

**COMMUNICATIONS WORKERS OF AMERICA
AND
THRYV, INC.**

August 9, 2019

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**ARTICLE 1
Agreement**

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

**ARTICLE 2
Non-Discrimination**

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

**ARTICLE 3
Federal and State Laws**

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

**ARTICLE 4
Union Recognition**

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

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

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

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

**ARTICLE 5
Management Rights**

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

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

ARTICLE 6 Mutual Responsibilities

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

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

ARTICLE 7 Definitions

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

ARTICLE 8 Common Interest Forum

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9 Compensation and Job Classifications

Sales Compensation

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

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

9.3 After one (1) year from implementation of the Sales Compensation Plan, the Company reserves the right to change the sales compensation plan design. The Company will provide notice to the Union with respect to any significant changes and an opportunity to bargain for up to thirty (30) days prior to any significant changes taking effect. It is not the intent of the Company to diminish earnings potential with any future changes to plan design, but rather to invest sales compensation dollars wisely to ensure the Company's revenue and strategic goals are met in an increasingly competitive environment.

9.4 If, between six and nine months after the unilateral implementation of any significant change in the plan design (that is, after a reasonable stabilizing period), the Union identifies that the change has resulted in a significant

diminution of earnings potential, as defined below, then the Company shall pay a remedy as described below. There shall be no other remedy.

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

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

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

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

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

9.5 The Company's Sales Compensation Plan design has used the concept of Total Targeted Compensation. For the purpose of this Agreement, Total Targeted Compensation is the sum of annual base pay plus annual

incentive pay for performance levels at 100 percent of the assigned objectives. Total Targeted Compensation at the midpoint of the Base Pay Range for each position is listed in the table below:

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

Outside Sales Pay Areas

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

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

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

Outside Sales Base Salaries

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

Outside Sales Target Total Compensation

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

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

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** Total Targeted Compensation is set out here to provide employees a frame of reference, but it is not guaranteed income or expected average income.
- 9.7** Changes to sales compensation plans will not be subject to bargaining, grievance and arbitration or other legal challenge, except as provided in 9.3 and 9.4 above.

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

Wage Schedules

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

Job Classifications

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

ARTICLE 10
Working Practices

10.1 Work Schedules and Shifts

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

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

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

10.2 Overtime

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

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

10.3 Payroll Adjustments

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

10.4 Promotions and Transfers

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

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

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

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

10.5 Service Quality and Supervisory Observing

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

10.6 Death in the Immediate Family

- 10.6.1** The Company provides three (3) paid scheduled work days off when there is a death in the employee's immediate family. This time off is provided to attend funeral services, to make funeral arrangements, to settle the estate of the deceased, or to help with family matters associated with the death. Supervisory approval is required for paid time off for death in the family.
- 10.6.2** If the death of an immediate family member occurs on a weekend, the employee is still entitled to three (3) scheduled work days off for participation in the aforementioned funeral activities.
- 10.6.3** If travel or other extenuating circumstances necessitate additional time away from work, up to two (2) additional paid scheduled work days may be granted with supervisory approval.
- 10.6.4** If more than a five-day absence is necessary, supervisors may allow time off without pay as departmental leave, or permit employees to use vacation or personal days to remain in paid status.
- 10.6.5** Immediate family is defined as:
- (a) the employee's spouse
 - (b) the employee's/employee's spouse's child, son or daughter-in-law, grandchild, or great-grandchild
 - (c) the employee's/employee's spouse's step child, foster child or child for whom the individual is the legal guardian
 - (d) the employee's/employee's spouse's parent, step-parent, grandparent, step-grandparent or great-grandparent
 - (e) the employee's brother/sister (including half, adopted and step) or employee's brother-in-law/sister-in-law
 - (f) the employee's/employee's spouse's aunt, uncle, niece or nephew
 - (g) any person who was a bona fide member of the employee's household at the time of death.
- 10.6.6** When death in the family occurs during an employee's vacation, the balance of the vacation can be rescheduled upon the request of the employee and approval of the supervisor. Time off for death in the family need not be consecutive days, but such days must normally be taken within ten days after death. Absences occurring beyond ten (10) days after the death will only be granted in extraordinary circumstances.
- 10.7** When an employee is required to serve on a jury or is subpoenaed as a witness, if the employee is not a party to the case, the absence will be excused with pay.

10.8 Virtual Office Home Set-Up Payment

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

10.9 Virtual Office Privacy Rights

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

**ARTICLE 11
Benefits**

Uniform Benefits

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

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

Transition

11.2 Benefit plan or program changes:

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

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

11.2.3 Insert appropriate Pension Plan Language as needed

11.2.4 Short-term Disability:

- (a) The existing Short-term Disability plan will remained in effect for all claims that had a first date of disability on or before December 31, 2017.
- (b) All claims that have a first date of disability on or after January 1, 2018 will be covered in the same manner at the same benefit levels as the management plan.
- (c) For the purpose of calculating "base pay" for clerical employees and sales representatives approved for payment under the Short Term Disability Plan, the following will apply:

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

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

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

11.3.1 Changes to Illness Days will be effective Pay Period 1 of 2019.

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

**ARTICLE 12
Holidays**

12.1 Observed Holidays

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

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

12.3 When a specified holiday falls within an employee’s vacation period, that day is considered a holiday and not a vacation day. The employee is permitted to reschedule the vacation day for a later date.

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

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

**ARTICLE 13
Personal Days**

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

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

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

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

13.3 Winter Closing

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

**ARTICLE 14
Vacations**

Vacation Eligibility

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

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

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

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

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

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

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

Carryover Vacation

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

**ARTICLE 15
Regular Part-Time**

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

ARTICLE 16
Grievance Procedure

16.1 Grievance Levels

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

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

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

C. All grievances, other than those involving the true intent (~~See 21.01C4 16.1C4~~) and meaning of this or any other agreement between the parties or adversely affecting the rights of other employees, will be handled under the procedure set forth below. For each such grievance initiated by the Union under this Paragraph, the steps in the procedure will be those listed below except as provided ~~21.06~~16.6 (Vacancies), ~~21.07~~16.7 (Short Term Disability Plan), and ~~21.08~~16.08 (Health and Safety).

1ST Level: The Informal Level (the level below ~~Director/Regional Sales Manager~~ **Regional Vice President** where the aggrieved employee is employed)

2ND Level: ~~Director/General Manager~~ **Regional Vice President** Level

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

1. 1st Level (Informal Level) - Before formal grievances involving matters other than discharges and demotions are filed at the 2nd Level, there must have been a 1st Level (Informal Level) meeting or conference with the appropriate Union representative and the appropriate Company representative. It is generally agreed that the local steward along with the immediate supervisor would normally be the appropriate representatives. The 1st (Informal) Level meeting may be waived by the consent of both parties in those instances where such a meeting would be unnecessary. When necessary, the Union may request the presence of a grievant, or grievants, if such are involved. This 1st Level meeting is intended to allow both sides to fully explore the incident, develop the facts, state their contentions, clear up any possible misunderstandings and attempt to informally resolve the dispute. No record will be made at this meeting or conference, no papers, forms or written answers are to be filed. (For pay treatment see ~~21.03~~16.3 and ~~21.04~~16.4.)

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

At the 2nd Level meeting the grievance must be reduced to writing on the Record of Grievance Form (3G3A) adopted by the parties and presented to the Company by the Union at the conclusion of the meeting(s). (For pay treatment see ~~21.03~~16.3 and ~~21.04~~16.4.)

- a. The Company and the Union have the responsibility to meet, discuss the issue(s) and complete the related paperwork within thirty (30) days of the request for a meeting.
- b. Where mutually agreed upon, the time periods in "a." above may be extended by thirty (30) days.
- c. It is the intent of this article that all grievances must be met on at the 1st Level and appealed in writing to the 2nd Level within sixty (60) days. The 2nd Level meeting is to occur within thirty (30) days of the request. If a recess is mutually agreeable it cannot last longer than thirty (30) days.
- d. Failure of the parties to carry out their responsibilities within the specified time frames will generate an automatic appeal of the grievance to the 3rd Level (Executive Level). The 3rd Level representatives will determine the action necessary to address the time problem issue and will handle the grievance accordingly.
- e. Within fourteen (14) days from the date of the meeting (or the last adjourned meeting) the Management representative with whom the grievance was discussed will inform the Union in writing on four copies of the Record of Grievance Form (3G3A) of his/her proposed position. If the parties agree on an adjustment, the adjustment will be stated as the proposed disposition on the Record of Grievance Form (3G3A) and both parties will sign two copies of the form and each retain one signed copy.
- f. Within fourteen (14) days from the date when the Union is advised on the Record of Grievance Form (3G3A) of the proposed disposition by the Management representative, the Union will advise the Company on a copy of the Record of Grievance Form (3G3A) whether the proposed disposition is accepted, rejected or appealed. Such advice should be directed to the Management representative with whom the Union discussed the grievance. If the grievance is appealed to the 3rd Level, the Union will promptly forward the grievance to the Union's designated representative. Grievances so appealed may nevertheless be dropped without a meeting and without prejudice to the Union's contentions regarding the merits of the grievance.
- g. The Union's rejection of the proposed disposition by the Management representative at the 2nd Level will close the grievance without prejudice to the Union's contentions regarding the merits of the grievance.
- h. Grievances involving counseling entries shall not be appealed beyond the 2nd level of the grievance procedure.

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

- a. If mutually agreed, 3rd Level representatives may extend the time frame, normally not beyond sixty (60) days, to meet and discuss the related grievance.
- b. If a meeting is not held by the appropriate Company representative within the greater of thirty (30) days of the Union's request for a conference or the extended time period due to the fault of the Company, the Company will have defaulted on that grievance. Upon default by the Company, a remedy of the grievance will be fashioned at the Bargaining Level of the Company. If a remedy cannot be agreed upon at this level, the appropriate remedy will be determined by arbitration under ~~23-04~~17.1.
- c. All appeals to the 3rd Level will be based upon the record consisting of the Record of Grievance Form (3G3A), Joint Minutes (if any) at the 2nd Level, and any oral or written statements, affidavits or exhibits that the parties at the 2nd Level incorporated into the record.

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

a. When a grievance is filed by the 3rd Level of the Company with the District Office of the Union as described in ~~21.01C4~~16.1C4, such grievance will be accompanied by a written statement of position from the Company representative setting forth the Company's position regarding the grievance. Such written position will include the Company's contentions as to the true facts involved, its allegations as to how the Union has violated the Agreement and, if appropriate, its contentions as to the true intent and meaning or interpretation of any provision of the Agreement. The District Office of the Union will have a period of fourteen (14) days in which to reply in writing to the Company's written statement or position and the Union's reply will also set forth its contentions as to the true facts involved, its reply to the Company's allegations, if any, as to how the Union has violated the Agreement and its contentions to the true intent and meaning of the Agreement provisions if such are involved.

b. If the grievance under ~~21.01C4 or 21.01C4a~~16.1C4 or 16.1C4a is to be arbitrated, the written positions of the parties, or amendments thereto, served on the other party at least fourteen (14) days in advance of the arbitration hearing, will be filed with the arbitrator as exhibits. Such exhibits may be assigned such weight as the arbitrator deems appropriate.

5. When a Union grievance is appealed, the decision of management at the 3rd Level will be given to the Union within seven (7) days after the appeal is discussed at a conference (or last adjourned meeting thereof mutually agreed upon). When the grievance is initiated by the Company under ~~21.01C4~~16.1C4, the decision of the District Office of the Union will be given to the Company within seven (7) days after the grievance is discussed at a conference (or last adjourned meeting thereof mutually agreed upon).

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

- D. In computing any period of time prescribed by any Agreement between the parties hereto, the day of the occurrence, presentation, appeal, decision, request or demand (after which the period of time begins to run) will not be included. The last day of the period will be included, unless it is a Sunday or holiday, in which event the period runs until the next day not a Sunday or holiday. Intermediate Sundays and holidays will be included. Any presentation, appeal, decision, request or demand required to be in writing will be considered to be made on the date it is postmarked, or dated by Personnel, receipted delivery.
- E. The presence of a Union Officer, except those certified under ~~21.01C6~~16.1C6 at the adjustment of any grievance presented by an employee or of employees, under "A" above, will not be regarded as an agreement on the part of the Union that the grievance was properly adjusted.
- F. If the parties agree, grievances appealed to the 3rd Level may be discussed, for possible disposition, by the Company and the Union at the 2nd Level prior to being sent to the 3rd Level. Time involved in this review will not be counted for any other provisions of this Article.

16.2 Pay for Certified Union Representatives.

Subject to the limitations expressed in ~~21.03 and 21.04~~ **16.3 and 16.4**, certified Union representatives in the employ of the Company, and other employees necessary to a grievance hearing will suffer no loss in pay for time consumed in meetings with Management on subjects mentioned in this Article and in ~~20.02~~ **16.2**, and necessarily consumed in traveling to and from such meetings. Each such employee will give reasonable notice (not less than one working day) to his/her immediate supervisor when any such excusal is to begin and for what period the employee expects to be absent from duty. Accordingly, in responding to requests for such meetings, management should allow sufficient time in scheduling to permit employees to comply with this "reasonable notice".

16.03 Number of Union Representatives in Meetings with Management.

In meetings with Management, the number of persons other than those mentioned in ~~21.04~~ **16.4** below, who will suffer no loss of pay for time consumed in meetings with Management, and necessarily consumed in traveling to and from such meetings, will be as follows:

- A. In the 1st Level (Informal Level), meetings under this Article, one (1); and at the 2nd Level meeting, not more than a total of two (2).
- B. In meetings on subject mentioned in ~~20.02~~ **16.2**, not more than a total of ~~seven (7)~~ **five (5)**.
- C. The number of Management representatives participating in any meeting will not exceed that of the Union
- D. If the number of Union representatives attending a meeting with Management is greater than the number indicated above, the Union will designate which of its representatives, not to exceed the number indicated above, are to suffer no loss of pay.

16.4 Pay for Grievant.

In meetings with Management on grievances at the 1st (Informal Level) and 2nd Levels, the individual employee whose grievance is being presented by the Union will suffer no loss in pay, as provided in ~~21.02~~ **16.2**, for time consumed in such meetings or necessarily consumed in traveling to and from such meetings, provided, however, when a group of employees has a common cause of grievance, the members of the group, to be designated by the Union, who will suffer no such loss in pay will not exceed two at the 1st Level meeting and one at the 2nd Level meeting.

16.5 Strikes and Lockouts.

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

- A. If an employee is disciplined as a result of an alleged breach of ~~21.05~~ **16.5** above, such disciplinary action will be subject to the full grievance procedure and to arbitration. ~~notwithstanding the limitations in Article 11 of this Agreement.~~
- B. In the event of arbitration under "A" above, the arbitrator will have authority to sustain, modify or to set aside the disciplinary action.
- C. Any discipline resulting from an alleged violation of ~~21.05~~ **16.5** above, will be imposed within a reasonable time, but in no event to exceed thirty (30) days from the date the employee first engaged in the alleged violation.

16.6 Grievances Involving the Filling of Vacancies.

A. Grievances must be filed in writing at the 2nd Level on behalf of an employee, ~~subject to the exception of 12.01B1 against a specifically identified selectee(s)~~ within sixty (60) days after the notification covered in 12.02E. Such grievances will be processed in accordance with 21.01.

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

C. The Union will be given an opportunity to examine all test papers, appraisal sheets and any other pertinent records on all employees selected to fill the vacancy or vacancies and the unsuccessful requesters (upon the

showing of proper authorization only from unsuccessful requesters). This examination of records by the Union will be considered as the 1st Level (Informal Level) grievance meeting under this Article and one Union representative will be paid under the provisions of ~~24.02~~16.2 for the time consumed in the examination of such records. This first step may consist of discussion with the selector in person or by phone.

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

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

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

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

16.7 Grievances Involving Short Term Disability Plan.

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

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

16.8 Grievance Procedure Regarding Health & Safety.

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

ARTICLE 17 Arbitration

17.1

A. The provisions for arbitration will apply only to the matters made specifically subject to arbitration in "B" below.

B. If at any time a controversy should arise between the Union and the Company regarding the true intent and meaning of any provisions of this or any other agreement between the parties or a controversy as to the performance of an obligation hereunder, which the parties are unable to compose by full and complete use of the grievance procedure set up by Article ~~24~~16, the matter will be arbitrated upon written request of either party to this Agreement to the other.

C. Any written request for arbitration will be made within ninety (90) days from the date of the final decision in writing on the grievance, unless the failure to make such request will be excused by the Arbitrator because of extraordinary circumstances including, but without limitation, newly discovered or previously unavailable, material evidence that could not have been discovered or produced by reasonable diligence.

D. The procedure for arbitration will be as follows:

1. Within 30 days after the filing of the written request for arbitration, the Vice President of the Union or his/her delegated representative will confer with the head of ~~Human Resources~~ **Labor Relations** of the Company or his/her delegated representative to select an Impartial Arbitrator and a date for the hearing.
 - o Failure on the part of the Union to make the above request within 30 days will relieve the Company of the responsibility for retroactive wages from the date of the filing of the written request for arbitration until the date the Union complies with "1" above.
2. In the event of the failure of the persons named in "1" above to agree upon the selection of an Impartial Arbitrator within 30 days, the Union or the Company may apply to the Federal Mediation and Conciliation Services, Washington, D.C., for the appointment of such Impartial Arbitrator.
3. The arbitration hearing will be started within 60 days, if practicable, of the selection of the Impartial Arbitrator and carried to a conclusion as expeditiously as possible. A decision and award by the Impartial Arbitrator will be rendered within fifteen (15) days, if feasible, of the completion of the hearing.
4. The Impartial Arbitrator will have power to decide whether or not a particular finding will have a retroactive effect, provided, however, that no retroactivity will predate the Union's demands for arbitration except as is or may be otherwise provided in other contracts or agreements between the parties.

E. The decision of the Impartial Arbitrator will be final and the Company and the Union agree to abide by such decision. The compensation and expenses of the impartial arbitrator and the general expenses of the arbitration will be borne by the Company and the Union in equal parts. Each party will bear the expense of its representatives and witnesses. Any expenses incurred because of any cancellation or postponement of an arbitration hearing will be borne by the party requesting such cancellation or postponement.

ARTICLE 18 Union Business

Agency Shop

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

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

* Where permitted by law.

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

Deduction of Union Dues

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

Absence for Union Business

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

Union Bulletin Board

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

Notifications

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

Union Representation

- 18.14** At any meeting between a representative of the Company and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion or discharge for cause) is to be

announced, or at any meeting with an employee for the purpose of conducting an investigatory interview which may lead to discipline of such employee, a Union Representative may be present if the employee so requests.

- 18.15** After an employee requests Union representation at an investigatory interview, no questioning will take place until a Union Representative is present at the interview.
- 18.16** If the employee requests to speak privately with the Union Representative upon the Representative's arrival at the meeting, the employee will be permitted to do so.
- 18.17** The provisions of this article will not be used to unduly delay the investigative process.

Union Activity on Company Premise

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

Union Orientation

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

ARTICLE 19 Reduction in Force

Force Reduction

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

**ARTICLE 20
Contract Printing and Distribution**

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

**ARTICLE 21
Amendments**

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

**ARTICLE 22
Duration**

22.1 For purposes of union security and grievance/arbitration procedures, this Agreement is effective from August 9, 2019, and shall continue in full force and effect through 5:00 PM, August 7, 2020. Either party desiring to enter into a new Agreement upon the expiration of this Agreement shall give at least sixty (60) days written notice prior to August 7, 2020.

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

Thryv, Inc.

Communications Workers of America

John S. Hanchek Date Signed

Kevin Kimber Date Signed

Shirley Glynn Date Signed

Scherryl Morgan Date Signed

Date Signed

Cathy Smith

Date Signed

Appendix A

Wage Progression Schedules

Current Wage Schedules

WAGE SCALE 14

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

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

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

Sales Office Pay Areas

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

Wage Progression Schedule Administration

Progression Increases

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

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

Other Considerations

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

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

General Wage Adjustments

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

Start Rate for New Hires

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

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

Wage Treatment for Promotions

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

Wage Treatment for Transfers

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

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

Wage Treatment for Downgrades or Transfers to a Lower Pay Area

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

Performance Bonus

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

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

Eligibility

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

Ineligibility:

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

- Voluntary resignation
- Involuntary termination for cause

Performance Bonus payouts will occur as follows:

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

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

Prorated Performance Bonus:

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

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

Appendix B

Performance Improvement Plans

MEMORANDUM OF UNDERSTANDING

Between

THRYV, INC.

And

COMMUNICATIONS WORKERS OF AMERICA

PERFORMANCE IMPROVEMENT PLAN for SALES REPRESENTATIVES

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

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

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

Thryv, Inc.

Communications Workers of America

John S. Hanchek Date signed

Kevin Kimber Date signed

Appendix C

Letters of Agreement

August 9, 2019

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

Re: Business Tools and Resources

Dear Mr. Kimber:

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

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

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

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

Sincerely,

Agreed:

John S. Hanchek
Company Chairperson

Kevin Kimber
CWA Representative

August 9, 2019

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

Re: Commission Debit Proration (Commission Charge-Backs)

Dear Mr. Kimber:

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

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

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

Sincerely,

Agreed:

John S. Hanchek
Company Chairperson

Kevin Kimber
CWA Representative

August 9, 2019

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

Re: Consistent Sales Policy and Merit Pay Plan Application

Dear Mr. Kimber:

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

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

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

Sincerely,

Agreed:

John S. Hanchek
Company Chairperson

Kevin Kimber
CWA Representative

August 9, 2019

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

Re: Extenuating Circumstances

Dear Mr. Kimber:

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

Sincerely,

John S. Hanchek
Company Chairperson

Kevin Kimber
CWA Representative

August 9, 2019

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

Re: Moving Expense – Relocation Allowance

Dear Mr. Kimber:

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

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

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

Sincerely,

John S. Hanchek
Company Chairperson

Agreed:

Kevin Kimber
CWA Staff Representative

August 9, 2019

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

Re: New Products or Services

Dear Mr. Kimber:

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

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

Sincerely,

John S. Hanchek
Company Chairperson

Agreed:

Kevin Kimber
CWA Representative

August 9, 2019

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

Re: Reduction in Force Notification

Dear Mr. Kimber:

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

Sincerely,

John S. Hanchek
Company Chairperson

August 9, 2019

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

Re: Sales Objectives Review Meetings

Dear Mr. Kimber:

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

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

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

Sincerely,

John S. Hanchek
Company Chairperson

Agreed:

Kevin Kimber
CWA Representative

August 9, 2019

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

Re: Special Sales Incentives/Rewards

Dear Mr. Kimber:

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

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

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

Sincerely,

John S. Hanchek
Company Chairperson

Agreed:

Kevin Kimber
CWA Chairperson

August 9, 2019

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

Re: Paid Personal Time Carryover for 2018

Dear Mr. Kimber:

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

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

Sincerely,

Agreed:

John S. Hanchek
Company Chairperson

Kevin Kimber
CWA Representative

August 9, 2019

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

Re: Tuition Assistance Plan

Dear Mr. Kimber:

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

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

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

Sincerely,

John S. Hanchek
Company Chairperson

Agreed:

Kevin Kimber
CWA Chairperson

August 9, 2019

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

Re: Employee Assistance Program (EAP)

Dear Mr. Kimber:

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

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

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

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

Sincerely,

John S. Hanchek
Company Chairperson

Agreed:

Kevin Kimber
CWA Chairperson

Appendix D

Total Targeted Compensation Review

Memorandum of Agreement

Between

Thryv, Inc.

And

Communications Workers of America

TOTAL TARGETED COMPENSATION REVIEW

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

Definitions

Terms used in this document are defined in this section.

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

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

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

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

Division Bargaining Unit: “~~Division~~” **Bargaining Unit**” is the grouping of ~~sales representatives~~ **business advisors** at the ~~General Sales Manager Unit~~ **CWA District 3 Bargaining Unit** level.

Eligible ~~Sales Representatives~~ Business Advisors: “~~Eligible Sales Representatives~~” **Eligible Business Advisors**” are those ~~sales representatives~~ **business advisors** in the ~~Division~~ **Bargaining Unit** -who have:

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

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

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

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

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

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

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

Total Targeted Compensation Application

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

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

Compensation Evaluation

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

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

Adjustment Computation

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

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

Adjustment Distribution

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

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

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

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

Thryv, Inc.

Communications Workers of America

John S. Hanchek

Date signed

Kevin Kimber

Date signed

Appendix E

Sales Compensation Plan

Appendix E

Sales Compensation Plan

Sales Drive Incentive Plan Premise Business Advisors

Applicable to:

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

COMPENSATION

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

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

I. Introduction

Features of the Sales Drive Incentive Plan include:

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

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

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

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

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

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

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

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

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

II. Plan Description
Compensation Overview

Your total compensation consists of the following components:

- Base Salary
- Sales Incentive Compensation

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

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

Total Targeted Compensation – Premise

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

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

Compensation Components – Premise

A. Base Salary (Premise)

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

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

Base Salaries

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

B. Sales Incentive Compensation (Premise)

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

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

Sales Incentive Compensation Component Details

Sales Incentive Compensation consists of the following components:

1. Commissions

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

- i. Renewal
- ii. Increase
- iii. New/Non

- iv. SEM outside of a prepackaged bundle will be paid at the rep's renewal rate, but no lower than 25%. All SEM (renewal, increase & new) will be capped at \$10,000. Results classification is determined at a client level.
- Commissions are paid bi-weekly on an "as sold" basis, subject to the same restrictions and adjustments as defined in the Sales Policies.
- Adjustment for greater-than 12 month print pubs for BA & SBA roles only:
 - An evaluation will be completed annually to determine the impact of greater-than 12 month print pubs and an adjustment factor will be established
 - The adjustment factor will be applied to the base commission rates

SAMPLE BANDS

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

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

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

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

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

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

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

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

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

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

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

PAY AREA 1

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

PAY AREA 2

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

PAY AREA 3

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

PAY AREA 4

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

PAY AREA 5

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

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

Table 1.4 New Business Advisor - Premise Rate Bands:

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

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

Example (NBA-P) Pay Area 2:

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

2. Performance Bonus (New Customer Bonus)

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

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

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

New Customer Bonus Tiers

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

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

PAY AREA 3				PAY AREA 4				PAY AREA 5			
Business Advisor				Business Advisor				Business Advisor			
# of New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus	# of New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus	# of New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus
>= 7.0	>= 1,400	1,980	2,475	>= 7.0	>= 1,400	2,160	2,700	>= 7.0	>= 1,400	2,340	2,925
6.5	1,300	1,900	2,370	6.5	1,300	2,070	2,590	6.5	1,300	2,245	2,805
6.0	1,200	1,815	2,270	6.0	1,200	1,980	2,475	6.0	1,200	2,145	2,680
5.5	1,100	1,735	2,165	5.5	1,100	1,890	2,365	5.5	1,100	2,050	2,560
5.0	1,000	1,650	2,065	5.0	1,000	1,800	2,250	5.0	1,000	1,950	2,440
4.5	900	1,570	1,960	4.5	900	1,710	2,140	4.5	900	1,855	2,315
4.0	800	1,485	1,855	4.0	800	1,620	2,025	4.0	800	1,755	2,195
3.5	700	1,405	1,755	3.5	700	1,530	1,915	3.5	700	1,660	2,070
3.0	600	1,320	1,650	3.0	600	1,440	1,800	3.0	600	1,560	1,950
2.5	500	1,090	1,360	2.5	500	1,190	1,485	2.5	500	1,285	1,610
2.0	400	855	1,065	2.0	400	930	1,165	2.0	400	1,010	1,260
< 2.0	< 400	-	-	< 2.0	< 400	-	-	< 2.0	< 400	-	-

Month = 2 pay periods
No interpolation between tiers

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

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

PAY AREA 4				PAY AREA 5			
Business Advisor				Business Advisor			
# of New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus	# of New Sales	New Sales \$	Hit 1 Bonus	Hit 2 Bonus
>= 6.5	>= 1,325	2,160	2,700	>= 6.5	>= 1,325	2,340	2,925
6.0	1,225	2,070	2,590	6.0	1,225	2,245	2,805
5.5	1,125	1,980	2,475	5.5	1,125	2,145	2,680
5.0	1,025	1,890	2,365	5.0	1,025	2,050	2,560
4.5	925	1,800	2,250	4.5	925	1,950	2,440
4.0	825	1,710	2,140	4.0	825	1,855	2,315
3.5	725	1,620	2,025	3.5	725	1,755	2,195
3.0	625	1,530	1,915	3.0	625	1,660	2,070
2.5	525	1,440	1,800	2.5	525	1,560	1,950
2.0	425	1,190	1,485	2.0	425	1,285	1,610
1.5	325	930	1,165	1.5	325	1,010	1,260
< 1.5	< 325	-	-	< 1.5	< 325	-	-

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

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

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

Month = 2 pay periods
No interpolation between tiers

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

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

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

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

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

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

Month = 2 pay periods
No interpolation between tiers

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

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

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

III. Incentive Calculation Examples

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

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

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

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

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

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

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

Definitions

Base Pay

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

BOTS

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

Canvass Cycle

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

Client Complaints and Errors

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

Fiscal Year

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

Measurement Period

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

NISD

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

Pay Period

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

Qualifiers

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

Recurring Revenue

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

Retention Revenue

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

Rounding Convention

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

Split Sales

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

Threshold

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

2019 Wellness Program

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