts with the Union. The Company will establish practices, policies, and procedures on a fair and unbiased basis. The Company will consider input from the Union, but the Company's decisions shall be final. The Company decision and implementation shall not be subject to Union approval or arbitration. The Company will discuss changes to these practices, policies, and procedures with members of the Labor Management Council or a subcommittee agreed to by both parties.

WORK SCHEDULE

Section 6.3 Work schedules for force groups in which:

All employees in the force group are not scheduled the same hours Monday through Friday; or

Some of the employees in the force group are scheduled to work days other than Monday through Friday; shall be prepared and posted by the Company or

communicated in some other manner by local agreement. The days and hours of work of each employee shall be communicated as soon as reasonable in advance of the effective date.

Full-time employees in force groups for whom schedules must be communicated shall have a choice of hours on weekdays (Monday through Friday except holidays), based on their seniority not less often than once per calendar year.

It is agreed that work schedules may be changed subject to the following provisions:

The Company may grant employees' requests for change of days or hours. If the Company changes the hours of an employee's work schedule, the Company will give the employee as much notice of the change as reasonably feasible under the circumstances.

FOUR DAY WORK WEEK AND FLEXTIME

Section 6.4 The Company retains all rights to schedule four (4) day work weeks or other variable work schedules and flextime and to implement any practices, policies, or procedures regarding the scheduling of four (4) day work weeks and flextime. The Company will notify the Union as to its practices, policies, and procedures on scheduling four (4) day work weeks or other variable work schedules and flextime. The Company will consider input from the Union, but the Company's decisions shall be final. The Company decision and implementation shall not be subject to Union approval or arbitration.

Flexible work arrangements are those varying work schedules that may be developed mutually between the Company and the local union that will provide opportunities to meet the evolving and changing needs of both the Company and the employees. Listed below are some categories of flexible work arrangements:

- a. Flex-Time: Is a work scheduling method in which starting/end times can vary.
- b. Variable Work Week Schedules: Is a method of scheduling the assigned work hours within the calendar week.

MACHINE FAILURE

Section 6.5 When employees report for duty and, due to unforeseen problems such as computer failure, are unable to perform their regular duties, they may be assigned other available work. If the affected employees are sent home early or allowed to leave before the completion of their scheduled shift, they will be paid for hours worked or a minimum of two (2) hours, whichever is greater. If the above situation occurs on overtime hours employees may be relieved of the assignment and be paid for hours worked or a minimum of two (2) hours, whichever is greater.

MANAGEMENT REPLACEMENT

Section 6.6 Any employee who is authorized to temporarily replace a management employee will receive a differential of twenty-five dollars (\$25.00) for each day assigned.

In addition to temporary management replacement this differential will be paid when an employee is formally assigned to training responsibilities such as instructor-led classroom training or when an individual is specifically instructed to train another employee(s) on the functions of the job.

This differential will not apply to the general sharing of knowledge, (being asked to show someone how to do a particular task), responding to questions asked by coworkers, or when an employee is informally observing or coaching another in the performance of his/her work functions.

LEASED WORKERS

Section 6.7 No leased worker who is performing work that is performed by bargaining unit employees shall perform work for the Company for longer than 1,040 hours in any twelve (12) month period. At the option of the Union, leased worker situations will be discussed with the Company but the use of leased workers by the Company shall not be subject to Union approval or arbitration. The Company will provide the Union a quarterly report of the number of leased workers and the hours worked by each leased worker, currently performing bargained for work for the Company.

CALL TO WORK

Section 6.8 When an employee is called into work that requires his or her immediate services outside of the scheduled tour, the following shall apply:

- A. The employee will be paid no less than the equivalent of two (2) hours pay at the basic rate of pay. Travel time from the departing locations to the work locations is considered work time.
- B. The minimum payments do not apply when:
 - 1) the time worked is a continuation of the employee's scheduled tour
or
 - 2) the employee is called to work before the start of the employee's scheduled tour for the day and continues to work all or part of the scheduled tour.

ARTICLE 7 REIMBURSEMENT OF EXPENSES, AUTOMOBILE EXPENSES AND WIRELESS PHONE EXPENSES

REIMBURSEMENT OF EXPENSES

Section 7.1 Employees who have been assigned to work away from their designated work location will be reimbursed for travel and lodging expenses as authorized by management. The amount of reimbursement will not exceed the amount authorized by management.

An employee who stays overnight will receive a per diem allowance for meals and incidental expenses, as authorized by management. The allowance will be paid on days when the employee travels to an assignment and is authorized to stay overnight, each full day at the location, and on days when the employee returns to his/her designated work location. The only personal expense not included in this per diem amount is travel between locations and lodging.

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.

When an employee is authorized to use his/her personal automobile on an incidental basis for Company business he/she will be reimbursed at the Internal Revenue Service established mileage rate.

REIMBURSEMENT OF AUTOMOBILE EXPENSES

Authorized Use of Personal Automobile

Section 7.2 The Company will reimburse each authorized Directory Advertising Consultant for the use of his/her personal automobile based on data and information provided by Runzheimer International. Monthly ownership costs will be based on seventy-one and four-tenths percent (71.4%) business usage for a Mercury Milan Premier automobile. Monthly ownership cost reimbursement will be adjusted in January of each year. Mileage reimbursement rates will be adjusted quarterly.

An employee receiving short-term disability benefits will not be eligible to receive the monthly ownership cost reimbursement.

An employee will continue to receive the monthly ownership reimbursement during the period of TOP.

Account Executives will be compensated for authorized automobile use as set forth in Section 1 of this Article. Upon substantiation of appropriate mileage documentation they may be included under this item.

Between-Town Mileage

Section 7.3 Each Directory Advertising Consultant and Account Executive will be reimbursed for all authorized between-town travel at the rate determined by Runzheimer and based on mileage determined by official state highway commission maps.

In-Town Mileage

Section 7.4 The number of in-town miles subject to reimbursement each day a Directory Advertising Consultant is actually present and working at the office or calling on accounts in an assigned town shall be determined by the Directory circulation of the Directory in that town in accordance with the table set forth below. In-town mileage may be paid on weekends when sales contacts are being made, if authorized in advance by management.

When more than one (1) town is being canvassed out of a sales canvass town, and is more than twenty (20) miles from sales the designated office location, the Directory Advertising Consultant will be paid between-town mileage and the in-town mileage payment associated with the town with the highest circulation.

In-Town Miles To Be Paid	Circulation of Directory In Assigned Town
65 miles per work day	699,999 and over
60 miles per work day	399,999 to 699,998
55 miles per work day	299,999 to 399,998
50 miles per work day	199,999 to 299,998
45 miles per work day	99,999 to 199,998
40 miles per work day	49,999 to 99,998
30 miles per work day	24,999 to 49,998
25 miles per work day	under 24,999

The only exceptions to the above provisions are as follows. Directory Advertising Consultants will be paid in-town mileage for all assigned Directories for the following locations:

- 70 miles per work day - Minneapolis-St. Paul
- 65 miles per work day - Bellevue
- 60 miles per work day – Tacoma

REIMBURSEMENT OF WIRELESS COMMUNICATIONS EXPENSES

Section 7.5 Directory Advertising Consultants-Premise Channel and Account Executives will be reimbursed for business-related mobile phone or pager expenses incurred up to a maximum of one hundred dollars (\$100.00) per month, with no carry over from one month to the next.

ARTICLE 7A
WORK SPACE

WORK SPACE ALLOCATION

Section 7A.1 The Company reserves the exclusive right to determine employee work space allocation and location, including shared work space and personal residence offices.

REIMBURSEMENT FOR PERSONAL RESIDENCE OFFICE

Section 7A.2 In the event the Company determines it appropriate for a Directory Advertising Consultant to work from his/her personal residence on an on-going basis, the Directory Advertising Consultant will be compensated a one-time reimbursement of up to seven hundred and fifty dollars (\$750.00), paid with receipts supporting the purchase, to be used in the establishment of a work space. In the event a Directory Advertising Consultant terminates employment (Forced Adjustment excluded) within twelve (12) months of receipt of reimbursement, they will be required to repay the seven hundred and fifty dollars (\$750.00) upon exiting the business. Office supplies will be provided in accordance with standard company policies.

ARTICLE 8
PRODUCTION COMPENSATION

WAGE GROUP COMPENSATION

Section 8.1 Production employees will be paid according to the progression steps of the wage schedules appropriate to their classification at six (6) month intervals. When an employee completes a period of service entitling the employee to an increase in the basic weekly salary, the increase will be handled as follows:

- A. If the progression date falls within the first calendar week of a payroll period, the increase will become effective at the beginning of the pay period.
- B. If the progression date falls within the second calendar week of a payroll period, the increase will become effective at the beginning of the next pay period.

The terms "Basic Weekly Wage" and "Basic Rate of Pay" shall mean the salary or fixed portion of compensation throughout this Agreement.

WAGE GROUP COMPENSATION

Section 8.2

Wage Group 1

Basic Weekly Wage

STEP	October 3, 2009*	October 10, 2010	October 9, 2011
1	<u>730.77</u>	<u>738.08</u>	<u>752.85</u>
2	<u>761.54</u>	<u>769.16</u>	<u>784.54</u>
3	<u>792.31</u>	<u>800.24</u>	<u>816.24</u>
4	<u>823.08</u>	<u>831.31</u>	<u>847.95</u>
5	<u>853.85</u>	<u>862.39</u>	<u>879.64</u>
6	<u>884.62</u>	<u>893.47</u>	<u>911.33</u>

Wage Group 2

Basic Weekly Wage

STEP	October 3, 2009*	October 10, 2010	October 9, 2011
1	<u>615.39</u>	<u>621.54</u>	<u>633.97</u>
2	<u>629.12</u>	<u>635.41</u>	<u>648.12</u>
3	<u>642.85</u>	<u>649.27</u>	<u>662.25</u>
4	<u>656.58</u>	<u>663.14</u>	<u>676.41</u>
5	<u>670.31</u>	<u>677.02</u>	<u>690.56</u>
6	<u>684.04</u>	<u>690.89</u>	<u>704.72</u>
7	<u>697.77</u>	<u>704.75</u>	<u>718.85</u>
8	<u>711.54</u>	<u>718.66</u>	<u>733.02</u>

Wage Group 3

Basic Weekly Wage

STEP	October 3, 2009*	October 10, 2010	October 9, 2011
1	<u>500.00</u>	<u>505.00</u>	<u>515.10</u>
2	<u>519.24</u>	<u>524.43</u>	<u>534.91</u>
3	<u>538.47</u>	<u>543.85</u>	<u>554.74</u>
4	<u>557.70</u>	<u>563.27</u>	<u>574.54</u>
5	<u>576.93</u>	<u>582.70</u>	<u>594.35</u>
6	<u>596.16</u>	<u>602.12</u>	<u>614.16</u>
7	<u>615.39</u>	<u>621.54</u>	<u>633.97</u>
8	<u>634.62</u>	<u>640.97</u>	<u>653.79</u>

* Wage Group Compensation effective October 3, 2009.

**ARTICLE 9
TEAM AWARD**

TEAM AWARD

Section 9.1 Production employees on the active payroll on December 31, in wage groups 1, 2, and 3 will be eligible for a team award with a target payout of 3% and a maximum payout of 3.75%. The team award will be paid based on the team meeting or exceeding the goals defined by the company. The Team Award will be calculated by multiplying the award percent against an eligible employee's annual compensation, which includes pay for regular hours worked, overtime, differentials, commissions, individual performance bonus, excused non-paid Union time, and all paid time.

The Team Award will be paid based on the team meeting or exceeding its defined goals. These goals will be defined by measurements and goals set by the Company. Prior to the implementation of the Team Award the Company will review and discuss with the Union the components, objectives and calculation methods.

This payment will be subject to deductions for union dues, savings plan participation and all other deductions required by law.

Award Opportunity:

Payout Target:	Payout Maximum:	Payout Date:
3%	3.75%	by 03/31/ <u>11</u>
3%	3.75%	by 03/31/ <u>12</u>
3%	3.75%	by 03/31/ <u>13</u>

Company decisions regarding Team Award implementation and administration are not subject to the grievance or arbitration provisions of this agreement.

The Company will meet with the Union to discuss any individual employee appeals or disputes arising under the Team Award plan. Said employee appeals shall only be allowed for issues regarding employee eligibility or regarding the amount of the employee's award, and for no other purpose. Employee appeals shall be to the Director of Labor Relations of the Company or his/her designate, and the Director's decision shall be final and not subject to the grievance or arbitration provisions of this agreement.

**ARTICLE 10
OVERTIME/TRAVEL TIME/SHIFT DIFFERENTIAL**

OVERTIME

Section 10.1 Production employees in Wage Groups 1 - 3 and Account Representatives will be paid overtime at a rate of one and one-half (1 1/2) times the basic rate of pay for time worked in any one (1) calendar week in excess of

forty (40) hours. For each hour worked over forty-nine (49) in any one (1) calendar week, overtime will be paid at a rate of two (2) times the basic rate of pay.

For purposes of computing overtime, the definition of time worked will include all paid time except paid time off for benefits. Hourly paid employees will be paid travel time during normal working hours or after hours at the appropriate rate.

To the extent practical, overtime needs will be fulfilled by use of volunteers. Overtime can be required based on the needs of the business. The Company will consider the individual circumstances of the employee when requiring overtime. The local management and union representative will discuss the ongoing process to be used for the assignment of overtime.

SHIFT DIFFERENTIAL

Section 10.2 A daily shift differential of ten percent (10%) for each day worked will be paid to employees who are required to work regularly scheduled hours which start before 6 a.m. or end after 7 p.m. The shift differential of ten percent (10%) will also be paid to employees for each Saturday or Sunday worked as part of the scheduled forty (40) hour work week. A differential will not be paid for hours worked under flexible scheduling or four-day work week.

ARTICLE 11 **SALES COMPENSATION**

The following compensation plan will be effective with each respective canvass related to market throws on or after December 1, 2009 for directories published or digital advertising fulfilled in the 2010 publishing cycle.

SALARY

Section 11.1 Directory Advertising Consultants shall be compensated as follows:

Basic annual salary shall be paid according to the following:

<u>Directory Advertising Consultants-Premise</u>	<u>\$25,500.00</u>
<u>Directory Advertising Consultants-Executive Premise</u>	<u>\$27,900.00</u>
<u>Directory Advertising Consultants-Major Premise</u>	<u>\$31,100.00</u>
<u>Directory Advertising Consultants-Telephone</u>	<u>\$23,100.00</u>
<u>Directory Advertising Consultants-Executive Telephone</u>	<u>\$23,900.00</u>

The terms "Basic Weekly Wage" and "Basic Rate of Pay" shall mean the salary or fixed portion of compensation throughout this Agreement.

COMMISSIONS

Section 11.2 The appropriate sales commission rate for all advertising resold, or increased by Directory Advertising Consultants for all products (print & digital) shall be those rates which apply to their designated office location as shown in Table #1. Those commission rates are shown in the Premise and Telephone Commission Rates Table #2. Accounts associated with the main account will be treated as one (1) advertiser account. Such account treatment will include sales to associated new connects.

Commissions shall be paid on all advertising sold to non-advertisers and new connects, unless associated with existing advertisers, at the "new" commission rate. Those commission rates are shown in the Premise and Telephone Sales Commission Rate Table #2.

Commissions will be calculated as one-twelfth (1/12) of the total value of the sales contract, (i.e., monthly charge times number of months of advertising billed divided by twelve [12]). In the event the Company implements a longer directory cycle, commissions will be limited to a directory cycle of twelve (12) months.

When market is reassigned from a commissioned employee due to approved attendance at extended training (ten [10] consecutive business days or longer), and/or participation in joint process improvement teams, out of market pay will be calculated at a rate of forty cents (\$0.40) times the revenue reassigned. The out of market pay is subject to approval by the Sales Director.

When an existing directory or directories are rescoped or discontinued and these marketplace adjustments change the primary coverage area for the customer, the BOTS in the existing directory will be the basis for determining all commissions and calculations in the replacement or rescoped directory or directories as follows:

- A. If the advertising contract rates in the existing directory are less than the rates of the replacement or rescoped directory, there will be no adjustment to existing Book on the Street (BOTS).
- B. If the advertising contract rates in the existing directory are more than the rates in the replacement or rescoped directory and the amount resold is less than the original BOTS, the BOTS will be adjusted to equal Next Issue Street Directory (NISD).
- C. When duplication of advertising occurs as a result of a directory rescope, commissions will be paid at the package level as indicated in Item B, above.

If the directory is new and new advertising is not associated to an existing account all commission calculations will be paid as new. If the directory is new and advertising sold is associated to an existing account, all commission calculations will be paid on the account package.

Commissions will be computed on an account-by-account (includes all revenue generated at the package level) basis.

The Company will charge back credited or paid commission amounts in the following situations:

- A. If contracted advertising is not published.
- B. Errors within the realm of the salesperson's responsibility.
- C. If the National sales channel supersedes local sales advertising prior to the NYPS close date.

COMMISSION DEBIT PRORATION

In the event of a commission charge back 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.

Section 11.2
TABLE #1
DESIGNATED OFFICE LOCATION

<u>Tier A Offices</u>	<u>Tier B Offices</u>	<u>Tier C Offices</u>
<u>Beaverton</u>	<u>Des Moines</u>	<u>Aberdeen</u>
<u>Bellevue</u>	<u>Eugene</u>	<u>Bismarck</u>
<u>Maple Grove</u>	<u>Omaha</u>	<u>Cedar Rapids</u>
<u>Tacoma</u>	<u>Spokane</u>	<u>Davenport</u>
		<u>Duluth</u>
		<u>Fargo</u>
		<u>Grand Island</u>
		<u>Lacey</u>
		<u>Mason City</u>
		<u>Medford</u>
		<u>Rapid City</u>
		<u>Rochester</u>
		<u>Silverdale</u>
		<u>Sioux Falls</u>
		<u>St. Cloud</u>
		<u>Vancouver</u>
		<u>Yakima</u>

Section 11.2
TABLE #2
PREMISE AND TELEPHONE SALES COMMISSION RATES

<u>Title</u>	<u>NISD/BOTS Performance Range</u>	<u>Tier A</u>	<u>Tier B</u>	<u>Tier C</u>
<u>Directory Advertising Consultant-Major (DAC-PA)</u>	<u>0-100</u>	<u>0.22</u>	<u>0.23</u>	<u>NA</u>
	<u>100.01-110</u>	<u>0.27</u>	<u>0.28</u>	<u>NA</u>
	<u>110.01-125</u>	<u>0.35</u>	<u>0.37</u>	<u>NA</u>
	<u>>=125.01</u>	<u>0.46</u>	<u>0.47</u>	<u>NA</u>
	<u>New</u>	<u>1.25</u>	<u>1.25</u>	<u>NA</u>
<u>Directory Advertising Consultant-Executive (DAC-PB)</u>	<u>0-100</u>	<u>0.23</u>	<u>0.24</u>	<u>0.25</u>
	<u>100.01-110</u>	<u>0.29</u>	<u>0.30</u>	<u>0.31</u>
	<u>110.01-125</u>	<u>0.38</u>	<u>0.40</u>	<u>0.42</u>
	<u>>=125.01</u>	<u>0.48</u>	<u>0.50</u>	<u>0.52</u>
	<u>New</u>	<u>1.25</u>	<u>1.25</u>	<u>1.25</u>
<u>Directory Advertising Consultant-Premise (DAC-PC)</u>	<u>0-100</u>	<u>0.23</u>	<u>0.24</u>	<u>0.25</u>
	<u>100.01-110</u>	<u>0.29</u>	<u>0.30</u>	<u>0.31</u>
	<u>110.01-125</u>	<u>0.38</u>	<u>0.40</u>	<u>0.42</u>
	<u>>=125.01</u>	<u>0.48</u>	<u>0.50</u>	<u>0.52</u>
	<u>New</u>	<u>1.25</u>	<u>1.25</u>	<u>1.25</u>
<u>Directory Advertising Consultant-Executive (DAC-TA)</u>	<u>0-100</u>	<u>0.25</u>	<u>0.26</u>	<u>0.27</u>
	<u>100.01-110</u>	<u>0.32</u>	<u>0.34</u>	<u>0.35</u>
	<u>110.01-125</u>	<u>0.43</u>	<u>0.45</u>	<u>0.46</u>
	<u>>=125.01</u>	<u>0.54</u>	<u>0.56</u>	<u>0.58</u>
	<u>New</u>	<u>1.25</u>	<u>1.25</u>	<u>1.25</u>
<u>Directory Advertising Consultant-Telephone (DAC-TB)</u>	<u>0-100</u>	<u>0.25</u>	<u>0.26</u>	<u>0.27</u>
	<u>100.01-110</u>	<u>0.32</u>	<u>0.34</u>	<u>0.35</u>
	<u>110.01-125</u>	<u>0.43</u>	<u>0.45</u>	<u>0.46</u>
	<u>>=125.01</u>	<u>0.54</u>	<u>0.56</u>	<u>0.58</u>
	<u>New</u>	<u>1.25</u>	<u>1.25</u>	<u>1.25</u>

COMPENSATION CYCLE

For compensation purposes only, a compensation cycle will be used to calculate the commissions, conversion bonus and quarterly bonus payouts. The compensation cycle is defined to include all advertising that publishes/fulfills within each quarter.

BOTS

BOTS is defined as a customer's total revenue associated with current published/fulfilled products (print, digital, awareness, etc) attached to a single compensation cycle (total customer spend).

NISD

NISD is defined as a customer's total revenue associated with next published/fulfilled sold products (print, digital, awareness, etc) attached to a single compensation cycle (total customer spend).

NEW

Commission rate paid on all dollars sold to new customers and non-advertisers not associated with an existing account.

NEW SALES COMMISSION BASE RATE \$1.25

NEW SALES CONVERSION PREMIUM INCENTIVE RATE

New Sales commissions above the basic rate of pay will be based upon the New Sales Conversion Premium Incentive Rate Table #3. New Sales commission rates would increase upon an individual exceeding established conversion thresholds as shown in Table #3. Only new sales conversions over the set dollar amounts shown for the appropriate office in Table #3 will be counted as a conversion for the purposes of this bonus.

All New Sales conversions made during each Compensation Cycle will be counted ongoing. Once each Threshold is exceeded, the new commission rate would be used to recalculate new sales commissions for all previously sold new sales. Any additional new sales conversions made from that point up to the next conversion threshold would also be paid at the recalculated commission rate.

Section 11.2

Table #3

NEW CUSTOMER CONVERSION PREMIUM INCENTIVE RATE TABLE

PREMISE					
Tier A Market		Tier B Market		Tier C Market	
Conversion Level	Conversion Premium Rate	Conversion Level	Conversion Premium Rate	Conversion Level	Conversion Premium Rate
0	0.00	0	0.00	0	0.00
9	0.15	9	0.15	12	0.15
17	0.25	18	0.25	23	0.25
25	0.50	27	0.50	34	0.50
34	0.75	36	0.75	46	0.75
Tier A Conversion Threshold		Tier B Conversion Threshold		Tier C Conversion Threshold	
\$100.00		\$75.00		\$50.00	
TELEPHONE					
Tier A Market		Tier B Market		Tier C Market	
Conversion Level	Conversion Premium Rate	Conversion Level	Conversion Premium Rate	Conversion Level	Conversion Premium Rate
0	0.00	0	0.00	0	0.00
9	0.15	8	0.15	13	0.15
17	0.25	15	0.25	25	0.25
25	0.50	22	0.50	37	0.50
34	0.75	30	0.75	50	0.75
Tier A Conversion Threshold		Tier B Conversion Threshold		Tier C Conversion Threshold	
\$100.00		\$75.00		\$50.00	

QUARTERLY BONUS

Section 11.3 A Quarterly Bonus will be paid at the conclusion of each compensation quarter. The bonus will be based upon the results of advertising sold into directories that publish and digital sales that fulfill in that compensation quarter. (First quarter directories that publish in January, February, and March. Second quarter directories that publish in April, May and June, etc.) The targeted performance standard is defined as NISD equals BOTS. Performance at this level will result in a targeted performance standard payout calculated as eight percent (8%) of the total BOTS (print and digital) worked for that compensation quarter. The actual bonus payout will be determined based on

actual sales performance above or below the targeted performance standard. For purposes of the quarterly bonus, final NISD results will be determined as of the bonus calculation date and will not be subject to subsequent adjustment.

The actual bonus amount earned will be based on the scale contained in Table #4. Bonus payouts for levels of performance between those shown in Table #4 will be calculated on a pro-rata basis rounded to the nearest one-tenth percent (1/10%). There will be no float (adjustments) given on any account for the purposes of calculating NISD results for a quarter. There will be a minimum threshold of ninety percent (90%) of NISD divided by BOTS; results exceeding ninety percent (90%) will qualify for a quarterly bonus. Maximum bonus payout in any one quarter will not exceed two hundred percent (200%) of the targeted bonus performance payout.

In the event revenue is reassigned away from a DAC for work flow issues, the DAC will not be eligible for the Quarterly Bonus.

Section 11.3
TABLE #4
QUARTERLY BONUS PAYOUT SCALE

<u>NISD/BOTS %</u>	<u>Bonus Payout %</u>
<u>125%</u>	<u>200%</u>
<u>110%</u>	<u>150%</u>
<u>105%</u>	<u>125%</u>
<u>100%</u>	<u>100%</u>
<u>95%</u>	<u>40%</u>
<u>< = 90%</u>	<u>0%</u>

ACCOUNT REPRESENTATIVE COMPENSATION

WAGES

Section 11.4 Employees will be paid a basic weekly wage according to the schedule in Table #5 with progression increases at six (6) month intervals. When an employee completes a period of service entitling the employee to an increase in the basic weekly salary, the increase will be handled as follows:

- A. If the progression date falls within the first calendar week of a payroll period, the increase will become effective at the beginning of the pay period.
- B. If the progression date falls within the second calendar week of a payroll period, the increase will become effective at the beginning of the next pay period.

Section 11.4
TABLE #5
ACCOUNT REPRESENTATIVE SALARY

<u>Step</u>	<u>Weekly Salary</u>
<u>1</u>	<u>\$645.00</u>
<u>2</u>	<u>\$670.50</u>
<u>3</u>	<u>\$697.00</u>
<u>4</u>	<u>\$724.50</u>
<u>5</u>	<u>\$754.00</u>

Account Representatives will be paid overtime at a rate of one and one-half (1 and 1/2) times the basic rate of pay for time worked in any one (1) calendar week in excess of forty (40) hours. For each hour over forty-nine (49) in any one (1) calendar week, overtime will be paid at a rate of two (2) times the basic rate of pay.

Overtime hours must be pre-authorized by management and may be required based on the needs of the business.

ACCOUNT EXECUTIVE BASIS OF COMPENSATION

Section 11.5 Account Executives will be compensated as follows:

ANNUAL SALARY: \$53,440.00

ACCOUNT EXECUTIVE BONUS OPPORTUNITY:

A bonus of five hundred fifty dollars (\$550.00) will be paid for every one percent (1%) of net sales increase on advertising revenue handled in each thirteen (13) consecutive payroll periods not to exceed five thousand five hundred dollars (\$5,500.00). To be eligible for the bonus, the employee must complete an entire interval of thirteen (13) payroll periods.

OVERTIME FOR DIRECTORY ADVERTISING CONSULTANTS–TELEPHONE CHANNEL

Section 11.6 Directory Advertising Consultants–Telephone channel will be paid overtime at a rate of one-half (1/2) times their basic hourly rate for time worked in any one (1) calendar week in excess of forty (40) hours.

For the purposes of calculating overtime pay, an individual's basic hourly rate will be the average hourly pay earned over the preceding twenty-six (26) payroll periods. The basic hourly rate calculation will be the total salary, commissions, conversion bonus and quarterly bonus received divided by the total hours worked for the preceding twenty-six (26) payroll periods. For the purpose of calculating this basic hourly rate, sickness and accident disability benefits pay and time, and overtime pay are excluded.

If an individual has been assigned to a Directory Advertising Consultant-Telephone channel position for less than twenty-six (26) full pay periods, the basic hourly rate calculation shall be based on the earnings and paid hours after a minimum of six (6) payroll periods have been completed in the position.

Time paid for but not worked shall be excluded in determining the number of overtime hours worked in excess of forty (40) hours in a week.

Overtime hours must be pre-authorized by management and may be required based on the needs of the business.

In the event of legislative, judicial, or administrative clarification that the Company would not otherwise be required to pay overtime premiums to Directory Advertising Consultants–Telephone channel, this overtime premium will be discontinued.

There shall be no overtime paid to Directory Advertising Consultants–Premise or Account Executives.

TRANSITION PAY FOR DIRECTORY ADVERTISING CONSULTANTS- PREMISE AND TELEPHONE

Section 11.7a Employees who are newly assigned to the Directory Advertising Consultant-Telephone channel will be paid a weekly transition salary equivalent to two (2) times the basic weekly wage. This weekly transition salary will be paid for the first six (6) pay periods completed after assignment to the Directory Advertising Consultant-Telephone channel. The weekly transition salary will be extended to cover, if applicable, a period of initial training. For Directory Advertising Consultants-Telephone channel who work hours in excess of forty (40) during a calendar week while an employee is subject to the transition salary, overtime will be paid at a rate of one-half (1/2) times the basic hourly rate. The basic hourly rate for these purposes shall be the weekly transition salary divided by the number of hours worked in that week.

At the end of this transition period, the salary will be adjusted to the basic annual salary listed under Compensation Section 11.1.

Sales compensation for the transition period will be calculated based on the basic weekly wage, commissions, conversion bonus, and quarterly bonus listed within this Article 11 on compensation. If sales compensation calculated for the transition period exceeds the transition salary received, the employee will be paid the difference. Where applicable, this will include an appropriate adjustment to overtime pay if any overtime hours were worked during the transition period.

Section 11.7b The transition pay for the Directory Advertising Consultant-Premise is intended only for those employees that are new to a commissioned sales position. Employees who are newly assigned to the Directory Advertising Consultant-Premise channel will be paid a weekly transition salary equivalent to two (2) times the basic weekly wage. This weekly transition salary will be paid

for the first six (6) pay periods completed after assignment to the Directory Advertising Consultant-Premise position. The weekly transition salary will be extended to cover, if applicable, a period of initial training. For purposes of calculating Directory Advertising Consultant-Premise sales compensation for each transition pay period, sales compensation will be calculated based on the basic weekly wage, commissions, conversion bonus and quarterly bonus listed in Article 11. If sales compensation calculated for the pay period exceeds the transition salary received, the employee will be paid the difference in the next pay period or as soon as practical.

At the end of this transition pay period, the salary will be adjusted to the basic weekly wage listed under Compensation Section 11.1.

ARTICLE 12 **PAY FOR TEMPORARY WORK ASSIGNMENTS**

Section 12.1 Directory Advertising Consultants who are assigned to work markets outside their normal designated office location as defined in Table #1 shall be paid those rates which apply to the designated office location to which they are re-assigned.

If an Account Representative or Account Executive is loaned to a Sales Position with a different basic rate of pay and incentive compensation opportunity, earnings shall be calculated in the following manner:

- A. During the temporary assignment the employee will continue to be paid their basic rate of pay from their regular position.
- B. For the work completed during the temporary assignment, earnings shall be calculated based on the pay plan for the temporary position (salary, commission, conversion bonus and Quarterly Bonus).
- C. At the end of the temporary assignment the employee will be compensated based on the calculations from A or B above which provide the higher earnings during the temporary assignment.

If an employee in a commissioned sales position (Directory Advertising Consultant) is temporarily assigned to a Sales position with a different basic rate of pay and incentive compensation opportunity, earnings shall be calculated in the following manner:

For the work completed during the temporary assignment, earnings shall be calculated based on the pay plan for the temporary position (salary and commission, conversion bonus and Quarterly Bonus).

**ARTICLE 13
TIME OFF**

TIME OFF WITH PAY (TOP)

The following TOP provision will be effective January 1, 2010. The separate Vacation, Personal Days and Sick Day Pay provisions of the 2006-2009 collective bargaining agreement will remain in effect until December 31, 2009. Any existing vacation and personal day balances must be utilized by March 31, 2010 or will be forfeited.

Section 13.1 Full-time employees shall be eligible to receive annual TOP in accordance with the following provisions:

<u>Service Bands</u>	<u>Maximum Annual Accrual</u>	<u>Accrual Schedule</u>	<u>Accrual per Pay Period</u>
<u>0 through 4 full years</u>	<u>20 Days (160 hours)</u>	<u>Accrual begins on hire date and appears in first pay period check following the start date. Employee remains in this band through four (4) full years of service.</u>	<u>6.15 hours</u>
<u>4+ through 8 full years</u>	<u>25 Days (200 hours)</u>	<u>Accrual begins when the employee has completed four (4) full years of service. Employee remains in this band through eight (8) full years of service.</u>	<u>7.69 hours</u>
<u>8+ through 16 full years</u>	<u>30 Days (240 hours)</u>	<u>Accrual begins when the employee has completed eight (8) full years of service. Employee remains in this band through sixteen (16) full years of service.</u>	<u>9.23 hours</u>
<u>More than 16 years</u>	<u>35 Days (280 hours)</u>	<u>Accrual begins when the employee has completed sixteen (16) full years of service. Employee remains in this band until he/she leaves the organization.</u>	<u>10.77 hours</u>

Part-time employees scheduled to work at least 20 hours a week will be eligible for 50% of the full-time benefit for TOP. Example: A full-time employee with 8 to 16 years of service receives 30 TOP days. A part-time employee scheduled to work at least 20 hours per week with 8 to 16 years of service receives 15 TOP days. Part time employees scheduled to work less than 20 hours a week are not eligible for TOP.

Employees will be paid their basic rate of pay for TOP.

SCHEDULING TIME OFF WITH PAY

Section 13.2 The Company shall prepare TOP schedules prior to December of the preceding calendar year. Management will indicate work force requirements and time available for selection of TOP and individual days off for each designated office location.

Employees will then be allowed to schedule full weeks of TOP by Term of Employment. Upon completion of full week selections, employees will be allowed to schedule individual days off in the same manner.

TOP time scheduling must be completed by a date mutually agreeable in each designated office. The failure of an employee to make his/her selection within the established selection period shall result in that employee being placed at the bottom of the TOP time schedule.

Employees may reschedule time off if reasonable notice is given to the Company and the needs of the business can be met.

Any portion of TOP that is interrupted by an illness that results in benefits may be rescheduled.

TOP may not normally be carried over from one (1) calendar year to the next calendar year. In the event of extenuating business reasons should an employee be unable to use all of his/her TOP, his/her director may approve no more than five (5) days/forty (40) hours of TOP to be carried over from one (1) calendar year to the next, and must be taken by March 31st of the following year. Any carryover time must be used by March 31st of the following year and is not eligible for payout of the carryover should the employee leave the Company.

Time not scheduled by December of the previous year may be scheduled with reasonable notice by an employee (ten [10] business days).

Employees may use TOP before it is accrued up to the amount of the annual accrual. If an employee should decide to leave the Company, the amount of TOP used in excess of what has been accrued will be deducted from his/her final pay, where allowed by law.

In cases of illness or personal emergency, up to a maximum of seven (7) TOP days each year may be taken without advance scheduling provided the employee notifies his/her immediate supervisor at least one (1) hour before the scheduled work shift begins. When the immediate supervisor is not available, notice may be given to any manager in the office.

TOP must be scheduled in no less than eight (8) hour increments, except that up to sixteen (16) hours of TOP may be taken in a minimum of one (1) hour increments.

Employees are required to use all accrued TOP for any part of the twelve (12) weeks of approved FMLA leave prior to being placed on unpaid leave. Additionally, employees may elect, in advance of the leave, to use all or a portion of their maximum current year's annual accrual of TOP. Employees will continue to accrue TOP during an approved FMLA leave and will be credited this accrual only upon reinstatement to active status.

For illness, the use of TOP is required before the use of unpaid leave. If an employee's illness requires an 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 a "waiting period" under the STD benefit. The time used during the "waiting period" will be deducted from the employee's TOP balance.

Employees must use all accrued TOP before a Child Care Leave, Personal Illness and Family Leave of Absence or Personal Leave of Absence can be granted. TOP cannot be saved for use after these leaves of absence. Employees will receive a pro-rated amount of TOP (up to a maximum of one calendar month's accrual) at the expiration of a Child Care Leave, Personal Illness and Family Leave or Personal Leave of Absence and upon reinstatement to active employment. If the employee does not return to work at the end of these leaves, TOP will not be credited.

TOP will be used to cover wages not paid during the waiting period under workers compensation. Employees may not use TOP to supplement workers compensation pay beyond the waiting period. The waiting period before workers compensation pay begins varies according to state regulations.

The Company reserves the right to determine the number of employees off on TOP at any given one time based on business needs.

Employees who resign and give fourteen (14) calendar days notice shall be entitled to payment of all earned, but unused TOP hours. Employees who resign with less than fourteen (14) calendar days notice or who are terminated for cause shall not be entitled to payment of unused TOP upon termination.

HOLIDAYS

Section 13.3 The following holidays are authorized and will be observed each year.

New Year's Day	January 1
<u>Martin Luther King Day</u>	<u>Third Monday in January</u>
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	Day after Thanksgiving
Christmas Day	December 25
<u>Company Designated Holiday</u>	
<u>Company Designated Holiday</u>	

Holidays falling on Sunday will be observed the following Monday. Holidays falling on Saturday will be observed on the preceding Friday.

Regular employees who do not work will be paid their basic rate of pay for the day a holiday is observed.

When authorized, employees who work on a holiday, in addition to the holiday allowance, will be paid one and one-half (1 and 1/2) times their basic rate of pay for all hours worked.

APPROVED ABSENCES

Military Leave

Section 13.4a The Company will comply with all applicable laws concerning military service, reinstatement thereafter, and reservists' rights.

Voting

Section 13.4b Employees will be excused with pay for such time as is required by law, but not to exceed two (2) hours, to vote at a general election (State or National). Permission will be given by managers. When employees are able to vote outside of working hours, no time off will be granted.

Funerals

Section 13.4c An employee may be permitted to be absent with pay at his/her basic rate of pay due to a death in the immediate family. Time will be determined by the relationship to the deceased. Paid time off will not exceed five (5) consecutive working days due to the death of an "immediate family member" and up to three (3) consecutive working days for "other covered relatives." Immediate family includes parents, spouse, domestic partner, sibling (natural or adopted), legal guardian, children (natural or adopted), grandparents and grandchildren.

Other covered relatives are In-Laws (mother, father, sister, brother, daughter, son, grandparent), Aunt, Uncle, Niece and Nephew. Consideration should be given to extraordinary relationships beyond the immediate family. Compensation for funeral leave will be calculated at the employee's basic rate of pay only for the time that falls on regularly scheduled workdays. It does not include overtime or any special forms of compensation such as incentives, commissions, or bonuses. Additional days of bereavement leave for deaths of immediate family members or other covered relatives will be charged to the employee's TOP. Upon request, employees may be asked for proof of relationship and documentation of the family member's death.

Jury Duty and Legal Proceeding Appearance

Section 13.4d The Company will compensate eligible employees at their normal basic rate of pay when they are summoned to jury duty on a federal, state or local court, up to four (4) weeks, not to exceed twenty (20) business days. Employees working evenings or nights shall be rescheduled to day shifts during required jury duty. If an employee's jury duty ends four (4) hours prior to completion of shift, the employee shall return to work. Payment should not exceed the employee's basic forty (40) hour work week. Employees serving on juries may receive compensation from the state for their service. Employees serving on trials of one (1) week or more will have their pay adjusted for juror service compensation received.

On occasion, an employee may need to appear in a legal proceeding for personal business such as traffic tickets, personal lawsuits or adoption proceedings. For these types of situations, an employee should use available paid time off to attend to personal business, in accordance with the terms of the TOP program, or if not available without pay.

When an employee is requested or subpoenaed to appear in a legal proceeding on behalf of the Company the employee will be paid at his/her normal basic rate of pay. In all other cases, the employee will not be paid by the Company.

PERSONAL LEAVES OF ABSENCE

Section 13.4e Unpaid personal leaves of absence of up to six (6) months may be granted at the discretion of the Company. The Company cannot guarantee reinstatement following a personal leave. Health and life insurance benefits terminate at the end of the month in which the leave begins. Health insurance benefits may be continued for the duration of the leave in accordance with COBRA. Disability and business travel accident insurance coverage terminate the day the leave begins.

CHILD CARE LEAVE

Section 13.4f As a supplement to the FMLA Leave provided below, the Company shall provide Child Care Leaves of Absence to eligible employees to care for a newborn or newly adopted child. This unpaid leave may be for a period

of up to twelve (12) weeks. Employees granted a Child Care Leave will be entitled to guaranteed reinstatement to a job within the same wage schedule and/or title unless the employee's position is eliminated during the leave. Medical and dental benefits will be provided during the leave if the employee pays their required premium contributions. Life insurance benefits terminate at the end of the month in which the leave begins. Disability and business travel accident insurance coverage terminate the day the leave begins. To apply for this leave, the employee must present documentation, expected duration and the reason employee's involvement, to the satisfaction of the Company. Such leave must be taken for the same event and immediately following the exhaustion of FMLA leave.

FAMILY MEDICAL LEAVE ACT

Section 13.4g The Company shall provide Leaves of Absence in accordance with the Family Medical Leave Act or state equivalent (collectively "FMLA") to eligible employees. To apply for this leave, the employee must present documentation in accordance with Company policy.

This leave may be granted for a total cumulative period of up to twelve (12) weeks within a rolling twelve (12) month period of time, provided the employee meets the eligibility requirements under the FMLA. Employees granted an FMLA leave will be entitled to reinstatement to a job within the same wage schedule and/or title at the end of the leave unless the employee's position is eliminated during the leave. Health benefits will be provided in accordance with the FMLA. Disability and business travel accident insurance coverage terminate the day the leave begins. As a supplemental contractual benefit under this Agreement, an employee will be provided with an equivalent FMLA leave without regard to the FMLA geographic eligibility provisions (work site where 50 or more employees are employed by the employer within 75 miles of the worksite), provided the employee meets all other FMLA eligibility requirements.

PERSONAL ILLNESS AND FAMILY LEAVE

Section 13.4h As a supplement to the FMLA Leave granted above, the Company may, at its discretion, provide up to an additional twelve (12) weeks unpaid time away from work for personal illness or for the care of a family member with a serious medical condition. To apply for this leave, the employee must present documentation, expected duration and the reason for the employee's involvement, to the satisfaction of the Company. Such leave must be taken for the same event and immediately following the exhaustion of FMLA Leave.

An employee on approved Personal Illness and Family Leave will be entitled to reinstatement to a job within the same wage schedule and/or title unless the employee's position is eliminated during the leave. Health and life insurance benefits terminate at the end of the month in which the leave begins. Health insurance benefits may be continued for the duration of the leave in accordance

with COBRA. Disability and business travel accident insurance coverage terminate the day the leave begins.

**ARTICLE 14
POST AND BID**

POST AND BID PLAN

Section 14.1 Employees who have acceptable performance and attendance will have the opportunity to bid on any job within the bargaining unit after they have completed the following service requirements in their current position. The Company may waive these service requirements based on the needs of the business. The Company will give notice to the union if these service requirements are waived.

<u>Sales Positions In Channel</u>	<u>24 months</u>
Wage Group 1	24 months
Wage Groups 2 <u>and</u> 3	12 months

When the Company has an opening all qualified employees who post a bid will be considered. In filling such openings the Company shall, in making the selection, adhere to the principle that qualifications will be determined without regard to race, national origin, religion, age, sex, or sexual orientation, martial status, military/veteran status or to any other extent prohibited by law. Where the qualifications of two (2) or more candidates are determined by the Company to be equal, seniority shall govern the selection.

When a job vacancy exists, it will be filled through the post and bid process the following steps shall apply:

- A. All qualified candidates for the vacancy will be placed by seniority on a roster.
- B. Selection instruments, where appropriate, will be administered by qualified personnel designated by the Company. Positions may require interviews by the receiving department as a part of the selection process.
- C. Qualified employees may test two (2) times for positions requiring assessments. The second assessment will be allowed only after a minimum of twelve (12) months following the first assessment and with proof of developmental activities or training specific to areas identified as needing improvement.
- D. Unsuccessful candidates will be notified prior to the announcement that the job is filled.
- E. A former employee, who was separated from the company involuntarily due to a reduction in force who files an application for re-employment and

meets the standards established by the company, will be given priority consideration for a period of two (2) years from the date of separation over other off the street applicants if all qualifications are equal.

If an employee refuses a job offer which matches a bid that is on file, that bid shall be canceled and it, or any other bid that would include the same job title, work group, and location, may not be resubmitted for a period of one (1) year from the date of refusal.

When an employee is selected for a position through the Post and Bid Process, the employee will be released from his/her current job within a reasonable period of time. An employee cannot be refused a job based on release date negotiations.

An employee may elect to retreat to his/her former job within six (6) months following placement if an opening exists. Following any retreat, the employee must complete six (6) months' service before he/she is eligible to post another bid.

The Company, in its sole discretion, may retreat an employee due to unsatisfactory performance within twenty-four (24) months. Following such retreat, the employee shall not be eligible to post a bid for six (6) months.

PAY TREATMENT ON MOVEMENT

Section 14.2 There will be no change in basic rate of pay for Production employee movement between job titles within the same wage schedule.

Production employee movement from one wage schedule to a different wage schedule shall be treated as follows:

- A) If the employee is promoted to a higher wage schedule, he/she will move to the wage step that would result in at least a five percent (5%) increase.
- B) If the employee moves to or is demoted to a lower wage schedule, he/she will move to the wage step which is nearest (rounding down) to the participant's current rate of pay.

RELOCATION

Section 14.3 The Company shall pay employees who are permanently moved to another location at the request of the Company, a relocation payment up to six thousand dollars (\$6,000.00) when supported by receipts for approved relocation expenses. In addition, the Company shall pay the real estate commission of not more than seven percent (7%) of the home sale price, incident to the sale of a personal residence owned by the employee at the old job location. Subject to Company policy and the terms of this section, employees may receive an advance payment for relocation expense.

When an employee posts a bid to move from one location to another all expenses of the move will be paid by the employee.

ARTICLE 15 FORCE ADJUSTMENTS

Section 15.1 Whenever conditions are considered by the Company such as to warrant layoffs, part-timing, reclassifications, or a combination thereof, the Company agrees to give the Union thirty (30) calendar days notice (or the number of days notice required by law, if greater) of its intended plan, together with a description of designated work location(s) and job title(s) (including levels within channels) and Wage/Skill Groups (see Section 15.7) so affected as determined by the Company.

Reclassifications resulting in Directory Advertising Consultants being reassigned to a lower rated job level within the same channel shall be implemented according to the deployment guidelines contained in the Market Assignment Policy with the employee being selected based on qualifications. When the qualifications of two (2) or more employees are determined by the Company to be equal, seniority shall govern in the selection.

Adjustment Groups

Section 15.1(a) The Company shall determine the Wage/Skill group(s) or title(s) to be force adjusted (the "Adjustment Group"). The Adjustment Group will include all regular employees having the same title who are within the location.

The Company may expand the Adjustment Group to other titles in the Wage/Skill group who have employees performing essentially the same type of work. Combined work locations are defined below.

COMBINED WORK LOCATIONS

<p>ARIZONA Phoenix/Mesa</p> <p>COLORADO <u>Denver Metro</u></p> <p>OREGON <u>Beaverton/Vancouver, WA</u></p>	<p>UTAH Murray/<u>Clearfield</u></p> <p>WASHINGTON Bellevue/<u>Silverdale</u> Lacey/Tacoma</p>
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All other work locations stand alone.

Method of Force Adjustment

Section 15.1(b) When force adjustment becomes necessary in any Adjustment Group, the Company shall first discontinue or reduce the use of any Leased Worker or Term employees within the Adjustment Group where the force is to be reduced, to the extent that such termination of services does not impact the

Company's ability to meet the demands of service or force adjustment transition process.

Employees in the Adjustment Group may submit a bid for Dex Media, Inc. positions.

Employees in the Adjustment Group that post a bid will receive priority consideration for selection involving downgrade (lower Wage Groups) or lateral (same Wage Groups) placement opportunities, based on Term of Employment (TOE) date from among those employees in the Adjustment Group(s) who meet the qualifications (includes any test/skill/assessment requirements) to perform the duties of those positions.

However, based on the needs of the business, the Company may find it necessary to reserve the right to select a candidate that is better qualified. Such occurrences will be discussed with the Union at the bargaining agent level before the final selection.

If the Company determines there are lateral positions available, Force Adjustments shall first be made in order of Term of Employment (TOE) among the employees within an established Adjustment Group, affording members of the Adjustment Group, if qualified, the opportunity to volunteer for lateral moves. If the surplus is not resolved, qualified employees in the Force Adjustment Group(s) may be involuntarily reassigned in inverse order of seniority to a lateral position within the surplus location.

Any employee who declines an involuntary reassignment to a lateral position within the location will not be eligible for any further benefits under this Article and in effect has resigned.

Transfer of Work

In the event the work is being transferred to another city, each employee in the Adjustment Group being force-adjusted may have the option to be moved by the Company with the employee's work:

- A. To the extent required to meet the needs of the transfer of work; and
- B. The movement of such employee does not create a force surplus in the same title and function in the location to which the work is being transferred.

Downgrades

Section 15.2 Employees who are reassigned to lower paying jobs due to force adjustment will retain their basic rate of pay from the higher rated job according to the following schedule:

The reductions in the basic rate of pay are effective for the periods following reassignment as shown below, and are based on the difference in the appropriate basic rates of pay for the old and new job.

Reassignment Pay Protection

Less Than 10 Years of Service

Periods	Reduction
Weeks 1 through 12	No reduction
Week 13 & thereafter	Full reduction

10 to 14 Years of Service

Periods	Reduction
Weeks 1 through 38	No reduction
Week 39 & thereafter	Full reduction

15 or More Years of Service

Periods	Reduction
Weeks 1 through 78	No reduction
Week 79 & thereafter	Full reduction

When an employee is reassigned to a lower rated or lateral job by the Company because of force reduction, the employee will not be required to meet the time in title requirements to be eligible to post a bid.

Voluntary Separation Payment Plan

Section 15.3 The Company may offer regular employees within an Adjustment Group the alternative choice to elect voluntary separation payments under the Voluntary Separation Payment Plan ("VSPP"). This offer will be in order of TOE.

The offer will be subject to the following:

- A. The number of employees who make such election shall not exceed the number of employees determined by the Company to be surplus.
- B. The Company may elect to expand the VSPP election to a Wage Group/Skill Group or job title(s) (levels within channels) not affected by the force adjustment, as an additional method to reduce an Adjustment Group.
- C. Employees who elect to leave the service of the Company as a participant in the VSPP may receive, in combination with such benefits, a retirement service pension (if eligible for such pension) plus compensation for any accrued, unused TOP to which the employee is entitled at the time of leaving the Company.

D. The Company will set the separation date(s) that are applicable to employees electing to separate as a VSPP participant.

An employee's election to leave the service of the Company and receive voluntary separation payments must be in writing and delivered to the Company within ten (10) working days from the date of the Company's offer (or such longer time as the Company may permit) in order for the employee to be accepted as a participant under the provisions of the VSPP.

The VSPP and its administration are not subject to the arbitration provision of this Agreement.

**VOLUNTARY SEPARATION PAYMENT PLAN
VSPP TABLE**

TERM OF EMPLOYMENT (TOE)	DOLLAR PAYMENT
<u>< or = to</u> 1	\$1,000.00
2	2,000.00
3	3,000.00
4	4,000.00
5	5,000.00
6	6,000.00
7	7,000.00
8	8,000.00
9	9,000.00
10	10,000.00
11	11,000.00
12	12,000.00
13	13,000.00
14	14,000.00
15 or more	15,000.00

Layoffs

Section 15.4 After other appropriate force adjustments have been made by the Company, and when force surplus conditions are considered by the Company to warrant laying off regular employees, such layoffs shall be made effective among employees in inverse order of TOE within the defined Wage/Skill group. A leased worker performing bargained for work as of the date of a proposed layoff in the location will be replaced by an impacted employee if the employee has the appropriate training and skills to perform the work.

INVOLUNTARY SEPARATION PAYMENT

Section 15.5 Regular employees who are declared surplus by the Company and who are involuntarily separated due to lack of work are entitled to an Involuntary Separation Payment.

**INVOLUNTARY SEPARATION PAY
ISP TABLE**

TERM OF EMPLOYMENT (TOE)	DOLLAR PAYMENT
<u>< or = to</u> 1	\$2,000.00
2	4,000.00
3	6,000.00
4	8,000.00
5	10,000.00
6	12,000.00
7	14,000.00
8	16,000.00
9	18,000.00
10	20,000.00
11	22,000.00
12	24,000.00
13	26,000.00
14	28,000.00
15	30,000.00
16	32,000.00
17	34,000.00
18	36,000.00
19	38,000.00
20	40,000.00
21	42,000.00
22	44,000.00
23	46,000.00
24	48,000.00
25	1 yr. base salary but no less than \$48,000.00

In addition to separation benefits payment based on the aforementioned schedules, a lump sum payment, less applicable deductions, for outstanding TOP, when applicable, will be paid in full during the normal payroll period immediately following the date of separation.

Receipt of any severance pay pursuant to this Article shall be conditioned upon the employee signing a release of any and all claims in a form satisfactory to the Company.

Separation Benefits

The provisions of Separation Benefits do not apply in case of:

- A. Forced reclassification of level within the same channel;
- B. An employee voluntarily leaving the Company (except under provisions of VSPP);

- C. An employee on leave of absence;
- D. An employee who is dismissed;

Repayment of Severance

Section 15.6 As a condition of rehire, employees returning to work after a separation period of less than twelve (12) months must repay a prorated portion of the severance pay. The individual will be entitled to retain the portion of severance allocated to the number of full months he/she was without employment. The repayment of severance will be calculated as follows:

- A. Monthly severance amount = amount of severance/twelve (12) months
- B. Payback = total severance amount - (months laid off x monthly rate).

The gross amount of any separation benefits paid to employee in excess of the amount which may be retained must be repaid to the Company prior to the employee being placed on the Company payroll or the amount to be repaid to the Company may be repaid by the employee in twenty-six (26) equal installments within twelve (12) months of rehire. If repayment is not made at the time of rehire, employee must, as a condition of rehire, sign a written agreement authorizing deductions for the installment payments from compensation due to the employee, including a deduction from employee's final paycheck of any remaining installments, should the employee terminate employment prior to completing repayment.

WAGE GROUP/SKILL GROUP DEFINITION

Section 15.7

	Wage Group	Skill Group
Commissions Analyst <u>II</u>	1	1
<u>Credit Representative</u>	1	1
Graphic Designer	1	2
<u>Assignment Specialist</u>	1	3
Billing and Collections <u>Representative</u>	2	1
Customer Service Representative	2	1
Commissions Analyst <u>I</u>	<u>2</u>	2
Co-op <u>Representative</u>	<u>2</u>	2
Order Analyst <u>II</u>	2	<u>2</u>
<u>Graphics Associate</u>	<u>2</u>	<u>3</u>
<u>Sales Support Administration</u>	<u>2</u>	4
Order Analyst <u>I</u>	<u>3</u>	<u>1</u>
Administrative Support	3	2
In-column Specialist	3	<u>3</u>
<u>Print Center Administration</u>	<u>3</u>	<u>3</u>

Employee Classifications

Section 15.8 The Company in its sole discretion has used and will continue to use the following employee classifications:

1. "Regular full-time employee" is an employee who is employed to work at least forty (40) hours per calendar week for an indefinite period of time.
2. "Regular part-time employee" is an employee who is employed to work less than forty (40) hours per calendar week for an indefinite period of time.
3. "Regular term employee" is an employee who is employed for a specific project or for a limited period of time with the definite understanding that such an employee's employment will terminate upon completion of the project or at the end of the specified period of time. A regular term employee will work at least forty (40) hours per calendar week and will normally be hired for a period of up to two (2) years.
4. "Part-time term employee" is an employee who is employed for a specific project or for a limited period of time with a definite understanding that such employee's employment will terminate upon completion of the project or at the end of the period of time. A part-time term employee works less than forty (40) hours per calendar week and shall normally be hired for a period of up to two (2) years.

These are the only classifications of employees currently used by the Company. These employee classifications do not alter the terms and conditions of the benefit plans available to eligible employees.

ARTICLE 16 BENEFITS

Benefits

Section 16.1 For information on the Dex Media, Inc., Pension Plan, the Dex Media, Inc. Employee Savings Plan, and the Dex Media, Inc. Group Benefit Plan for Bargained-For Employee, employees should consult each Summary Plan description. The subjects of the benefit agreement are:

Dex Media, Inc. Group Benefit Plan for Bargained-For Employees
Dex Media, Inc. Pension Plan
Dex Media, Inc. Employee Savings Plan
Employee Assistance Plan

All the listed Plans (including the successors to these Plans, as amended) are the only subjects of bargaining agreed upon between Union and Company.

Following the effective date of the agreements between the Company and the Union described above, there will be no reductions in the level of benefits of any of the plans listed above during the life of this Agreement without the consent of the Union, except as provided in Section 16.2, 16.3, 16.4, 16.5 and 16.7 below. Any increases in the level of benefits will be discussed with the Union before implementation.

The Plans listed above, their administration or their terms are not subject to the grievance procedure and arbitration terms of this Agreement.

SHORT TERM DISABILITY BENEFITS

Section 16.2 Short term disability benefits shall be provided to all eligible employees.

The Company reserves the right to change or modify these short-term disability benefits, including but not limited to, the right to change insurance carriers or administrators, the benefit amount and length, and the initial eligibility period provided that any changed, modified or substituted benefits will not be less than what is offered to the employees' managers and the STD benefit period will not be less than 12 weeks.

For Directory Advertising Consultants short term disability benefit pay will be based on average earnings. Average earnings include base salary plus commissions paid in the last twenty-six (26) pay periods (pro-rated for employees with less than one [1] year of service).

PENSION PLAN

Section 16.3 Benefit accruals under the Dex Media, Inc. Pension Plan will cease effective December 31, 2009 such that service or compensation beyond December 31, 2009 will not enhance any employee's pension benefit. Participants will continue to receive Term of Employment service credit for vesting and service pension eligibility for service after December 31, 2009, but will not receive any further Pension Calculation Service (PCS) credit. Balances under the Account Balance Formula as of December 31, 2009 will continue to accrue interest credits as provided in the Pension Plan until pension benefits are distributed to each participant following termination.

During the term of this Agreement, including any extension, all vested employees will have the option to receive their pension benefit in a lump sum payment following separation from service, subject to limitations imposed by law, including Section 436 of the Internal Revenue Code. Lump sums for benefits under the Account Balance Formula will equal the account balance. Otherwise, the lump sum will be calculated using the same method used to calculate lump sum

payments under the Old Management formula as defined in the Pension Plan currently in effect.

RETIREE BENEFITS

Section 16.4 The Company shall provide health benefits to CWA retirees who retired on or before October 2, 2009 (“Qualified CWA Retirees”) and their qualified dependents under the Dex Media, Inc. Group Benefit Plan for Bargained-For Employees (the “Plan”), subject to the minimum eligibility criteria stated in the Plan as currently in effect. Such health care benefits will be provided until the earliest of (a) the date the retiree or spouse individually reach Medicare eligibility; (b) such time the participant is no longer eligible as defined in the Plan; or (c) December 31, 2011:

(1) The premiums for coverage for Qualified CWA Retirees will be set by a third party employing standard underwriting methodologies taking into account both age-adjusted active experience and retiree plan experience. The Company will cover the following portion of the annual premiums as set by the third party:

	<u>2010</u>	<u>2011</u>
<u>Retiree only coverage</u>	<u>\$4,440.00</u>	<u>\$2,220.00</u>
<u>Spouse only coverage</u>	<u>\$4,440.00</u>	<u>\$2,220.00</u>
<u>Retiree plus spouse coverage</u>	<u>\$8,880.00</u>	<u>\$4,440.00</u>
<u>Retiree plus child(ren)</u>	<u>\$5,475.00</u>	<u>\$2,737.00</u>
<u>Spouse plus child(ren)</u>	<u>\$5,475.00</u>	<u>\$2,737.00</u>
<u>Retiree plus family</u>	<u>\$9,915.00</u>	<u>\$4,957.00</u>

Qualified CWA Retirees will be responsible for payment of one hundred percent (100%) of the premiums (as set by the third party) in excess of the company portion listed above. Retired participants will be charged for coverage on a monthly basis. Surviving spouses will be responsible for the full premium amount as set by the third party beginning in the seventh (7th) month following the death of the retiree. No coverage will be provided once the surviving spouse reaches Medicare eligibility.

(2) Retired participants and/or their spouses that were retired and Medicare eligible as of December 31, 2006 are Grandfathered for purposes of post Medicare retiree health coverage. For such Grandfathered retirees, the Company will cover the following portion of the premiums as set by a third party:

	<u>2010</u>	<u>2011</u>
<u>Retiree/spouse only coverage</u>	<u>\$2,250.00</u>	<u>\$1,125.00</u>
<u>Retiree plus spouse eligible for Medicare</u>	<u>\$4,500.00</u>	<u>\$2,250.00</u>
<u>Retiree plus spouse not eligible for Medicare</u>	<u>\$6,690.00</u>	<u>\$3,345.00</u>
<u>Retiree/spouse plus child(ren)</u>	<u>\$3,285.00</u>	<u>\$1,642.00</u>
<u>Retiree plus family (spouse eligible for Medicare)</u>	<u>\$5,535.00</u>	<u>\$2,767.00</u>
<u>Retiree plus family (spouse not eligible for Medicare)</u>	<u>\$7,725.00</u>	<u>\$3,862.00</u>

Grandfathered retired participants will be responsible for payment of one hundred percent (100%) of the premiums (as set by the third party) in excess of the company portion listed above. Retired participants will be charged for coverage on a monthly basis. Surviving spouses will be responsible for the full premium amount as set by the third party beginning in the seventh (7th) month following the death of the retiree.

(3) The Plan shall provide benefits equivalent to the average actuarial value (subject to the possibility of the Company's assessment of premiums as set forth above) of the benefits provided from time to time under the health care plan for active CWA employees, and the Company shall continue to have the right to amend such benefits subject to negotiations.

(4) No retiree health benefits will be available to CWA employees who retire after October 2, 2009. No retiree health benefits will be available to any CWA employee or retiree, including Grandfathered retirees, after December 31, 2011.

(5) Retiree life insurance coverage for Qualified CWA Retirees will terminate on December 31, 2009. Retiree life insurance coverage will not be available to CWA employees who retire after October 2, 2009.

MEDICAL/DENTAL/VISION BENEFITS

Section 16.5 The Company agrees to provide medical, dental and vision benefits for all full-time and part-time employees scheduled to work at least twenty (20) hours per week. These benefits will be provided in accordance with the Dex Media, Inc. Group Benefit Plan for Bargained-For Employees.

The Company reserves the right to change or modify the Dex Media, Inc. Group Benefit Plan for Bargained-For Employees including, but not limited to, the right to change insurance carriers or administrators, the benefit types and levels, the amount of employee contribution for individual and dependent coverage, and the initial length of employment eligibility period; provided that any changed, modified or substituted plan will be the same as offered to the employees' managers.

EDUCATIONAL ASSISTANCE PROGRAM

Section 16.6 The Educational Assistance Program will provide as follows:

- Employees will be eligible for annual educational assistance for approved degree programs up to five thousand, two hundred fifty dollars (\$5,250.00) for undergraduate programs and seven thousand dollars (\$7,000.00) for graduate programs.
- Non-degree courses that are job-related may be eligible for educational assistance up to an annual maximum of one thousand five hundred dollars (\$1,500.00). Manager approval is required for all non-degree courses.
- Personal development coursework and continuing education programs that are not job-related will not be eligible for educational assistance.

Employees will be eligible for reimbursement of one hundred percent (100%) of expenses for approved coursework, eligible fees and books (subject to the maximum annual limits) for a course if a grade of C or better is obtained (or "Pass" in a pass/fail course).

EMPLOYEE SAVINGS PLAN

Section 16.7 The Company agrees to provide a 401(k) savings plan for eligible employees. Employees shall be eligible to participate in the Dex Media, Inc. Employee Savings Plan as provided in the terms of the plan.

Effective January 1, 2010 through December 31, 2012, each eligible Transition Group participant shall receive a Transition Contribution based on the participant's age and Pension Calculation Service (PCS) on December 31, 2009, subject to the Section 401(a)(17) limits:

<u>Age + Years of PCS</u>	<u>Percentage of Compensation</u>
<u>70-74</u>	<u>2%</u>
<u>75-84</u>	<u>4%</u>
<u>85 or more</u>	<u>6%</u>

The Company reserves the right to change or modify the Dex Media, Inc. Employee Savings Plan at any time during the term of this Agreement including, but not limited to, the right to change administrators, investment options, contribution limits, matching formula, enrollment and vesting provisions, and the initial length of employment eligibility period; provided that any changed or modified plan will be the same as offered to the employees' managers.

ARTICLE 17 UNION SPECIFICS

AGENCY SHOP AND COLLECTION OF DUES

Section 17.1 Where permitted by law, each bargaining unit member is obligated to tender to the Union amounts equal to periodic dues from the effective date of this Agreement until the termination of this Agreement. Employees entering into the bargaining unit after the effective date shall have thirty (30) days to tender to the Union amounts equal to periodic dues until the termination of this Agreement. The condition of employment specified above shall not apply during periods of formal separation.

The Company agrees upon receipt of an acceptable union dues deduction authorization card signed by an employee to deduct the amount of union dues (excluding initiation fees, fines and special assessments) certified to the Company by the Union. Deductions shall continue until written cancellation is provided to the Company.

The Company will make deductions in such manner as is most convenient to the established payroll system and pay to the Union the amount of these deductions once per month.

The Company will supply the Union with an updated list of the employees in the bargained-for unit on a monthly basis. The list will include the employee's name, home address, social security number, and the term of employment.

The Union agrees to indemnify and hold the Company harmless in all respects for deductions made and all employee information provided in accordance with the provisions of this section.

TIME OFF FOR UNION ACTIVITIES

Excused Paid Time - Union-Management Meetings

Section 17.2 When the Company agrees, authorized employees will be allowed excused time, paid at the employee's basic rate of pay, for the purpose of meeting with the Company's representatives on matters pertaining to the administration of this Agreement, or the relationship between the Company and the Union.

Authorized union representatives may attend grievance meetings without loss of pay, but shall be limited in number to those required for the meeting at any given step. In no case shall the number of paid union representatives exceed three (3) at Step One, two (2) at Step Two and none (0) at Step Three of the grievance procedure. These employees shall be paid for actual time spent traveling to and from grievance meetings during regularly scheduled tour, up to a maximum of two (2) hours at Step One and up to a maximum of four (4) hours at Step Two.

Excused Non-Paid Time

Section 17.3 The Company will grant to any employee designated by the Union (except full-time union officers) the total aggregate time off, without pay up to a maximum of thirty (30) consecutive days or a total of four hundred eighty (480) hours in any calendar year to handle Union business. Excused absences granted to full-time union officers shall not exceed thirty (30) consecutive calendar days or a total of seven hundred (700) hours in a consecutive year to handle union business. The Company shall be given reasonable notice of such absences. The needs of the Company and the union will be considered in granting the above non-paid time off.

UNION LEAVES OF ABSENCE

Section 17.4 Upon a written notice from the Union, authorized union representatives shall be allowed an unpaid leave of absence when said absence for union activities exceeds or is to exceed thirty (30) consecutive calendar days. Each leave of absence shall not exceed one (1) year without a written notice from the Union requesting an extension of said leave of absence. The total of all

such leaves and extensions granted an employee shall not exceed eighteen (18) years during his/her employment with the Company.

In computing the employee's net credited service for all purposes except wage progression, full credit shall be allowed for the period of leaves of absence for union activities. When the leave of absence for union activities is used to compute an employee's net credited service, the employee shall retain eligibility according to term of service for death benefits and sickness disability benefits.

UNION ACTIVITY ON COMPANY PREMISES

Section 17.5 Employees who are authorized local union representatives or union members may conduct lawful union activities on Company premises only during nonworking time in non-working areas, and in a manner which will not interfere with the operation of the business or the rights of individual employees.

Union representatives or members who are not employees may enter upon Company premises after obtaining approval from a management representative of the Company.

AUTHORIZED UNION REPRESENTATION

Notices Regarding Union Organization

Section 17.6 The Union agrees that its District Vice President or a person duly empowered to act in the District Vice President's behalf shall keep the Director – Labor Relations, or his/her designate, currently advised, in writing, of the representatives of the national Union who are authorized to deal with the Company regarding employees in the bargaining unit, and regarding such matters as designating the locals which have been established, designating the officers or other authorized representatives of such locals, and indicating the jurisdiction of such locals and their representatives. The Union agrees further that such notifications and authorizations shall designate the union representative or representatives to whom notices, information, certifications and services by Company representatives, as are provided for in this agreement, shall be directed or furnished.

Promotion, Transfer Assignment of Union Officers

Section 17.7 The Company shall give the Union notice, as soon as practical, of a union officer or steward's promotion to a management position or transfer to another office or work group.

BULLETIN BOARDS ON COMPANY PREMISES

Section 17.8 The Company agrees to provide the union with space for bulletin boards at each work location. These bulletin boards are for the purpose of providing employees with union announcements and notices. In keeping with responsible Union/Company relations, only materials in good taste will be posted.

CWA-COPE PAC

Section 17.9 The Company will continue to permit CWA represented employees to contribute to the CWA COPE Political Action Committee ("CWA-COPE-PAC") through payroll deductions.

Payroll deductions authorized pursuant to this agreement will be transmitted to the Vice President of District 7 on a monthly basis.

ARTICLE 18 COMMITTEES

The Company recognizes that employees have valuable experience and skills enabling them to make significant contributions to the success of the business. The Company wants to encourage employees to contribute to decision-making which improves their daily work. The Union and the Company will jointly develop and support the following committees to discuss issues of mutual interest and concern:

LABOR MANAGEMENT COUNCIL

Section 18.1 A Labor Management Council (LMC) will be formed for the purposes of continuing discussion about issues which may come up during the period of time covered under this contract. The Council core team shall jointly be chaired by the CWA and Company bargaining agents and shall be composed of up to eight (8) additional members, four (4) from management and four (4) who are Union designated. The Council will meet at mutually agreeable times and places to determine its structure, agenda and operations. The Council will have a Company-wide focus and will discuss issues such as, but not limited to, competition, customer service, product quality, safety & health, training, technology changes and its impacts, force adjustments, Career Initiatives, telecommuting, occupational job evaluations, sales compensation administrative practices, and electronic data gathering. In addition, the committee will encourage and support employee involvement committees.

The Labor Management Council may appoint other joint committees as needed to work on special issues of mutual interest and concern.

LOCAL MARKET ASSIGNMENT COMMITTEES

Section 18.2 Local committees of managers and Union designated representatives will discuss local market assignment issues and develop market channeling recommendations. It is also agreed that no aspect of these discussions shall supersede or alter any provision of the contract, including, but not limited to, Section 6.2.

October 3, 2009

Jana Smith-Carr
Staff Representative
Communications Workers of America
District 7
8085 East Prentice Avenue
Greenwood Village, CO 80111

Subject: Prospector Channel

Dear Ms. Smith-Carr:

One of the company's strategies is to grow the number of advertisers and to improve results from the sale of advertising to the non-advertiser market. To that end, the company plans to trial an internal sales channel dedicated to this effort. The new channel will be called the internal Prospector Channel. Two central locations will be established in CWA territory, Omaha, Nebraska and Bellevue, Washington. To better serve these customers the Prospector Channel will have both outbound and inbound capabilities.

The Prospector Channel will be considered under the Account Representative provisions of our labor contract unless otherwise specified in this agreement.

MARKET

The Non Ad Channel will contact accounts, who currently do not advertise in our print directories and will sell the full line of products with a focus on print advertising.

COMPENSATION

The Prospector Channel Sales People will receive a salary based on the following schedule:

STEP	<u>Weekly Salary</u>
1	705.20
2	732.80
3	761.60
4	792.00
5	824.00

A conversion/penetration bonus will be paid each pay period. This bonus will be calculated by multiplying the number of new connects and non-advertiser conversions at six dollars (\$6.00) per conversion.

A performance bonus will be paid every pay period. The performance bonus will be calculated based on the total net revenue sold during the bonus period multiplied by thirty cents (\$0.30).

Supersedures and charge backs will impact results in the pay period in which they are worked to the system and reflected in the corresponding bonus calculation.

Sales people in the Prospector Channel who achieve the revenue target of seventeen thousand dollars (\$17,000.00) for the year will also be eligible for an annual quota bonus. The quota bonus will be calculated based on the total revenue sold during the bonus period multiplied by twenty cents (\$0.20). The revenue target for sales people new to the channel will be prorated as follows:

Hired During	First Year Revenue Target
First quarter	<u>\$17,000.00</u>
Second quarter	<u>\$12,750.00</u>
Third quarter	<u>\$8,500.00</u>
Fourth quarter	<u>\$4,250.00</u>

This agreement will expire with our current contract on September 14, 2012 or when it is superseded by a new agreement, which ever is sooner. However, the company may, at its discretion, end the trial at any time. The company will periodically provide the Union with updates on the trial.

Sincerely,

Concur

Bruce Anderson
Director Labor Relations

Jana Smith-Carr
District 7 Dex Bargaining Agent

October 3, 2009

Jana Smith-Carr
Staff Representative
Communications Workers of America
District 7
8085 East Prentice Avenue
Greenwood Village, CO 80111

RE: Leased Workers

Dear Ms. Smith-Carr:

This letter will reconfirm the Company's commitment to comply with Section 6.7 of this collective bargaining agreement.

The Labor Management Council will discuss usage of leased workers utilizing the data provided as outlined in Section 6.7. In addition, the quarterly report provided by the Company will be formatted to report the total number of leased workers and the number of hours worked by each by month during the quarter.

Sincerely,

Concur

Bruce Anderson
Director Labor Relations

Jana Smith-Carr
District 7 Dex Bargaining Agent

October 3, 2009

Jana Smith-Carr
District 7 Dex Bargaining Agent
8085 E. Prentice Ave
Greenwood Village, CO 80111

Subject: Sales Channel Transition Plan

Dear Jana:

Effective the first pay period following ratification, the basic annual salary for all Directory Advertising Consultants–Premise (all three levels) will be increased to \$25,500.00 and the basic annual salary for all Directory Advertising Consultants–Telephone (both levels) will be increased to \$23,100.00.

The new compensation plan will be effective beginning with each respective canvass related to market throws on or after December 1, 2009 for directories published or digital advertising fulfilled in the 2010 publishing cycle. Prior to such time, the employees in each respective office will be paid under the compensation plan set forth in the 2006-2009 collective bargaining agreement.

In implementing the new compensation plan, employees will be offered the opportunity to select their sales channel level by order of their ranking, from highest to lowest, within their respective office. The information used for that ranking will be based on either the unflouted 2009 BOTS or, if the cycle for that office has been completed, the 2009 NISD.

Thereafter, future sales channel level job openings will be posted and filled as provided in Section 14.1.

Prior to the market throw for the first directorate occurring after December 1, 2009, the Company will inform and/or meet with the CWA District 7 Bargaining Agent and/or his/her designees, the Director of Labor Relations and the Assistant Vice President of Sales Operations and/or their designees of the modifications to the Market Assignment Policy based upon the new compensation plan, including details of its implementation.

Such transition topics will include, but are not limited to:

- Selection and deployment of DAC Premise based upon the above mentioned criteria;
- Selection and deployment of DAC Executive Premise based upon the above mentioned criteria;
- Selection and deployment of DAC Major Premise based upon the above mentioned criteria;
- Selection and deployment of DAC Telephone based upon the above mentioned criteria;

- Selection and deployment of DAC Executive Telephone based upon the above mentioned criteria;
- Transition, promotion and deployment of current Account Representatives to Directory Advertising Consultant–Telephone; and
- Creation and re-deployment of Account Representative channel and parameters associated with it, including variable sales compensation.

The above information will be provided to the Union as each of the remaining offices transition to the new compensation plan described in Article 11.

Sincerely,

Concur

Bruce Anderson
Director Labor Relations

Jana Smith-Carr
District 7 Dex Bargaining Agent

October 3, 2009

Jana Smith-Carr
District 7 Dex Bargaining Agent
8085 E. Prentice Ave
Greenwood Village, CO 80111

Subject: Clerical and Production Employees Red-Circle Rates

Dear Jana:

As a supplement to the successor collective bargaining agreement, the parties agree to the following additional terms:

1. Clerical and Production employees ("Production employees") hired on or before October 2, 2009, will be Red-Circled at their basic rate of pay existing on October 2, 2009, for the life of the successor agreement ("Grandfathered Production employees").
2. Grandfathered Production employees will move to the new job classifications set forth in Article 15 as of January 1, 2010. Production employees hired on or after October 3, 2009, will be immediately subject to the new job classifications and basic rates of pay set forth in the successor agreement.
3. Grandfathered Production employees will receive either his/her Red-Circled rate of pay or the new wage rate, set forth under Section 8.3 of the successor agreement, whichever is higher.
 - a. To the extent an employee is subsequently demoted or voluntarily transfers to a position in a lower wage group, he/she will no longer be Red-Circled. In such cases, the employee's new wages will be adjusted to reflect the new wage group as set forth in Article 8.
 - b. To the extent an employee is subsequently promoted or temporarily assigned to a position in a higher wage group, he/she will receive either his/her Red-Circled wage rate or the new wage rate for the promotion or temporary assignment, whichever is higher. To the extent that promotion or temporary assignment to a higher wage group exceeds the highest step within the wage group, sections 6.1 and 14.2A do not apply.
 - c. In the event an employee moves into a position outside of the bargaining unit, he/she will no longer be Red-Circled.

Sincerely,

Concur

Bruce Anderson
Director Labor Relations

Jana Smith-Carr
District 7 Dex Bargaining Agent

October 3, 2009

Jana Smith-Carr
District 7 Dex Bargaining Agent
Communications Workers of America
8085 E. Prentice Avenue
Greenwood Village, CO 80111

Subject: Account Representative Transition

Dear Jana:

The Company will transition current Account Representatives to Directory Advertising Consultant – Telephone. Deployment will begin in each office effective with each respective canvass related to market throws on or after December 6, 2009 for directories published or digital advertising fulfilled in the 2010-2011 publishing cycle.

Creation and re-deployment of the Account Representative channel will commence shortly thereafter.

Bonus opportunities for the newly deployed Account Representatives will be based on the following categories for each quarter:

1. Total Sales Percent (Revenue)
2. Customer Account Retention Percent

At target, the quarterly amounts available for payout will be \$700 for Total Sales Percent and \$300 for Customer Account Retention Percent. The Customer Account Retention Percent component will be an accelerator and only paid if the Total Sales Percent reaches a quarterly minimum of 85%.

A bonus target will be identified for each of the categories. The same Target Percent will be used for all quarterly payout opportunities.

	<u>Qtr. 1</u>	<u>Qtr. 2</u>	<u>Qtr. 3</u>	<u>Qtr. 4</u>	<u>Total</u>
<u>Total Sales Percent (Revenue)</u>	<u>\$700</u>	<u>\$700</u>	<u>\$700</u>	<u>\$700</u>	<u>\$2,800</u>
<u>Customer Account Retention Percent (Accelerator)</u>	<u>\$300</u>	<u>\$300</u>	<u>\$300</u>	<u>\$300</u>	<u>\$1,200</u>
<u>Total Bonus Amount</u>	<u>\$1,000</u>	<u>\$1,000</u>	<u>\$1,000</u>	<u>\$1,000</u>	<u>\$4,000</u>

Results for the quarterly bonuses will be based on results of all customers assigned to an Account Representative for all Directories that publish, or Digital that fulfills in the respective quarter.

There will be no interpolation of factors in determining payout amounts.

Bonus Calculations and Payout

Total Sales Percent Calculations:

Total Sales percent targets will be used to base the bonus payout for each quarter.

$$\frac{\text{Percent Total Sales} = \text{Total NISD Revenues}}{\text{Retired Revenue}}$$

* Boosted Revenue is included in both the Total NISD Revenue and the Retired Revenue figures.

The Total Sales Percent bonus opportunity is as follows:

Quarterly Payout Scale

<u>Percent Total Sales</u>	<u>% Payout</u>	<u>\$ Payout</u>
<u>95% +</u>	200%	\$1,400
<u>93% - 94.99%</u>	175%	\$1,225
<u>91% - 92.99%</u>	150%	\$1,050
<u>89% - 90.99%</u>	125%	\$875
<u>87% - 88.99%</u>	100%	\$700
<u>85% - 86.99%</u>	50%	\$350

Customer Account Retention Calculations Percent:

Customer Account Retention targets will be established for each quarter. The base number of customers will be taken from kGen and reflect the number of customers assigned to each individual Account Representative.

$$\frac{\text{Renewal Percent} = \# \text{ Accounts Retained}}{\# \text{ Accounts Assigned}}$$

* Boosted Accounts are included in both the total # Accounts assigned and the Accounts retained figures.

The Customer Account Retention bonus opportunity is as follows:

Quarterly Payout Scale

<u>Percent Total Sales</u>	<u>% Payout</u>	<u>\$ Payout</u>
<u>93% +</u>	200%	\$600
<u>91% - 92.99%</u>	175%	\$525
<u>89% - 90.99%</u>	150%	\$450
<u>87% - 88.99%</u>	125%	\$375
<u>85% - 86.99%</u>	100%	\$300
<u>83% - 84.99%</u>	50%	\$150

Total Bonus Targets

At Plan:

The following table represents the at plan target bonus payout opportunity for a compensation cycle. Customer Account Retention bonus is calculated at 100% bonus achievement and Total Sales Bonus is calculated at 100% bonus achievement.

<u>At Plan Comp Cycle Payout per AR</u>	<u>At Plan Target</u>
<u>Total Sales Payout / AR</u>	<u>\$2,800</u>
<u>Cust. Acct. Retention / AR</u>	<u>\$1,200</u>
<u>Total Bonus Payout / AR</u>	<u>\$4,000</u>

Maximum

The following table represents the maximum target bonus payout opportunity for a compensation cycle. Customer Account Retention bonus is calculated at 200% bonus achievement and Total Sales Bonus is calculated at 200% bonus achievement.

<u>Maximum Comp Cycle Payout per AR</u>	<u>Maximum Target</u>
<u>Total Sales Payout / AR</u>	<u>\$5,600</u>
<u>Cust. Acct. Retention / AR</u>	<u>\$2,400</u>
<u>Total Bonus Payout / AR</u>	<u>\$8,000</u>

A review of the performance of the AR channel may be conducted quarterly, beginning six months after its implementation. The scope of the review will be to determine trends and effectiveness. An annual review may be conducted to adjust future Total Sales percent targets and Customer Account Retention targets, which will be no higher than those reflected in the above Percent Total Sales columns. The Company decision and implementation of any such revisions to the bonus plan shall not be subject to Union approval or arbitration.

Sincerely,

Concur

Bruce Anderson
Director Labor Relations

Jana Smith-Carr
District 7 Dex Bargaining Agent

October 3, 2009

Jana Smith-Carr
District 7 Dex Bargaining Agent
8085 E. Prentice Ave
Greenwood Village, CO 80111

Subject: Wage Group Movement

Dear Jana:

Effective January 1, 2010, Grandfathered Production employees, referred to in the Clerical and Production Employees Red-Circle Rates MOU, will be deployed to Wage Group/Skill Group and Titles as provided in Attachment A. Individual employees will move to new titles based on current job responsibilities and supported business processes.

Sincerely,

Concur

Bruce Anderson
Director Labor Relations
Attachment

Jana Smith-Carr
District 7 Dex Bargaining Agent

ATTACHMENT A

WAGE GROUP MOVEMENT

CURRENT WAGE GROUP	CURRENT JOB	NEW JOB	NEW WAGE GROUP
1	Graphic Designer	Graphic Designer	1
1	Customer Service Representative	Customer Service Representative	2
		Credit Representative	1
1	Credit Mgmt Org Rep	Billing and Collections Rep	2
		Billing and Collections Rep (Billing Administration)	2
		Billing and Collections Rep (Collections)	2
		Billing and Collections Rep (Nat'l Collector)	2
		Assignment Specialist	1
2	Order Analyst	Order Analyst II (National Ops)	2
		Order Analyst I	3
		Order Analyst I (Contract Load)	3
		Order Analyst I (Listings Maint)	3
2	Info Systems Admin	Print Center Administration	3
2	Composer	Graphics Associate	2
3	National Logo Librarian		
3	Manufacturing Specialist		
4	Clerical Support		
3	Administrative Support	Administrative Support	3
		Administrative Support (Return Mail)	3
		Administrative Support (Vendor Support)	2
		Sales Support Administration	2
3	In-Column Specialist	In-Column Specialist	3
3	Commissions Analyst	Commissions Analyst II	1
		Commissions Analyst I	2
3	Co-op	Co-op Representative	2

October 3, 2009

Jana Smith-Carr
District 7 Dex Bargaining Agent
8085 E. Prentice Ave
Greenwood Village, CO 80111

Subject: Ratification Incentive Agreement

Dear Jana:

The Company and the Union have reached a tentative agreement on a new Collective Bargaining Agreement. The Union and its employee bargaining committee have agreed to recommend ratification of the new Agreement and the Company agrees to provide the following ratification bonus:

1. All Production employees actively on the payroll as of the ratification date will receive a bonus of \$1,500.00, less applicable payroll deductions and withholdings.
2. All Sales employees actively on the payroll as of the ratification date will receive a bonus of \$1,000.00, less applicable payroll deductions and withholdings.
3. The Company will increase its wage proposal for employees in Wage Groups 1, 2 and 3 hired on or after October 3, 2009 in the third year of the agreement (effective October 9, 2011) from 1% to 2% applied to all steps in the progression. (Section 8.3.)
4. The Company and the Union agree the No Strike-No Lock Out clause and the Dispute Resolution (Grievance Procedure) and Arbitration clauses will remain in full force and effect during the ratification process.
5. This ratification incentive is contingent upon the Agreement being ratified on the first vote and no later than November 6, 2009. Should such ratification occur, the Company and the Union agree the effective date of the new Agreement will be October 3, 2009. Should such ratification not occur, this Ratification Incentive Agreement will be considered automatically withdrawn and will not be offered again.

Sincerely,

Concur

Bruce Anderson
Director Labor Relations

Jana Smith-Carr
District 7 Dex Bargaining Agent