

**AGREEMENT**

**BETWEEN**

**DEX MEDIA, INC.**

**AND**

**COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO  
CWA LOCAL 1400**

**NEW ENGLAND SALES OFFICES  
(MAINE, MASSACHUSETTS, NEW HAMPSHIRE,  
RHODE ISLAND, AND VERMONT)**

**EFFECTIVE: OCTOBER 22, 2018**





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## **ARTICLE 1**

### **Agreement**

- 1.1 This Agreement is made as of October 22, 2018 by and between Dex Media, Inc., hereinafter referred to as the "Company" for sales representatives in its New England (Maine, Massachusetts, New Hampshire, Rhode Island, Vermont) Sales Offices, and the Communications Workers of America, hereinafter referred to as the "Union."

## **ARTICLE 2**

### **Non-Discrimination**

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

## **ARTICLE 3**

### **Federal and State Laws**

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

## **ARTICLE 4**

### **Union Recognition**

- 4.1 The Company hereby recognizes the Union as the sole and exclusive collective bargaining representatives for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, for all of its employees in the collective bargaining unit certified by the National Labor Relations Board in Case Number 1-RC-6407 and for Advertising Account Representatives-Telephone Marketing.

## **ARTICLE 5**

### **Management Rights**

- 5.1 The Union recognizes the Company's traditional right to manage its business except as specifically limited by this Agreement. Nonetheless, if the Company plans to make any change in the way it manages its business which significantly affects a term(s) and/or condition(s) of employment which is bargainable under the NLRA, and which term(s) and/or condition(s) of employment (or changes thereto) are not otherwise dealt with in this Agreement, the Company will notify the Union in advance of making the change, and provide an opportunity for the Union to meet and negotiate over the change for thirty days prior to the Company's implementation of the change. It is not the intent of the Company to impose financial obligations on employees which will more than minimally reduce the value of their compensation packages (e.g., requiring an employee to expend personal resources on specialized training or designer blazers).

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

## **ARTICLE 6 Mutual Responsibilities**

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

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



**ARTICLE 7**  
**Definitions**

- 7.1 **Regular Employee** – shall mean an employee, who is hired for continuous employment, accumulates service and is entitled to all the benefits and coverages granted in this Agreement.
- 7.2 **Regular Full-time Employee** – shall mean an employee who is normally assigned a work schedule of forty (40) hours per week.
- 7.3 **Regular Part-time Employee** – shall mean an employee whose normal assignment of work is less than a normal workweek.
- 7.4 **Employee** – shall mean a person who is in the bargaining unit and who performs work for the Company for which they are paid a stated compensation reported on a W-2 form.
- 7.5 **Temporary Employee** – shall mean an employee hired for a specific project or a period of time, with the definite understanding that their employment is to terminate upon the completion of the project or at the end of the period, and whose employment is expected to continue for not more than twelve (12) months. A temporary employee is not entitled to the benefits and coverages granted in this Agreement unless such entitlement is expressly stated as applicable to temporary employees.
- 7.6 **Occasional Employee** – shall mean an employee who is engaged on a daily basis for a period of not more than three (3) months, in any calendar year, regardless of the length of the daily or weekly assignments. Such individuals are to be treated as employees only on the specific day(s) for which work assignments are scheduled. An occasional employee is not entitled to the benefits and coverages granted in this Agreement unless such entitlement is expressly stated as applicable to occasional employees.
- 7.7 **Seniority** – Seniority for vacation selection or other circumstances where seniority applies shall mean net credited service.
- 7.8 **Net Credited Service** – shall mean “net credited service” as defined by Part 1 or Part 3, as applicable, of the SuperMedia Pension Plan for Collectively Bargained Employees.
- 7.9 **Business Requirements** – shall mean the requirements, as determined by the Company to accomplish its business.
- 7.10 **Shift** – normally shall mean an eight (8)-hour work period.
- 7.11 **Normal Workweek** – The normal workweek for regular full-time employees will be forty (40) hours.
- 7.12 **Union Representative** – shall mean a person duly designated as such in writing by the Union to Dex One Service, Inc. Human Resources/Labor Relations.

**ARTICLE 8**  
**Common Interest Forum**

- 8.1** The Company and the Union share a mutual commitment to the achievement of strategic and revenue growth objectives consistent with the Dex Media, Inc. Strategic Plan and the interests of the employees.

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

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

Providing a forum for feedback on existing sales policy and to promote an understanding of sales policies and their application (Note: Sales Policy will be a standing agenda item for each Common Interest Forum meeting);

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

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

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

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

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

The forum shall meet from time to time as mutually agreed, but no less than twice a year, which meetings are planned for January and June unless otherwise agreed by the parties.

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

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

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

**8.2.2** If more than one Union representative is excused from work for participation, such representative shall be unpaid unless the Director-Labor Relations or the Director-Human Resources has agreed in advance.

**ARTICLE 9**  
**Compensation and Job Classifications**

**Sales Compensation**

- 9.1** Dex Media, Inc.'s Sales Compensation Plan, which includes Base Pay Ranges, will apply to sales representatives in each job title. The Sales Compensation Plan will be implemented in conjunction with Dex Media, Inc. sales policies as adjusted periodically. Base pay administration will be in accordance with the Company's Merit Pay Plan.
- 9.2** In connection with the Sales Compensation Plan, or any other plan implemented under 9.3 hereof, Management, in its sole judgment, will establish the objectives and commission rates for every sales representative, taking into account such factors as growth objectives, market conditions, product factors, job title and account assignment.
- 9.3** After one (1) year from implementation of the Sales Compensation Plan, Dex Media, Inc. reserves the right to change the sales compensation plan design. The Company will provide notice to the Union with respect to any significant changes and an opportunity to bargain for up to thirty (30) days prior to any significant changes taking effect. It is not the intent of the Company to diminish earnings potential with any future changes to plan design, but rather to invest sales compensation dollars wisely to ensure Dex Media, Inc.'s revenue and strategic goals are met in an increasingly competitive environment.
- 9.4** If, between six and nine months after the unilateral implementation of any significant change in the plan design (that is, after a reasonable stabilizing period), the Union identifies that the change has resulted in a significant diminution of earnings potential, as defined below, then the Company shall pay a remedy as described below. There shall be no other remedy.
- 9.4.1** A significant diminution in earnings potential is defined as a five percent (5.0%) or more difference in average earnings (base pay plus incentive) for a sales job title across all CWA bargaining units of the Company's New England, New York, and Mid-Atlantic Sales Territories utilizing the Sales Compensation Plan for which the change has been made, from what would have been earned had the change not been made. To determine the percent change, average earnings for the most recent two (2) full plan quarters for the sales job title(s) and bargaining unit(s) affected by the change in plan design will be compared to average earnings which have been earned by the same population calculated utilizing the plan design prior to the change. For purposes of these calculations, only employees with six months or more in the sales job title at the beginning of the measurement period will be included. The parties acknowledge that comparisons of plans with different components may produce distortions which do not reflect changes in earnings potential. Adjustments will be made to any calculation to avoid any such distortions.
- 9.4.2** If the calculation of the difference defined in 9.4.1 shows a decrease in average earnings of more than five percent (5.0%), then the Company will pay a total remedy, based on a maximum remedy of \$1 million, to be distributed based on performance among the employees affected by the decrease and who are then on the payroll. The amount and distribution of the total remedy will be determined as follows:

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

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

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

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

***Total Targeted Compensation – Premise***

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

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

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

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

### **Job Classifications**

- 9.7** The Company may establish new job title(s), and review and change existing job duties and title(s), based on the content of the job and the work being performed as deemed necessary.
- 9.8** The job title classification assigned to employees will be in accordance with the preponderance of work duties they are called upon to perform.
- 9.9** Whenever the Company determines it appropriate to create a new job title or job classification in the bargaining unit, it shall proceed as follows:
- 9.9.1** The Company shall notify the Union in writing of such job title or classification and shall furnish a job description of the duties and the career level with annual base salary range determined for such job titles and classification. Following such notice to the Union, the Company may proceed to staff such job title or classification.
  - 9.9.2** The Union shall have the right, within thirty (30) days from the receipt of notice from the Company, to initiate negotiations concerning the career level with annual base salary range established by the Company.
  - 9.9.3** If negotiations are not so initiated, or if the parties are unable to reach agreement within sixty (60) days, the career level with annual base salary range set by the Company shall remain in effect.

## **ARTICLE 10 Working Practices**

### **10.1 Work Schedules and Shifts**

- 10.1.1** A workday is the period of time between 12:00 midnight preceding and 12:00 midnight ending any day. Any shift is part of the workday on which such shift begins.
- 10.1.2** A workweek will begin on Sunday at 12:01 A.M. and end on the following Saturday at 12:00 midnight.
- 10.1.3** The normal workweek for regular full-time employees will be forty (40) hours.

### **10.2 Overtime**

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

### **10.3 Payroll Adjustments**

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

### **10.4 Promotions and Transfers**

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

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

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

**10.4.4** If the employee is transferred or downgraded in accordance with 10.4.3 above, and an opening occurs in the job title and location from where the employee was transferred or downgraded within a period of one year, the Company will first offer the position to the transferred/downgraded employee. This provision does not apply to performance-related demotions.

### **10.5 Service Quality and Supervisory Observing**

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

### **10.6 Death in the Immediate Family**

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

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

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

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

**10.6.5** Immediate family is defined as:

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

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

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

**10.8** Virtual Office Home Set-Up Payment

Premise Marketing Consultants, hired after October 25, 2015, will be eligible for reimbursement of up to \$750 with receipts subject to Company policy.

**10.9** Virtual Office Privacy Rights

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

**ARTICLE 11**  
**Benefits**

**Uniform Benefits**

**11.1** Effective January 1, 2016 and during the term of this Agreement, Dex Media, Inc. management benefits applicable to the Company, including those listed below, will be provided to employees covered by this Agreement and their dependents, as applicable, in the same manner as they are provided to the Company's management employees as they may change from time to time. The Company agrees to notify the Union of any changes in such plans that would materially change the benefits therein, but, the level of benefits, the selection of the insurance carriers, the rates of contribution, the establishment of all terms and conditions and the administration of the benefit plans, shall be the sole responsibility of the Company, and such matters will not be subject to bargaining, grievance and arbitration, or other legal challenge:

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

#### 11.1.1

It is expressly understood that health benefits will be provided to bargaining unit members during the term of the agreement.

If at any time during the term of this Agreement, the Company HSA contribution provided to management employees is increased, those greater values will be provided to Bargaining Unit employees.

### Transition

#### 11.2 Benefit plan or program changes:

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

**11.2.2** Effective Pay Period 1, 2016, the Company percentage contribution to the Employees' 401(k) Savings Plan account as a "match" of the Employee's contribution as defined in the 401(k) Savings Plan will be: \$1 per \$1 up to and including 3% of eligible pay + \$.50 per \$1 up to and including the next 3% of eligible pay. However, if at any time during the term of this Agreement, the Company percentage matching contribution provided to management employees is a greater percentage, these employees will receive the same percentage matching contribution as is provided to management employees.

**11.2.3** Treatment under Part 3 of the SuperMedia Pension Plan for Collectively Bargained Employees (the "Plan") will be as follows:

- a) Employees hired after December 31, 2007: no participation in Plan.
- b) Employees with less than 5 years of pension accrual service as of January 1, 2009 had their pension accruals frozen as of December 31, 2007.
- c) Employees with 5 years or more of pension accrual service as of January 1, 2009: no service credit after March 31, 2014 except for vesting and qualifying for any applicable early retirement.
- d) As it relates to employees covered by this Agreement, benefits accrued prior to April 1, 2014, and provided to employees under the Plan will not be affected.

#### 11.2.4 Short-term Disability:

- (a) The existing Short-term Disability plan will remain in effect for all claims that have a first date of disability on or before December 31, 2015.
- (b) All claims that have a first date of disability on or after January 1, 2016 will be covered in the same manner at the same benefit levels as the management plan.
- (c) For the purpose of calculating "base pay" for clerical employees and sales representatives approved for payment under the Short Term Disability Plan, the following will apply:



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

**Illness Days**

**11.3** Employees shall be granted five (5) days per year for absence due to illness.

**11.3.1** Changes to Illness Days will be effective January 1, 2016.

**11.3.2** For illness, the use of Illness Days is required before the use of unpaid leave. If an employee’s illness requires absence of greater than five (5) consecutive business days (forty [40] hours), the employee may apply for Short-Term Disability (STD) benefits. The first five (5) business days (forty [40] hours) are considered the “waiting period” under the STD benefit. The time used during the “waiting period” will be deducted from the employee’s Illness Days.

**ARTICLE 12  
Holidays**

**12.1 Observed Holidays**

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

**12.2** When a Holiday falls on a Sunday, it will be observed on the following Monday. When a Holiday falls on a Saturday, it will be observed on the preceding Friday.

- 12.3 When a specified holiday falls within an employee's vacation period, that day is considered a holiday and not a vacation day. The employee is permitted to reschedule the vacation day for a later date.
- 12.4 If a regular, non-exempt employee works on an observed holiday, the employee will receive holiday pay plus pay for time worked on the holiday.
- 12.5 Observed holiday time counts as time worked for the purposes of overtime computation.

**ARTICLE 13**  
**Personal Days**

- 13.1 Regular employees will be granted two (2) excused paid Personal Days per calendar year.
- 13.2 Personal Days shall be selected in order of seniority by employees within each vacation group from the vacation schedule after full week vacations have been selected. The employees' selections shall be granted to the extent practicable, consistent with force requirements and the needs of the business.
  - 13.2.1 Employees are expected to provide reasonable advance notice and obtain approval from their supervisors for any requests for their selected personal day(s).
  - 13.2.2 Allotted Personal Days must be taken by the end of the last payroll period of the calendar year.

**13.3 Winter Closing**

Beginning December 2015, employees will be excused with pay for the Business days during Winter Closing (the four working days between Christmas and New Year's Day). Employees receiving disability benefit payments or who are on an unpaid leave-of-absence will not receive these paid days. If the Company determines not to close the Business during this period in future years, the four business days will be restored, as appropriate, to the employees as excused paid Personal Days under provisions of this Article 13.

**ARTICLE 14  
Vacations**

**Vacation Eligibility**

14.1 Regular employees will accrue vacation days consistent with the following schedule:

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

14.2 Management will make available to members of the work group a schedule for selection of vacation by seniority. The employees' selections shall be granted, to the extent practicable, consistent with force requirements and the needs of the business.

14.3 Eligible employees who resign before taking all of their vacation shall be paid for their unused accrued vacation, provided two weeks' notice of an intention to resign has been received by the Company. In its discretion, the Company may allow less than two weeks' notice.

14.4 Exempt employees may take Vacation Time in full days or half days. Non-Exempt employees may take Vacation Time in full days, half days, or hourly increments.

14.5 Employees may use vacation time before it is accrued up to the amount of their annual accrual. If an employee resigns or is dismissed by the Company, the amount of vacation used in excess of what has been accrued will be deducted from his/her final pay, where allowed by law.

14.6 Available Vacation hours must be used concurrently with an approved unpaid leave of absence.

**Carryover Vacation**

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

**ARTICLE 15  
Regular Part-Time**

15.1 Part-time employees are eligible to receive personal days, holidays and vacation days. Such time-off will be granted in accordance with the appropriate provisions of this Agreement and paid on a prorated basis as determined by the employees' regularly

scheduled hours in a workweek. The proration will be set prior to the start of the part-time assignment. Proration of benefits will be in accordance with the rules and methods stated in the applicable benefit plan documents.

## **ARTICLE 16 Grievance Procedure**

**16.1** A grievance is a complaint involving the interpretation or application of any of the provisions of this Agreement or a complaint that an employee or group of employees in the bargaining unit has been unfairly treated or otherwise demoted, suspended or discharged without just cause.

**16.2** When an employee has a complaint, he/she should first consult her/his immediate supervisor. If the complaint is not resolved, he/she may then follow the grievance procedure outlined below:

**Step 1:** The Union shall present the grievance to the employee's supervisor within thirty (30) calendar days of the occurrence. A written decision will be rendered within fourteen (14) calendar days of the grievance meeting. Resolutions achieved at this level will be non-precedent setting and will not be used as evidence or discussed in any grievance/arbitration matter except as it relates to the aggrieved. Furthermore, resolutions shall be final and binding on all involved parties as to that matter.

**Step 2:** The Union may appeal the Step 1 decision to the next higher level of management. A written decision will be rendered within fourteen (14) calendar days of the grievance meeting unless the time period is extended by mutual consent. Resolutions achieved at this level will be non-precedent setting and will not be used as evidence or discussed in any grievance/arbitration matter except as it relates to the aggrieved. Furthermore, resolutions shall be final and binding on all involved parties as to that matter.

**Step 3:** The Union may next appeal the Step 2 decision to the Director—Labor Relations or a designated representative. The grievance meeting will occur within fourteen (14) calendar days unless otherwise agreed by the parties. A written decision will be rendered within fourteen (14) calendar days of the grievance meeting unless the time period is extended by mutual consent.

**16.3** The Company shall pay not more than two (2) Union representative (who is also an active employee of the Company) to attend at each step. No more than two (2) Union representatives who are also employees of the Company may be present at any step. The Union may have a maximum of three (3) representatives at the third step. The number of attendees may be increased by mutual agreement of the parties.

**16.4** Grievances must be presented within thirty (30) calendar days of the occurrence which gave rise to the grievance. Notification of appeal shall be in writing at Steps 2 and 3 and shall set forth the act or occurrence grieved, the name or names of employees aggrieved where practical, the contract provision alleged to have been violated, if any, and the remedy requested.

**16.4.1** Written appeals to Step 2 must be hand-delivered, sent electronically or faxed, or postmarked via US Mail to the Company representative authorized to handle the grievance within fourteen (14) calendar days following the date of the notice to the Union of the decision reached at Step 1.

**16.4.2** Written appeals to Step 3 must be faxed or sent electronically, or postmarked via US Mail to the Company representative authorized to handle the grievance within fourteen (14) calendar days following the date of the notice to the Union of the decision reached at Step 2.

**16.5** Disposition of any grievance not appealed within the specified time limits shall be considered final.

## **ARTICLE 17**

### **Arbitration**

**17.1** In the event a grievance involving the interpretation or application of any of the provisions of this Agreement is not satisfactorily resolved following the grievance procedure, the Union must request that the matter proceed to arbitration within sixty (60) calendar days following the company's final written reply. Selection of the arbitrator and conduct of the arbitration shall be under the existing labor arbitration rules of the American Arbitration Association unless mutually waived by the parties.

**17.2** The decision of the arbitrator shall be final and binding upon both parties, and shall not be subject to other legal challenge. The arbitrator shall have no authority to add to, subtract from, or modify any provision of this Agreement, nor to rule on any question except whether the Agreement has been violated and if so to provide a remedy.

**17.3** Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the arbitrator and the incidental expenses of the arbitration proceeding shall be borne equally by the Company and the Union.

**17.4** Cases involving discipline or discharge of employees may not be submitted to arbitration or other legal challenge for employees with less than twelve (12) months of service.

**17.5** If the case involves the suspension or discharge of a bargaining unit employee, and if the arbitrator determines to award back pay, the total back pay award shall be limited to a "make whole" concept. Therefore, any back pay award is to be reduced by: all interim earned income; unemployment compensation; termination pay; and Company pension payments; Social Security Disability payments and other similar payments.

**17.6** Any arbitration case which has not been submitted to the American Arbitration Association within twelve (12) months of the date of initial receipt by the Company of the demand for arbitration will be considered to have been finally disposed of under the provisions of this Article, unless the Company and the Union mutually agree in writing to extend the time period.

**ARTICLE 18**  
**Union Business**

**Agency Shop**

**18.1** All employees who are members of the bargaining unit on the effective date of this Agreement are obligated to tender to the Union amounts equal to periodic dues. All employees entering into the bargaining unit on or after the effective date of this Agreement shall, as a condition of employment, pay or tender to the Union amounts equal to periodic dues applicable to members by the thirtieth day after entering the bargaining unit until the termination of this Agreement.\*

**18.2** The condition of employment specified above shall not apply during periods of formal separations \*\* from the bargaining unit by any such employee, but shall reapply to such employee on the thirtieth day following his or her return to the bargaining unit.

\* Where permitted by law.

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

**Deduction of Union Dues**

**18.3** The Company will deduct Union membership dues and initiation fees applicable to members and or an amount equal to periodic dues applicable to members from regular paychecks upon written authorization signed by the employee until the authorization is revoked by the employee in writing, or until the employee is formally separated from the bargaining unit. Deductions shall be reinstated within thirty (30) days following the employee's return to the bargaining unit, provided a new authorization is submitted.

**18.4** The Company will forward to the Union the amount(s) deducted together with supporting information as agreed to by the Company and the Union.

**18.5** The Union agrees to indemnify the Company against claims that may be made against the Company as a result of the Company's good faith application of this Article.

**Absence for Union Business**

**18.6** To the extent that the Company determines that the needs of the business permit, employees who are authorized representatives of the Union will be excused or granted leaves of absence without pay, at the request of an authorized officer of the Union, to attend to the business of the Union. The Union shall make all requests for excused absences or leaves of absence as far in advance as possible and the Company shall act promptly upon each request. Excused absence shall not exceed fifty (50) days per calendar year, excluding days for bargaining with Dex One Service, Inc..

**Union Bulletin Board**

**18.7** The Company agrees to furnish, without charge, space to erect a free access bulletin board of a size approximately 30 by 30 inches. The bulletin board will be furnished by the Union and erected by the Company in a mutually acceptable location(s).

**18.8** Bulletin boards are to be used exclusively by the Union for posting notices concerning official Union business, or other Union related matters, provided that if anything is posted on those bulletin boards that is considered by the Company to be controversial or

derogatory to any individual or organization, the Union agrees to remove such posted matter and if it fails or refuses to do so, such matter may be removed by the Company.

### **Notifications**

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

### **Union Representation**

- 18.12** At any meeting between a representative of the Company and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion, or discharge for cause) is to be announced, or at any meeting with an employee for the purpose of conducting an investigatory interview which may lead to discipline of such employee, a Union Representative may be present if the employee so requests.
  - 18.12.1** In all cases of penalties and dismissals or other penalties, the employee's supervisor will notify the appropriate Chief Steward or higher level union officer if the Chief Steward is unavailable, prior to such action. If circumstances make this prior notification impossible, the supervisor will notify the Chief Steward of the reason prior notification was not possible. In addition, the AVP-Labor Relations (or designee) shall notify the Union office in writing of any such action as soon as practicable with the exception of those releases which occur during the employee's first 12 months of service. The withholding of a scheduled wage increase will be reported to the Union office by the AVP-Labor Relations (or designee). The Company will notify the Chief Steward of any and all disciplinary actions up to and including termination
- 18.13** After an employee requests Union representation at an investigatory interview, no questioning will take place until a Union Representative is present at the interview.
- 18.14** If the employee requests to speak privately with the Union Representative upon the Representative's arrival at the meeting, the employee will be permitted to do so.
- 18.15** The provisions of this article will not be used to unduly delay the investigative process.

### **Union Activity on Company Premise**

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

## **Union Orientation**

- 18.17** Upon release from training (if applicable), otherwise in the first week of employment, a new employee will be introduced to a Local Representative by his/her supervisor for purposes of permitting the Local Representative to provide the employee with information about the Union. As an exception to the provisions of Article 18.16, which prohibit Union activity during work time, the Local Representative and the new employee(s) will be released for up to one-half (½) hour of paid work time, provided the time taken is during the employee's and Local Representative's normal tour. The discussion between the Local Representative and the employee shall be conducted away from space where Dex One Service, Inc.'s operations or administrative work is performed.
- 18.18** The Company will advise a Local Representative within thirty (30) days of an employee's transfer into a work group.

## **ARTICLE 19 Reduction in Force**

### **Force Reduction**

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

### **Re-employment**

- 19.4** Subject to the Company's Severance Program (cited above) and the Benefit Plans, the Company will offer re-employment to qualified, laid-off employees before hiring new employees. In the event that individuals' qualifications are substantially equal, seniority will be the determining factor in offering re-employment. This re-employment consideration expires on the one-year anniversary of separation from the Company.

## **ARTICLE 20 Contract Printing and Distribution**

- 20.1** The Company agrees to provide a copy of the contract to each member of the bargaining unit covered by this Agreement.
- 20.2** The Company will also provide copies of the contract to the CWA District office in sufficient quantity to meet the requirements of servicing the Agreement.
- 20.3** Printing of the contract will be done by union printers. The Company will bear all costs associated with the printing, shipping and delivery of the contract.
- 20.4** The Company agrees to provide a copy of this contract to the Union in a mutually acceptable electronic format.



**ARTICLE 21  
Amendments**

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

**ARTICLE 22  
Duration**

22.1 This Agreement is effective October 22, 2018, and shall continue in full force and effect through 11:59 PM, October 23, 2020. Either party desiring to enter into a new Agreement upon the expiration of this Agreement shall give at least sixty (60) days written notice prior to October 23, 2020.

22.2 The Company and the Union agree that the entire understanding between them is set forth completely in this Agreement.

Dex Media, Inc.



John S. Hanchek  
Sr. Staff Const. – Labor Relations

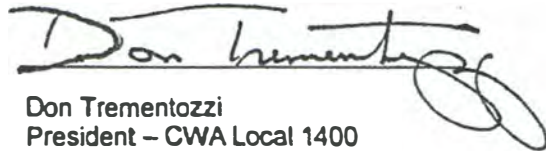


Shirley Glynn  
Human Resources Business Partner

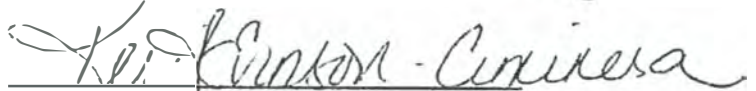
Communications Workers of America



Tonya Moore  
CWA International Staff Representative



Don Trementozzi  
President – CWA Local 1400



Keri Ciminera  
Exec. Vice President – CWA Local 1400

## Sales Office Pay Areas

### Pay Areas

The sales representative's basic annual salary shall be set by pay areas that are aligned each with each individual's specific designated location.

<u>Pay Area 1</u>	<u>Pay Area 2</u>		<u>Pay Area 3</u>	<u>Pay Area 4</u>	<u>Pay Area 5</u>
Glen Allen VA	Albany NY	Marlton NJ	Fishkill NY	Bensalem PA	Bowie MD
Syracuse NY	Bedford NH	Pittsburgh PA	Hartford CT	Chadds Ford PA	Braintree MA
Roanoke VA	Bethlehem PA	Vestal NY	Neptune NJ	Paramus NJ	Chantilly VA
	Chesapeake VA	Williamsville NY	New Haven CT		East Meadow NY
	Holyoke MA	Worcester MA	Piscataway NJ		Middleton MA
			Portland ME		Purchase NY
			Sandwich MA		
			Warwick RI		
			Williston VT		

## **Appendix A**

### **Performance Improvement Plans**

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**DEX MEDIA, INC.**  
**And**  
**COMMUNICATIONS WORKERS OF AMERICA**

**PERFORMANCE IMPROVEMENT PLAN for SALES REPRESENTATIVES**

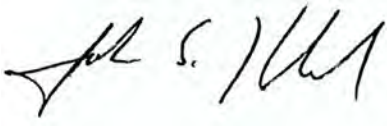
Dex Media, Inc. and Communications Workers of America ("CWA") agree as follows:

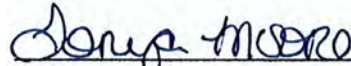
1. The Company may change the PIP policy as it relates to performance by Sales Representatives after providing the CWA with notice and a reasonable opportunity to meet and negotiate over the change for thirty days prior to implementation.
2. Employees who commence PIPs while in their probationary periods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

This Memorandum of Understanding is effective the Sunday following notice of ratification and shall expire on October 23, 2020. The parties specifically agree that the terms and conditions set forth in this Memorandum of Understanding shall not survive the expiration of this Memorandum of Understanding unless agreed to by the parties in writing.

Dex Media, Inc.

Communications Workers of America

  
9/24/19

  
10/3/19

John S. Hanchek                      Date Signed  
Sr. Staff Const. – Labor Relations

Tonya Moore                              Date Signed  
CWA International Staff Representative

# *Performance Improvement Plan*

dex media.

# Performance Philosophy

- Dex Media is committed to a continuous sales performance development system, the purpose of which is to improve the skill sets of BAs and enable them to successfully support the company's growth strategy by meeting individual and unit sales objectives.
- When a business advisor's performance is unsatisfactory or falls short of company expectations, the employee may be placed on a Performance Improvement Plan (PIP) as outlined.
- This performance system consists of Coaching, Observation, Feedback, Performance Reviews and Performance Improvement Plans as appropriate for each situation.
  - While the Company is committed to providing this support and guidance to each BA, the ultimate responsibility rests with the marketing consultants to understand and achieve their objectives.
  - Managers and BAs are encouraged to have ongoing conversations about performance objectives and individual results/ranking.

# PIP Parameters

Position	Tenure	Consecutive months in 5th quintile	Initial PIP Month	Miss Target Month 1	Miss Target Month 2
			Action Taken	Action Taken	Action Taken
			Issue Written	Move to Final	
Outside Sales	=/> 12 Months	2 Months	Warning	Warning	Termination

- BA's with service of 12 months or more and ranking in the 5<sup>th</sup> quintile (bottom 20%) on the PRR in their respective region and title for the first time in an evaluation period will be given a formal counsel (Verbal Warning) regarding performance and potential written PIP next period if they remain in the 5<sup>th</sup> quintile
- BA's with service of 12 months or more and ranking in the 5<sup>th</sup> quintile (bottom 20%) on the PRR in their respective region and title for 2 consecutive evaluation periods will be placed on written PIP
- Plan consists of Written and Final Warning components.
- Successfully meeting minimum objectives in all indices for 2 consecutive discrete evaluation periods or movement above the 5<sup>th</sup> quintile for 2 consecutive evaluation periods will end plan (Credit will be given for achieving any combination of the two)
- After successfully completing a plan, business advisor will be under review for two periods before returning to PIP if performance remains in or returns to the 5<sup>th</sup> quintile

# Performance Improvement Plan (PIP)

## Indices and Ranking (Quintile PRR) - Outside Sales

### What are we measuring?

	<b>BA</b>	<b>SBA</b>	
1. <b>Print</b>	(10%)	(10%)	} • Measured over rolling 26 PPs • % to objective achievement
2. <b>IYP</b>	(10%)	(10%)	
3. <b>Thryv</b>	(10%)	(10%)	
4. <b>MP Growth %</b>	(40%)	(40%)	
5. <b>New #</b>	(15%)	(15%)	
6. <b>New \$</b>	(15%)	(15%)	

### How are we comparing/ranking individuals?

**Premise:** By Region  
By Title

**Inside:** By Hub  
By Title

#### **Example:**

All BAs in SE Region will be grouped by title within the region.

All IBAs in Overland Park Hub will be grouped by title.



# Performance Improvement Plan (PIP) MAY 2019 UPDATES

**Effective May 2019, the following indices and weights will be assigned to the Quintile Performance Ranking Report (Q-PRR) that supports PIP:**

## What are we measuring?

	<b>BA</b>	<b>SBA</b>	
1. <b>Print</b>	(15%)	(15%)	} • Measured over rolling 26 PPs • % to objective achievement
2. <b>Thryv # New %</b>	(10%)	(10%)	
3. <b>MP Growth %</b>	(40%)	(40%)	
4. <b>New #</b>	(40%)	(40%)	
5. <b>New \$</b>	(40%)	(40%)	

## "Safe Harbor" feature added for 2019 PIP (May)

### Safe Harbor

The 2019 PIP plan introduces an additional assessment at the formal written plan steps (Written or Final Warning) that recognizes progressive improvement in selling new business and new Thryv(s) even though the BA remains in the 5<sup>th</sup> quintile and does not meet all 4 discreet objectives.

### Qualifications for Safe Harbor:

- Business Advisor is on a formal Written or Final Warning step of PIP plan
- On notification date, the Business Advisor is in the 5<sup>th</sup> quintile and does not meet all 4 discreet objectives during evaluation period
- However, during the 4 week discreet period, the BA meets New Business # and new Thryv discreet
- BA remains at current step on PIP plan for an additional evaluation period – does not progress
- Safe Harbor is a repetitive opportunity (no limit on number of periods a rep can qualify to be held from advanced to the next progressive discipline step)

# PIP Calendar

## August 20, 2017 – August 18, 2018

- Evaluation Period 8 ends 8/18/18
- 8/20/17 thru 8/5/18/18 Quintile PRR is run and reviewed for action
- BAs in 5<sup>th</sup> Quintile for the 1<sup>st</sup> time are provided with a verbal warning regarding performance ranking and results
- BAs who are in 5<sup>th</sup> Quintile for a second consecutive month are placed on first step of PIP (written warning)
- BA's already on a PIP are treated based on current PIP step and current performance/ranking

2018			
Evaluation period	Rolling 26 PP Measurement Period Ends	Actionable PRR Date	PIP Delivery Due
1	02/03/18	02/05/18	2/5/18 thru 2/9/18
2	03/03/18	03/05/18	3/5/18 thru 3/9/18
3	03/31/18	04/02/18	4/2/2018 4/6/18
4	04/28/18	04/30/18	4/30/18 thru 5/4/18
5	05/26/18	5/29/2017*	5/29/18 thru 6/1/18
6	06/23/18	06/25/18	6/25/18 thru 6/29/18
7	07/21/18	07/23/18	7/23/18 thru 7/27/18
8	08/18/18	08/20/17	8/20/18 thru 8/24/18
9	09/15/18	09/17/18	9/17/18 thru 9/21/18
10	10/13/18	10/15/18	10/15/18 thru 10/19/18
11	11/10/18	11/12/18	11/12/18 thru 11/16/18
12	12/08/18	12/10/18	12/10/18 - 12/14/18
13	01/19/19	01/21/19	01/21/19 - 01/25/19

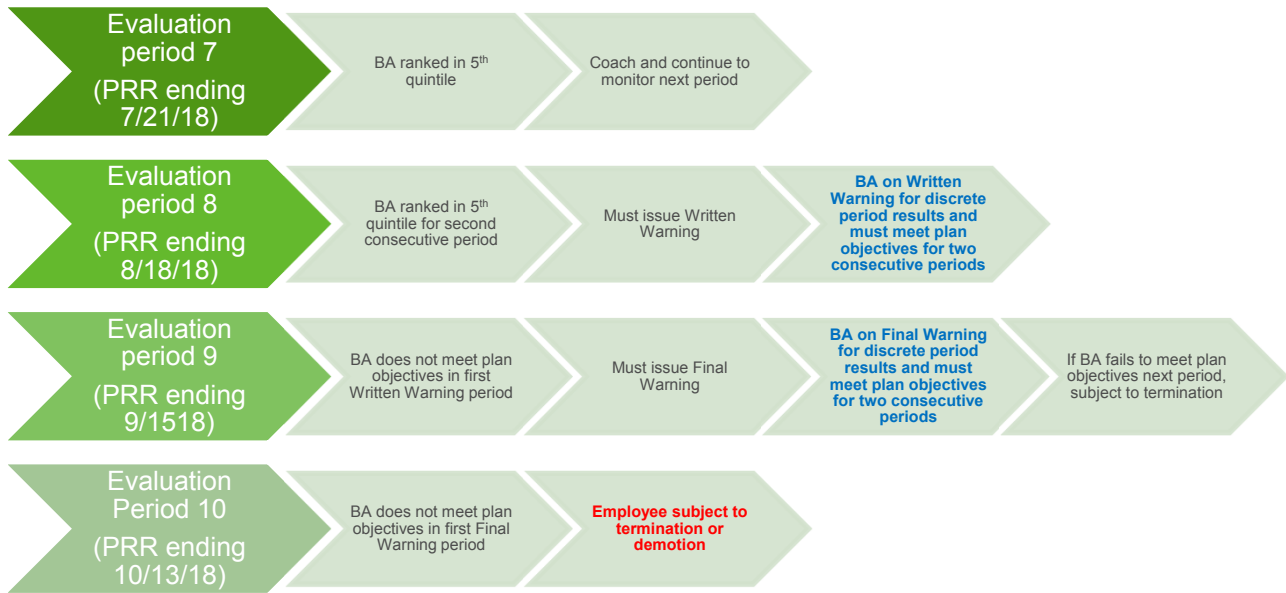
\* Memorial Day Holiday is 5/28/18

\*\* Due to Winter Closing 12/25/18 thru 1/1/19, Evaluation Period will be 6 Weeks

# PIP Scenarios – SUCCESSFUL



# PIP Scenarios – UNSUCCESSFUL



**Appendix B**  
**Letters of Agreement**

October 24, 2015

Shawn M. LeBlanc  
CWA Representative  
Communications Workers of America, AFL-CIO  
District 1  
193 State Street, 2<sup>nd</sup> Floor  
North Haven, CT 06473

Re: Alternative Work Schedule (applies if an inside sales center is established in New England)

Dear Mr. LeBlanc:

This is to confirm our understanding to allow employees in the Senior Telephone Marketing Consultant (STMC), Telephone Marketing Consultant (TMC), Telephone Marketing Consultant – Win Back (TMC - WB) and Telephone Sales Associate (TSA) positions to work a “494” alternative work schedule as made available by the Company.

The “494” schedule is comprised of four nine hour work days, Monday through Thursday and one four hour work day on Friday. Employees can begin the workday at 7:00 am, 7:30 a.m. or 8:00 a.m. Monday through Thursday. The start time on Friday is 8:00 a.m.

In order to be eligible to work a “494” alternative schedule, the employee cannot be on a written performance warning. The employee must attain sales performance results which ranks him/her in the fourth quintile or higher of the sales performance report.

The intent of the Alternative Work Schedule is to encourage good performance and enhance the work life balance.

Sincerely,

  
Elizabeth M. Dickson  
Company Chairperson

Agreed:

  
Shawn M. LeBlanc  
CWA Staff Representative

February 23, 2016

Shawn M. LeBlanc  
CWA Representative  
Communications Workers of America, AFL-CIO  
District 1  
193 State Street, 2<sup>nd</sup> Floor  
North Haven, CT 06473

Re: Business Tools and Resources

Dear Mr. LeBlanc:

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

Premise sales representatives will receive a taxable stipend of one hundred dollars (\$100.00) per bi-weekly payroll period to offset miscellaneous expenses, such as, mobile phone, data package, and office supplies. In order to be eligible for the stipend under this section, the employee must be on the active payroll.

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

Sales representatives eligible to participate in the automobile plan, in accordance with Dex One Service, Inc. policy, will continue to participate in the plan. These sales representatives will have the option of selecting the Runzheimer Plan or its equivalent or a flat taxable transportation allowance of \$575.00 per month. Premise Marketing Consultants who choose the Runzheimer FAVR automobile plan must also have Company-installed software for mileage capture on their IPADs. Expenses incurred for parking or tolls will be reimbursed in accordance with the Company's Expenditure Policy. Sales representatives will be reimbursed for other approved reasonable and necessary business expenses in accordance with Company policies. For example, sales representatives who have been assigned to work away from their designated virtual office location will be reimbursed for lodging expenses as authorized by management. An employee who stays overnight will receive a per-diem allowance for meals and incidental expenses. The allowance will be paid on days when the employee is authorized to stay overnight.

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

Sincerely,

  
Elizabeth M. Dickson  
Company Chairperson

Agreed:

  
Shawn M. LeBlanc  
CWA Staff Representative

February 23, 2016

Mr. Shawn M. LeBlanc  
CWA Staff Representative  
Communications Workers of America, AFL-CIO  
District 1  
193 State Street, 2<sup>nd</sup> Floor  
North Haven, CT 06473

Re: Commission Debit Proration (Commission Charge-Backs)

Dear Mr. LeBlanc:

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

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

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

Sincerely,



Elizabeth M. Dickson  
Director—Labor Relations



January 24, 2014

Patricia Telesco  
CWA Representative  
Communications Workers of America, AFL-CIO  
District 1  
193 State Street, 2<sup>nd</sup> Floor  
North Haven, CT 06473

Re: Payroll Deduction of CWA-COPE

Dear Ms. Telesco:

This letter will confirm our agreement that the Company will provide for COPE payroll deductions as requested by bargaining unit members upon written authorization signed by the employee, and to remit the amount thus deducted to the CWA. The Union will be responsible for providing its members with proper COPE payroll deduction authorization cards.

The parties agree the Company assumes no responsibility under this agreement other than the collection of contributions pursuant to employee authorization of payroll deductions and forwarding of such amounts collected to CWA-PAC. The Union agrees to indemnify the Company and hold it harmless from all claims, damages, costs and expenses of any kind which may arise in connection with the program covered by this agreement.

Sincerely,

Elizabeth M. Dickson  
Company Chairperson

Agreed:

Patricia M. Telesco  
CWA Chairperson

January 24, 2014

Patricia M. Telesco  
CWA Representative  
Communications Workers of America, AFL-CIO  
District 1  
193 State Street, 2<sup>nd</sup> Floor  
North Haven, CT 06473

Re: Extenuating Circumstances

Dear Ms. Telesco:

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

Sincerely,

Elizabeth M. Dickson  
Company Chairperson

Agreed:

Patricia M. Telesco  
CWA Chairperson

January 24, 2014

Ms. Patricia M. Telesco  
Staff Representative-District 1  
Communications Workers of America, AFL-CIO  
193 State Street, 2nd Floor  
North Haven, CT 06473

Re: Hours of Work

Dear Pat:

This letter confirms our conversation of January 24, 2014 (and other days during formal labor negotiations) regarding hours of work.

As acknowledged, the core hours of sales representatives, covered under terms of the new Agreement between CWA Local 1301 and SuperMedia, will be Monday through Friday, 8:00 a.m. to 5:00 p.m. The Company retains its prerogatives under Article 10; however, management will provide 48 hours advance notice where practicable if the start time and/or the end time needs to be changed.

Sincerely,

Elizabeth M. Dickson  
Company Chairperson

Agreed:

Patricia M. Telesco  
CWA Chairperson

October 24, 2015

Mr. Shawn M. LeBlanc  
Staff Representative  
Communications Workers of America  
AFL-CIO, Local 1301  
193 State Street  
North Haven, CT 06473

Re: Moving Expense – Relocation Allowance

Dear Mr. LeBlanc:

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

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

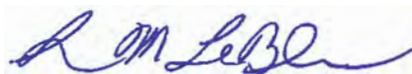
\*Headquarters is defined as the last address of the sales office's former physical location.

Sincerely,



Elizabeth M. Dickson  
Company Chairperson

Agreed:



Shawn M. LeBlanc  
CWA Staff Representative

January 24, 2014

Ms. Patricia Telesco – Staff Representative  
Communications Workers of America  
AFL-CIO, Local 1301  
193 State Street  
North Haven, CT 06473

Re: New Products & Services

Dear Ms. Telesco:

This letter will confirm our agreement that Sales representatives represented by Local 1301 will be considered first for the sales of new products and services made available by the Company within New England before using other means outside the Company.

All terms and conditions of any assignment of the sale of new products or services by the Company to a Sales Representative will be negotiated at that time with the Union.

New England sales representatives will maintain the right to sell electronic product offerings for a given year provided that the previous year's electronic objectives for New England are met.

The Company maintains the right to utilize other sales channels and/or agents for any new product sales, including these and other non-traditional products.

Sincerely,

Elizabeth M. Dickson  
Company Chairperson

Agreed:

Patricia Telesco  
CWA Staff Representative

January 24, 2014

Ms. Patricia Telesco – Staff Representative  
Communications Workers of America  
AFL-CIO, Local 1301  
193 State Street  
North Haven, CT 06473

Re: Performance Improvement Plan (Minimum Standard and Review Process)

For the term of this Agreement, SuperMedia (the Company) and the Communications Workers of America (the Union) agree to the following regarding: the minimum performance standard outlined in the Performance Improvement Plan, Appendix A, of the applicable Collective Bargaining Agreement with the effective date of January 25, 2014.

Through the expiration of the collective bargaining agreement, October 10, 2015, the minimum performance standard in Appendix B will be replaced by the following minimum performance standard:

1. Ranking in the fourth (4th) quintile or higher of peer group,
- or
2. Achieving at least 90% cumulative quota attainment over the prior twelve (12) months.

A sales representative who successfully completes the Performance Improvement Plan with sales results in the top performance ranking tier will have successfully completed the PIP and will not be subject to the four month follow-up period.

In addition, the Performance Improvement Process Review Board, a joint union/management review board comprised of two representatives appointed by the Union and two representatives appointed by the Company, will be created to review cases of individuals who are requesting an appeal or who unsuccessfully complete the Performance Improvement Process.

The review board may grant relief under the plan only for:

- (a) personal circumstances or extraordinary and compelling nature which substantially impairs performance;
- (b) unusually large losses that distort the individual's otherwise acceptable performance (i.e. specialty product cancellations, price reductions, market plan changes).
- (c) an unusually large amount of restricted or adjusted accounts that distort the individual's otherwise acceptable performance; and
- (d) FMLA approved absences which substantially impairs performance.
- (e) other circumstances mutually agreed upon by the Company and the Union.

Appeals to the review board must be received within seven (7) days from notification that the individual has failed the Plan. The review board will normally render any decision to grant relief under the Plan within fourteen (14) days of receiving the appeal. Sales representatives will not be terminated or demoted until the Review Board's decision is rendered.

Where possible, any relief granted will be in the form of an extension to the Final Warning period.

The decision by the review board is final and binding.

For The Company

For The Union

\_\_\_\_\_  
Company Chairperson                      Date

\_\_\_\_\_  
CWA Chairperson                                      Date

March 24, 2016

Mr. Shawn M. LeBlanc  
CWA Staff Representative  
Communications Workers of America  
AFL-CIO, Local 1301  
193 State Street  
North Haven, CT 06473

Re: Sales Policy Changes

Dear Mr. LeBlanc:

This letter confirms our commitment regarding Sales Policies. This letter becomes effective upon official notice of ratification of the Tentative Agreement.

The Company reserves the right to establish, modify, and implement sales policies and practices. The Company will notify the Union of changes and give the Union the opportunity to provide input. At the conclusion of ten (10) working days after the Company gives notice to the Union, the Company may proceed with implementation. The Company decision on any changes shall be final and shall not be subject to grievance or arbitration. Issues regarding enforcement of Sales Policies shall be subject to the grievance and arbitration of the Parties' Collective Bargaining Agreement. This letter will survive the expiration of that Agreement.

Sincerely,



Elizabeth M. Dickson

Director—Labor Relations

January 24, 2014

Ms. Patricia Telesco – Staff Representative  
Communications Workers of America  
AFL-CIO, Local 1301  
193 State Street  
North Haven, CT 06473

Re: Travel Time

This will confirm our agreement regarding travel time for sales representatives who are approved to travel for Company business:

When Sales Representatives are required to work a directory area far enough from the sales division to be considered a “road book”, they will be allowed to take additional time during the work day on Monday morning and Friday afternoon to travel to and from the “road book” location.

Sincerely,

Elizabeth M. Dickson  
Company Chairperson

Agreed:

Patricia Telesco  
CWA Staff Representative



## **Appendix C**

### **Total Targeted Compensation Review**

## Memorandum of Agreement

Between

Dex Media, Inc.

And

Communications Workers of America

### TOTAL TARGETED COMPENSATION REVIEW

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

#### Definitions

Terms used in this document are defined in this section.

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

- o Eligible Sales Representatives (defined below)
- o Or Transferred Representatives (defined below)
- o And/or Eligible Sales Representatives—FMLA (defined below)

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

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

Division: “Division” is the grouping of sales representatives at General Sales Manager Unit level.

Eligible Sales Representatives: “Eligible Sales Representatives” are those sales representatives in the Division who have:

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

Eligible Sales Representatives—FMLA: “Eligible Sales Representatives—FMLA” are sales representatives who would have met the criteria for Eligible Sales Representatives except for approved FMLA absence and therefore will be eligible for their prorated portion of the adjustment.

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

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

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

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

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

### **Total Targeted Compensation Application**

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

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

### **Compensation Evaluation**

Sales compensation evaluation will be computed at the Division level using Calculated Earnings of Eligible Sales Representatives for the Measurement Period, as follows:

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

### **Adjustment Computation**

If applicable, the adjustment will be derived at the Division level from Eligible Sales Representatives.

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

**Adjustment Distribution**

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

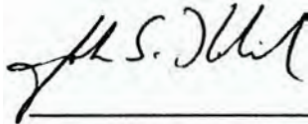
- o Individual Portion: For each member of the Adjustment Group,
  1. Determine the individual's attainment percentage of Total Targeted Compensation by dividing the individual's Calculated Earnings by the Total Targeted Compensation for the respective job (title and pay area).
  2. Multiply the individual's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

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

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

Dex Media Inc.

Communications Workers of America



9/24/19



John S. Hanchek  
Sr. Staff Const. – Labor Relations

Date Signed

Tonya Moore

Date Signed

CWA International Staff Representative

**SALES COMPENSATION PLAN**  
**For Sales Offices Assigned to the following Pay Areas**  
**Total Targeted Compensation**

	Annual Base Salary Midpoints				
	<u>Pay Area 1</u>	<u>Pay Area 2</u>	<u>Pay Area 3</u>	<u>Pay Area 4</u>	<u>Pay Area 5</u>
<b>Sr. Business Advisor</b>	\$63,000	\$70,000	\$77,000	\$84,000	\$91,000
<b>Business Advisor</b>	\$36,000	\$40,000	\$44,000	\$48,000	\$52,000
<b>New Business Advisor</b>	\$36,000	\$40,000	\$44,000	\$48,000	\$52,000

	Target Incentive by Pay Area				
	<u>Pay Area 1</u>	<u>Pay Area 2</u>	<u>Pay Area 3</u>	<u>Pay Area 4</u>	<u>Pay Area 5</u>
<b>Sr. Business Advisor</b>	\$54,000	\$60,000	\$66,000	\$72,000	\$78,000
<b>Business Advisor</b>	\$45,000	\$50,000	\$55,000	\$60,000	\$65,000
<b>New Business Advisor</b>	\$45,000	\$50,000	\$55,000	\$60,000	\$65,000

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

# **Appendix D**

## **Sales Compensation Plan**

## **Sales Drive Incentive Plan Business Advisor – New England**

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### **Applicable to:**

Senior Business Advisor  
Business Advisor  
New Business Advisor

## COMPENSATION

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

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

### I. Introduction

#### **Features of the Sales Drive Incentive Plan include:**

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

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

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

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

Nevertheless, the Company will advance to Plan Participants incentive compensation based upon preliminary sales results. All incentive compensation that is advanced is subject to true-up and true-down and reconciliation with earned incentive compensation (once sales become Final) and thus, incentive compensation that is advanced and that is greater than what the Plan Participant actually earned will be recovered by the Company from the Plan Participant (either from future incentive compensation advances or otherwise). For example, when a client’s advertising is published with an error attributable to the Plan Participant that results in a discount being given to the client, the incentive previously advanced to the Plan Participant on the amount of the discount is not considered to be earned. That portion of the sale did not become Final and associated incentive will be deducted in the next incentive pay cycle.



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

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

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

## **II. Plan Description**

### **Compensation Overview**

Your total compensation consists of the following components:

- Base Salary
- Sales Incentive Compensation

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

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

### ***Compensation Components***

#### **A. Base Salary**

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

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

Pay Area	Business Advisor & New Business Advisor			Sr. Business Advisor		
	Min	Mid	Max	Min	Mid	Max
0	\$25,600	\$32,000	\$38,400	\$44,800	\$56,000	\$67,200
1	\$28,800	\$36,000	\$43,200	\$50,400	\$63,000	\$75,600
2	\$32,000	\$40,000	\$48,000	\$56,000	\$70,000	\$84,000
3	\$35,200	\$44,000	\$52,800	\$61,600	\$77,000	\$92,400
4	\$38,400	\$48,000	\$57,600	\$67,200	\$84,000	\$100,800
5	\$41,600	\$52,000	\$62,400	\$72,800	\$91,000	\$109,200

## B. Sales Incentive Compensation

The Sales Drive Incentive Compensation Plan focuses on supporting Renewals, Increases and News/Nons of multi-product sales. Additionally, an MC can qualify for monthly New Customer bonus.

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

### ***Sales Incentive Compensation Component Details***

Sales Incentive Compensation consists of the following components:

#### **1. Commissions**

- Rate bands are assigned by average estimated revenue handle for a location
- Mid-year changes in rate bands are rare, but may happen in any one or more of these situations:
  - i. Calculation is off by two or more rate bands
  - ii. Change in budgeted headcount after calculation is completed
  - iii. Market moved to a different sales team
- Bi-weekly Commission rates are applied separately to:
  - i. Renewal
  - ii. Increase
  - iii. New/Non
  - iv. SEM not part of a pre-packaged bundle is paid at a flat rate of 25% Results classification is determined at a client level.
- Commissions are paid bi-weekly on an “as sold” basis, subject to the same restrictions and adjustments as defined in the Sales Policies.
- Adjustment for 14 month print pubs for BA & SBA roles only:
  - An evaluation will be completed annually to determine the impact of 14 month print pubs and an adjustment factor may be established
  - The adjustment factor will be applied to the base commission rates

## SAMPLE BANDS

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

Band	Renewal	Increase	New/Non
BA – A	40%	210%	210%
BA – B	35%	180%	180%
BA – C	30%	165%	165%
BA – D	25%	155%	155%
BA – E	20%	150%	150%

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

Example (BA) Band A:

	Renewal	Increase	New/Non	Total
Monthly NI	2,171	290	145	2,605
Comm Rate	40%	210%	210%	
<b>Commissions</b>	<b>\$ 868</b>	<b>\$ 609</b>	<b>\$ 304</b>	<b>\$1,781</b>

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

Band	Renewal	Increase	New/Non
SBA - A	20%	95%	95%
SBA - B	15%	60%	60%
SBA - C	10%	55%	55%

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

**Table 1.3 All Business Advisor and Senior Business Advisor Rate Bands:**

**PAY AREA 0**

BUSINESS ADVISOR					SENIOR BUSINESS ADVISOR				
Rate Band	Renewal	Increase	New	PI Range	Rate Band	Renewal	Increase	New	PI Range
A	32%	168%	168%	<\$70k	A	16%	76%	76%	<\$200k
B	28%	144%	144%	\$70k - \$80k	B	12%	48%	48%	\$200k - \$300k
C	24%	132%	132%	\$80k - \$90k	C	8%	44%	44%	>\$300k
D	20%	124%	124%	\$90k - \$100k					
E	16%	120%	120%	>\$100k					

**PAY AREA 1**

BUSINESS ADVISOR					SENIOR BUSINESS ADVISOR				
Rate Band	Renewal	Increase	New	PI Range	Rate Band	Renewal	Increase	New	PI Range
A	36%	189%	189%	<\$70k	A	18%	86%	86%	<\$200k
B	32%	162%	162%	\$70k - \$80k	B	14%	54%	54%	\$200k - \$300k
C	27%	149%	149%	\$80k - \$90k	C	9%	50%	50%	>\$300k
D	23%	140%	140%	\$90k - \$100k					
E	18%	135%	135%	>\$100k					

**PAY AREA 2**

BUSINESS ADVISOR					SENIOR BUSINESS ADVISOR				
Rate Band	Renewal	Increase	New	PI Range	Rate Band	Renewal	Increase	New	PI Range
A	40%	210%	210%	<\$70k	A	20%	95%	95%	<\$200k
B	35%	180%	180%	\$70k - \$80k	B	15%	60%	60%	\$200k - \$300k
C	30%	165%	165%	\$80k - \$90k	C	10%	55%	55%	>\$300k
D	25%	155%	155%	\$90k - \$100k					
E	20%	150%	150%	>\$100k					

**PAY AREA 3**

BUSINESS ADVISOR					SENIOR BUSINESS ADVISOR				
Rate Band	Renewal	Increase	New	PI Range	Rate Band	Renewal	Increase	New	PI Range
A	44%	231%	231%	<\$70k	A	22%	105%	105%	<\$200k
B	39%	198%	198%	\$70k - \$80k	B	17%	66%	66%	\$200k - \$300k
C	33%	182%	182%	\$80k - \$90k	C	11%	61%	61%	>\$300k
D	28%	171%	171%	\$90k - \$100k					
E	22%	165%	165%	>\$100k					

**PAY AREA 4**

BUSINESS ADVISOR					SENIOR BUSINESS ADVISOR				
Rate Band	Renewal	Increase	New	PI Range	Rate Band	Renewal	Increase	New	PI Range
A	48%	252%	252%	<\$70k	A	24%	114%	114%	<\$200k
B	42%	216%	216%	\$70k - \$80k	B	18%	72%	72%	\$200k - \$300k
C	36%	198%	198%	\$80k - \$90k	C	12%	66%	66%	>\$300k
D	30%	186%	186%	\$90k - \$100k					
E	24%	180%	180%	>\$100k					

**PAY AREA 5**

BUSINESS ADVISOR					SENIOR BUSINESS ADVISOR				
Rate Band	Renewal	Increase	New	PI Range	Rate Band	Renewal	Increase	New	PI Range
A	52%	273%	273%	<\$70k	A	26%	124%	124%	<\$200k
B	46%	234%	234%	\$70k - \$80k	B	20%	78%	78%	\$200k - \$300k
C	39%	215%	215%	\$80k - \$90k	C	13%	72%	72%	>\$300k
D	33%	202%	202%	\$90k - \$100k					
E	26%	195%	195%	>\$100k					

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

**Table 1.4 New Business Advisor Rate Bands (All Pay Areas):**

Pay Area	Renewal	Increase	New/Non
0	55%	155%	155%
1	60%	175%	175%
2	65%	195%	195%
3	75%	215%	215%
4	90%	230%	230%
5	95%	250%	250%

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

Example (NBA) Pay Area 2:

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

**2. Performance Bonus (New Customer Bonus)**

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

- Monthly New Customer Bonus
  - a. Paid every 2 pay periods (13 per year, distinct from Sales Comp Calendar months)
  - b. Bonus amount tiered based on the number of new sales and/or new sales \$
  - c. Minimum \$100 for new customer sale to count as a # sold
  - d. New customer may count as 1.5 sales if it contains a Thryv sale of \$199 or better
  - e. SEM sales and counts are excluded from the new customer bonus calculation

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

**New Customer Bonus Tiers**

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

Pay Area 0				Pay Area 1				Pay Area 2			
Business Advisor				Business Advisor				Business Advisor			
# New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus	# New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus	# New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus
>=7.0	>=1,400	1,427	1,784	>=7.0	>=1,400	1,620	2,025	>=7.0	>=1,400	1,800	2,250
6.5	1,300	1,368	1,710	6.5	1,300	1,553	1,941	6.5	1,300	1,725	2,156
6.0	1,200	1,308	1,636	6.0	1,200	1,485	1,856	6.0	1,200	1,650	2,063
5.5	1,100	1,249	1,562	5.5	1,100	1,418	1,772	5.5	1,100	1,575	1,969
5.0	1,000	1,189	1,487	5.0	1,000	1,350	1,688	5.0	1,000	1,500	1,875
4.5	900	1,130	1,413	4.5	900	1,283	1,603	4.5	900	1,425	1,781
4.0	800	1,071	1,338	4.0	800	1,215	1,519	4.0	800	1,350	1,688
3.5	700	1,011	1,264	3.5	700	1,148	1,434	3.5	700	1,275	1,594
3.0	600	952	1,189	3.0	600	1,080	1,350	3.0	600	1,200	1,500
2.5	500	785	981	2.5	500	891	1,114	2.5	500	990	1,238
2.0	400	615	769	2.0	400	698	872	2.0	400	775	969
<2.00	<400	0	0	<2.00	<400	0	0	<2.00	<400	0	0

Pay Area 3				Pay Area 4				Pay Area 5			
Business Advisor				Business Advisor				Business Advisor			
# New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus	# New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus	# New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus
>=7.0	>=1,400	1,980	2,475	>=7.0	>=1,400	2,160	2,700	>=7.0	>=1,400	2,340	2,925
6.5	1,300	1,898	2,372	6.5	1,300	2,070	2,588	6.5	1,300	2,243	2,803
6.0	1,200	1,815	2,269	6.0	1,200	1,980	2,475	6.0	1,200	2,145	2,681
5.5	1,100	1,733	2,166	5.5	1,100	1,890	2,363	5.5	1,100	2,048	2,559
5.0	1,000	1,650	2,063	5.0	1,000	1,800	2,250	5.0	1,000	1,950	2,438
4.5	900	1,568	1,959	4.5	900	1,710	2,138	4.5	900	1,853	2,316
4.0	800	1,485	1,856	4.0	800	1,620	2,025	4.0	800	1,755	2,194
3.5	700	1,403	1,753	3.5	700	1,530	1,913	3.5	700	1,658	2,072
3.0	600	1,320	1,650	3.0	600	1,440	1,800	3.0	600	1,560	1,950
2.5	500	1,089	1,361	2.5	500	1,188	1,485	2.5	500	1,287	1,609
2.0	400	853	1,066	2.0	400	930	1,163	2.0	400	1,008	1,259
<2.00	<400	0	0	<2.00	<400	0	0	<2.00	<400	0	0

Month = 2 pay periods  
 No interpolation between tiers

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

Pay Area 0			
Sr. Business Advisor			
# New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus
>=7.0	>=1,400	1,120	1,400
6.5	1,300	1,075	1,340
6.0	1,200	1,025	1,285
5.5	1,100	980	1,225
5.0	1,000	935	1,165
4.5	900	885	1,110
4.0	800	840	1,050
3.5	700	795	990
3.0	600	745	935
2.5	500	655	815
2.0	400	560	700
< 2.00	<400	0	0

Pay Area 1			
Sr. Business Advisor			
# New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus
>=7.0	>=1,400	1,260	1,580
6.5	1,300	1,210	1,515
6.0	1,200	1,155	1,450
5.5	1,100	1,105	1,385
5.0	1,000	1,050	1,315
4.5	900	1,000	1,250
4.0	800	945	1,185
3.5	700	895	1,120
3.0	600	840	1,055
2.5	500	735	920
2.0	400	630	790
< 2.00	<400	0	0

Pay Area 2			
Sr. Business Advisor			
# New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus
>=7.0	>=1,400	1,400	1,750
6.5	1,300	1,340	1,675
6.0	1,200	1,285	1,605
5.5	1,100	1,225	1,530
5.0	1,000	1,165	1,460
4.5	900	1,110	1,385
4.0	800	1,050	1,315
3.5	700	990	1,240
3.0	600	935	1,165
2.5	500	815	1,020
2.0	400	700	875
< 2.00	<400	-	-

Pay Area 3			
Sr. Business Advisor			
# New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus
>=7.0	>=1,400	1,540	1,930
6.5	1,300	1,475	1,850
6.0	1,200	1,410	1,770
5.5	1,100	1,350	1,690
5.0	1,000	1,285	1,610
4.5	900	1,220	1,530
4.0	800	1,155	1,450
3.5	700	1,090	1,365
3.0	600	1,025	1,285
2.5	500	900	1,125
2.0	400	770	965
< 2.00	<400	0	0

Pay Area 4			
Sr. Business Advisor			
# New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus
>=7.0	>=1,400	1,680	2,100
6.5	1,300	1,610	2,015
6.0	1,200	1,540	1,925
5.5	1,100	1,470	1,840
5.0	1,000	1,400	1,750
4.5	900	1,330	1,665
4.0	800	1,260	1,575
3.5	700	1,190	1,490
3.0	600	1,120	1,400
2.5	500	980	1,225
2.0	400	840	1,050
< 2.00	<400	0	0

Pay Area 5			
Sr. Business Advisor			
# New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus
>=7.0	>=1,400	1,820	2,280
6.5	1,300	1,745	2,185
6.0	1,200	1,670	2,090
5.5	1,100	1,595	1,995
5.0	1,000	1,515	1,900
4.5	900	1,440	1,805
4.0	800	1,365	1,710
3.5	700	1,290	1,615
3.0	600	1,215	1,520
2.5	500	1,060	1,330
2.0	400	910	1,140
< 2.00	<400	0	0

Month = 2 pay periods  
 No interpolation between tiers

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

Pay Area 0			
New Business Advisor			
# New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus
>=8	2,400	1,825	2,295
7.5	2,250	1,745	2,195
7.0	2,100	1,665	2,095
6.5	1,950	1,585	1,995
6.0	1,800	1,505	1,895
5.5	1,650	1,355	1,710
5.0	1,500	1,215	1,530
4.5	1,350	1,065	1,345
4.0	1,200	925	1,165
3.5	1,050	695	875
3.0	900	465	585
<3	0	0	0

Pay Area 1			
New Business Advisor			
# New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus
>=8	2,400	2,050	2,560
7.5	2,250	1,960	2,445
7.0	2,100	1,870	2,330
6.5	1,950	1,780	2,225
6.0	1,800	1,690	2,105
5.5	1,650	1,525	1,905
5.0	1,500	1,365	1,700
4.5	1,350	1,200	1,515
4.0	1,200	1,040	1,310
3.5	1,050	780	970
3.0	900	520	650
<3	0	0	0

Pay Area 2			
New Business Advisor			
# New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus
>=8	2,400	2,275	2,845
7.5	2,250	2,175	2,715
7.0	2,100	2,075	2,590
6.5	1,950	1,975	2,470
6.0	1,800	1,875	2,340
5.5	1,650	1,695	2,115
5.0	1,500	1,515	1,890
4.5	1,350	1,335	1,685
4.0	1,200	1,155	1,455
3.5	1,050	865	1,080
3.0	900	580	720
<3	0	0	0

Pay Area 3			
New Business Advisor			
# New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus
>=8	2,400	2,510	3,140
7.5	2,250	2,400	2,995
7.0	2,100	2,290	2,860
6.5	1,950	2,180	2,725
6.0	1,800	2,070	2,585
5.5	1,650	1,870	2,335
5.0	1,500	1,670	2,085
4.5	1,350	1,470	1,855
4.0	1,200	1,270	1,600
3.5	1,050	950	1,185
3.0	900	635	790
<3	0	0	0

Pay Area 4			
New Business Advisor			
# New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus
>=8	2,400	2,735	3,425
7.5	2,250	2,615	3,265
7.0	2,100	2,495	3,120
6.5	1,950	2,375	2,970
6.0	1,800	2,255	2,820
5.5	1,650	2,040	2,545
5.0	1,500	1,820	2,275
4.5	1,350	1,600	2,020
4.0	1,200	1,385	1,745
3.5	1,050	1,035	1,300
3.0	900	690	860
<3	0	0	0

Pay Area 5			
New Business Advisor			
# New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus
>=8	2,400	2,960	3,705
7.5	2,250	2,830	3,535
7.0	2,100	2,700	3,375
6.5	1,950	2,570	3,215
6.0	1,800	2,440	3,050
5.5	1,650	2,205	2,750
5.0	1,500	1,970	2,460
4.5	1,350	1,735	2,190
4.0	1,200	1,500	1,890
3.5	1,050	1,120	1,395
3.0	900	750	930
<3	0	0	0

Month = 2 pay periods  
 No interpolation between tiers



### III. Incentive Calculation Examples

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

#### **Biweekly Commission Example (BA in Pay Area 2, Rate Band A)**

<b>Results</b>	<b>Total NISD</b>	<b>Commission Rate</b>	<b>Commission</b>
Renewal	\$ 500	40%	\$ 200
SEM*	\$ 600	40%	\$ 240
Increase	\$ 200	210%	\$ 420
New/Non	\$ 600	210%	\$ 1,260
<b>Total NISD</b>	<b>\$ 1,900</b>		<b>\$ 2,120</b>

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

#### **Biweekly Commission Example (SBA in Pay Area 2, Rate Band E)**

<b>Results</b>	<b>Total NISD</b>	<b>Commission Rate</b>	<b>Commission</b>
Renewal	\$ 500	20%	\$ 100
SEM*	\$ 600	25%	\$ 150
Increase	\$ 200	165%	\$ 330
New/Non	\$ 600	165%	\$ 990
<b>Total NISD</b>	<b>\$ 1,900</b>		<b>\$ 1,570</b>

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

## **Definitions**

### ***Base Pay***

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

### ***BOTS***

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

### ***Canvass Cycle***

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

### ***Client Complaints and Errors***

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

***Fiscal Year***

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

***Measurement Period***

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

***NISD***

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

***Pay Period***

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

***Qualifiers***

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

***Recurring Revenue***

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

***Retention Revenue***

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

***Rounding Convention***

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

***Split Sales***

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

***Threshold***

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

**SALES COMPENSATION PLAN**  
**For Sales Offices Assigned to the following Pay Areas**  
**Total Targeted Compensation**

	Annual Base Salary Midpoints				
	<u>Pay Area 1</u>	<u>Pay Area 2</u>	<u>Pay Area 3</u>	<u>Pay Area 4</u>	<u>Pay Area 5</u>
<b>Sr. Business Advisor</b>	\$63,000	\$70,000	\$77,000	\$84,000	\$91,000
<b>Business Advisor</b>	\$36,000	\$40,000	\$44,000	\$48,000	\$52,000
<b>New Business Advisor</b>	\$36,000	\$40,000	\$44,000	\$48,000	\$52,000

	Target Incentive by Pay Area				
	<u>Pay Area 1</u>	<u>Pay Area 2</u>	<u>Pay Area 3</u>	<u>Pay Area 4</u>	<u>Pay Area 5</u>
<b>Sr. Business Advisor</b>	\$54,000	\$60,000	\$66,000	\$72,000	\$78,000
<b>Business Advisor</b>	\$45,000	\$50,000	\$55,000	\$60,000	\$65,000
<b>New Business Advisor</b>	\$45,000	\$50,000	\$55,000	\$60,000	\$65,000

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

## 2019 Wellness Program

The Company will continue to offer a Wellness Program for 2019.

This Wellness Program is designed to encourage employees and their families to take an active role in managing health.

The employees covered under this agreement will be offered the same program; subject to the same eligibility requirements and terms and conditions as its management employees.

Highlights:

- DexYP will communicate the program details to all eligible employees.
- The program is designed to help employees manage their personal health and wellbeing with incentives to reward their healthy activities.
- It will be a point based system that will track various activities employees complete including walking steps, sleep habits, nutritional habits, challenges, getting a physical, biometrics, and many more activities.
- Each quarter of the year will be separate and employees can earn money as they accumulate points during each quarter.
- Employees will have option to put what they earn into their HSA, Amazon cash, gift cards, charity donation, etc.
- Virgin Pulse is the wellness vendor platform we will be using.