

**AGREEMENT BETWEEN
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
LOCAL UNION NO. 1269**

AND

DEX MEDIA, INC.

**EFFECTIVE JUNE 12, 2009
THROUGH MAY 4, 2012**

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PREAMBLE

This Agreement is executed on June 12, 2009 by and between Dex Media, Inc. hereinafter referred to as the "Company", and the International Brotherhood of Electrical Workers, AFL-CIO Local Union 1269 hereinafter referred to as the "Union".

The respective parties to this contract mutually agree as follows:

WHEREAS, progress in industry demands a mutuality of confidence between the Company and the Union in order that all may benefit by continuous, amicable relations between the parties hereto by adjustment of their differences in a rational, common sense manner;

NOW THEREFORE, the parties hereto agree with each other as follows, the agreements of each party being in consideration of the agreements to be kept and performed by the other:

ARTICLE 1 CONTRACT CONDITIONS

THE AGREEMENT

Section 1.1 This agreement between the International Brotherhood of Electrical Workers, AFL-CIO, Local 1269, hereinafter referred to as the “Union” and Dex Media, Inc. hereinafter referred to as the “Company”, represents the full and complete agreement between the parties. This agreement supersedes any and all prior agreements, past practices, policies, procedures, both oral and written, between the parties.

The Company retains all rights to manage the business including all rights to change and implement any practices, policies or procedures. The Company will give reasonable advance notice in writing to the Business Manager IBEW 1269 as to any changes affecting IBEW members. The Company will discuss the changes with the Business Manager IBEW 1269. The Company will consider input from the Union, but the Company’s decision on any changes and implementation shall be final. The Company decision and implementation shall not be subject to Union approval.

RECOGNITION

Section 1.2 With respect to rates of pay, wages, hours of employment and other conditions of employment, the Company hereby recognizes the Union as the exclusive bargaining agent for employees who are in units represented by the Union at the time this agreement is negotiated.

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

In the event the Company elects to have any new or additional work assigned to the bargaining unit, the Company will give the Business Manager IBEW 1269 reasonable notice of its decision. Following notice and discussion with the Union, the Company may proceed to staff such work.

In the event the Company elects to establish any new products, the Company will proceed to establish such products under the terms and conditions it deems appropriate. The Company will give the Business Manager IBEW 1269 reasonable advance notice in writing of its decision to establish new products. If the Company and the Union can reach agreement regarding representation issues within ten (10) working days after the Company gives notice to the Business Manager IBEW 1269, the work will be assigned within the bargaining unit. If the Company and the Union cannot reach agreement regarding representation issues within the ten (10) working days, the Company may proceed to assign such work as it deems appropriate. The time limits in this section may be adjusted by mutual agreement.

LEGAL COMPLIANCE

Section 1.3 Should any provision on this Agreement contained herein at any time during its term be declared to be invalid, unenforceable or in violation of any federal or state law by a court of competent jurisdiction or any authoritative governmental agency, then such provision shall continue in effect only to the extent permissible under law; however, all other provisions of this Agreement shall continue in full force and effect.

NON-DISCRIMINATION

Section 1.4 The Company and the Union agree that neither party shall unlawfully discriminate against any employee because of that employee's race, national origin, religion, age, sex, sexual orientation, marital status, Union activities or because that employee is disabled, military/veteran status or to any other extent prohibited by law.

The use of masculine or feminine gender in this Contract shall be construed as including both genders and not as sex limitations, unless the Contract clearly requires a different construction.

TITLES AND REFERENCES

Section 1.5 The titles of the Articles are for assistance and ease of location of the contents of this Agreement and shall have no other meaning or substantive value.

TERM OF THE AGREEMENT

Section 1.6 This Agreement shall become effective on the 12th day of June, 2009 and shall remain in full force and effect until 6:00 p.m. on May 4, 2012. This Agreement will terminate on its expiration date, or it may be extended by mutual agreement in writing.

SUCCESSORSHIP

Section 1.7 In the event of a merger or acquisition of Dex Media, Inc. whereby a controlling interest in Dex Media, Inc. is obtained by another Company, or in the event of the sale to, or the acquisition by, another Company of substantially all the assets of Dex Media, Inc. the parties agree that such Company shall become the successor to Dex Media, Inc., shall be bound by the terms and conditions of this Collective Bargaining Agreement between Dex Media, Inc. and IBEW Local 1269, and shall assume all other duties and responsibilities of a successor (as that term is construed under the National Labor Relations Act). Dex Media, Inc. agrees to require any such successor to accept the terms of this Collective Bargaining Agreement by written notice. A copy of such notice shall be provided to IBEW Local 1269 at least thirty (30) days prior to the effective date of any sale, transfer or assignment.

**ARTICLE 2
NEGOTIATING DIFFERENCES**

SETTLEMENT OF DISPUTES

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

During the term of this Agreement, the Union and the employees represented by it agree there shall be no strikes, sympathy strikes, slowdowns or stoppages of work or any other action which would curtail or impede any of the operations of the Company. Should any such interference occur, the Union agrees to immediately order such action to cease. The Company agrees it will not lock out any of the employees covered hereunder during the term of this contract.

GRIEVANCE PROCEDURE

Section 2.2 It is agreed that the objective of both the Company and Union shall be to settle all grievances of employees at the lowest appropriate level of the grievance procedure.

Grievance Format

1. The name(s) of the employees or group of employees aggrieved.
2. The nature of the grievance and the circumstances out of which it arose.
3. The section(s) of this Agreement, if any, relied upon or claimed to have been violated; and
4. The remedy or corrective action the Company is requested to provide or take.

Grievances shall be processed in accordance with the following successive steps:

Step	Company Representative	Union Representative
1	Immediate Supervisor	Representative
2	Director of Unit	Representative
3	Director - Labor Relations	Business Manager IBEW 1269 or designated representative
3A	Director - Labor Relations	Business Manager IBEW 1269 or designated representative

The grievance participants listed above are authorized by the Company or the Union, as appropriate, and each listed participant may designate an alternate. When the Company and Union agree that a grievance has Company wide implications, an alternative step will be used, which is marked as 3A. Generally, grievances dealing with contract interpretations which have Company wide implications should be processed according to Step 3A.

First Step Grievances

Section 2.3 A grievance shall be put in writing and formally presented to the manager within twenty-eight (28) calendar days after the date the employee reasonably first had knowledge of the circumstance that led to the grievance. If the first step grievance is not filed within twenty-eight (28) calendar days after the aggrieved action occurred, it is untimely, and closed. It shall be a mutual responsibility to meet to consider the grievance within fourteen (14) calendar days after it is presented. After the grievance has been presented, the Company will have no more than fourteen (14) calendar days to respond in writing to the Union.

Second Step Grievances

Section 2.4 If satisfactory settlement is not reached at first step or the Company has failed to respond within the stated time frame the Union may appeal. The appeal will be sent to the appropriate Unit Director. This appeal must be made in writing within fourteen (14) calendar days after receipt of the Company's response at Step 1. The grievance will be considered at a meeting with the appropriate Director or his/her designated representative. It shall be a mutual responsibility to meet within fourteen (14) calendar days after it has been appealed to Step 2. After the grievance has been presented the Company will have no more than fourteen (14) calendar days to respond in writing to the Union.

Third Step Grievances

Section 2.5 If the grievance is not satisfactorily settled in Step 2, the Business Manager IBEW 1269 or his/her designate may appeal. This appeal must be made in writing to the Director - Labor Relations within twenty-eight (28) calendar days after receipt of the Company's response to Step 2. The grievance will be considered at a meeting with the Director-Labor Relations of the Company or his/her designate. It shall be a mutual responsibility to meet to consider the grievance within fourteen (14) calendar days after the appeal to Step 3 has been made. The Company shall within fourteen (14) calendar days after the meeting, submit a written statement of the Company's position on the grievance to the Union. If the grieved matter is subject to arbitration, the Business Manager IBEW 1269 or his/her designate may request in writing that the matter be arbitrated. The written notification of arbitration must be received by the Company within thirty (30) calendar days after notification of the Company's response at Step 3. The case will be closed if the notification of arbitration is not received by the Company within thirty (30) calendar days.

Step 3A - Grievances

Section 2.6 Grievances presented at Step 3A shall be put in writing and formally presented to the Director - Labor Relations within twenty-eight (28) calendar days after the date the employee reasonably first had knowledge of the circumstance that led to the grievance. If the grievance is not filed within twenty eight (28) calendar days after the aggrieved action occurred, it is untimely, and closed. It shall be a mutual responsibility to meet to consider the grievance within fourteen (14) calendar days after

it is presented. After the grievance has been presented, the Company will have no more than thirty (30) calendar days to respond in writing to the Union.

General Grievance Provisions

Section 2.7 Not more than fourteen (14) calendar days each on the first, second or third step (3A excepted) shall be allowed for the settlement of a grievance after it has been presented by the Union unless an extension of time is mutually agreed upon by the parties. Any extension of time limits must be in writing and signed by both the Union and the Company.

Under no circumstances shall the total time elapsed between the presentation of the written grievance at the initial step of the grievance process and the Company's final response at Step 3 exceed six (6) months, or the grievance shall be closed.

Nothing in this Agreement shall be construed as restricting the rights of employees in discussing and resolving employee grievances orally with any supervisor through the regular channels of the Company's administrative organization without formally submitting the grievance in writing at Step 1 of the grievance procedure; provided, that any adjustment of a grievance shall not be inconsistent with the terms of this Agreement, and a Union representative will be offered an opportunity to be present when an adjustment is made.

The Company shall be under no obligation to process any grievance not submitted in compliance with the provisions of this section. Nothing herein shall be construed as restricting oral discussion between an employee or Union steward and a supervisor on a matter which has not yet been made the subject of a written grievance; however, any such oral discussion shall not operate to extend the time limits within which a grievance must be submitted in writing on any such matter. Once a grievance has been presented in writing to the Company by the Union, no representative of the Company will discuss the matter with any aggrieved employee involved unless an authorized representative of the Union is first offered a reasonable opportunity to be present at such discussion.

ARTICLE 3 ARBITRATION

Section 3.1 The following types of employee grievances may be arbitrated:

- Grievances involving a question of interpretation of the terms of this Agreement.
- A question concerning the performance of an obligation specifically imposed upon the Company by the terms of this Agreement. Only matters expressly included in this Agreement shall be subject to arbitration.
- Grievances arising out of or resulting from the dismissal, discipline, separation from employment, or suspension of a regular employee provided the Term of Employment of the employee, as determined by the Company, has reached 24

months or more as of the date of discipline, separation from employment, suspension or dismissal.

Section 3.2 A dismissal, discipline or suspension shall stand unless it is established that the dismissal, discipline or suspension was effected without just cause.

If the arbitrator finds that discipline was imposed without just cause, she/he shall reduce or eliminate the discipline imposed. If the arbitrator finds that a dismissal or suspension was made without just cause, he/she shall either:

- A. Reinstate the employee with back pay in accordance with the procedures below.
- B. Reduce the dismissal to a suspension, and reinstate the employee without back pay for the period of the suspension set by the arbitrator.

A dismissal or suspended employee reinstated shall receive payment for time lost, but not for suspension time under sub-item (B) above, reduced by the sum of the following amounts:

1. Any amount, other than wages received from the Company at the time of dismissal or suspension, plus any service pension payments made during the time of dismissal or suspension.
2. Any amounts paid to or receivable by the employee as wages, salary or commissions in other employment since the date of dismissal or suspension.
3. Any amounts paid to or receivable by the employee for the period since the date of dismissal or suspension as unemployment benefits under any provision of present or future law; provided, however, that such amounts shall not be withheld in the situation where the employee is required, by state law or otherwise, to repay such employment benefits.

The employee's "fringe benefit" (see Article 8) entitlements shall be determined as though the employee had in fact not been dismissed or suspended. The Company shall reimburse the employee for those expenditures which he was required to make either to continue the same "fringe benefits" which he would have had during the time of the dismissal or suspension or which he was required to make because he was not covered by such "fringe benefits."

For those employees in the title classifications of Directory Advertising Consultant and Account Executive payment for the time lost as stipulated in this section shall mean basic weekly wages plus commissions.

Section 3.3 In the event that satisfactory settlement cannot be made of an arbitrable employee grievance in the manner prescribed in this Agreement, it is agreed that the Union may initiate arbitration proceedings under this Article subject to the following conditions:

1. A written request for arbitration proceedings is served on the Company within thirty (30) calendar days following the date the Company's final written decision of its position on the grievance at the third step of the grievance procedure is given to the Union. Upon receipt of the Union's timely written request for arbitration, the Company shall immediately request the Director of the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) arbitrators for consideration by the Company and Union.
2. Within fourteen (14) calendar days after the serving of a written request for arbitration by the Union, the Company and the Union shall arrange a meeting between the Company Bargaining Agent or his/her authorized representative and the Business Manager/Financial Secretary of Local 1269 of the Union or his/her authorized representative.
3. Should no settlement be reached within twenty-five (25) calendar days after the serving of a written request for arbitration by the Union, or within fourteen (14) days of the meeting identified in paragraph (B) above, whichever is later, the Director- Labor Relations or his/her authorized representative and the Business Manager/Financial Secretary of Local 1269 of the Union or his/her authorized representative shall within the next ten (10) calendar day period, choose and designate an impartial arbitrator, hereinafter referred to as the "Arbitrator," to hear and determine the grievance. Should the Company and the Union fail to agree on the selection of an Arbitrator within the ten (10) days prescribed or within any mutually agreed extension of that time, the Company and Union shall alternately strike names from the FMCS list. The party who strikes the first name from the list shall be determined by lot. The person whose name remains on the list after each party has stricken three (3) names shall be the Arbitrator who shall hear and determine the grievance. Neither party can strike the entire list of names.

The Arbitrator may interpret this Contract and apply it to the particular case submitted to him/her but shall not have any authority to add to, subtract from, or in any way modify the terms of this Agreement. Any case submitted to the Arbitrator on which he/she has no power to rule under the terms of this Agreement shall be referred back to the parties without decision.

The decision of the Arbitrator shall be final. The Company and the Union agree to abide by such decision. Each party shall pay the compensation and expenses of their own witnesses. The expenses and fee of the Arbitrator and the general expenses of the arbitration hearing shall be borne by the Company and the Union in equal parts.

The service of any written notice or any other document upon the other party as provided under this Article shall be accomplished either by personal delivery or by posting in the U.S. Mail. Service shall be deemed timely if personally delivered within the applicable time limit allowed herein, or if postmarked within such time limit, as the case may be.

Time limits in this section (3.3) can be extended by mutual agreement of the Company bargaining agent or his/her authorized representative and the Business Manager/Financial Secretary of Local 1269 of the Union or his/her authorized representative. Any extension of time limits must be in writing and signed by both the Union and Company.

ARTICLE 4 WORKING PROCEDURES

ASSIGNMENT OF WORK

Section 4.1 The assignment of a particular title to an employee will not limit the type of work an employee may be required to perform. The Company may assign the work an employee will perform.

The Company will determine when work assignments are filled on a temporary basis. For purposes of time in channel, the time spent in a temporary work assignment shall be credited to the employee if the employee performs satisfactorily and fills a regular position within the same channel within one (1) calendar year.

ASSIGNMENT OF ACCOUNTS

Section 4.2 The Company retains all rights to assign accounts to Directory Advertising Consultants ("DAC"), Account Executives and Account Representatives, and to implement any practices, policies or procedures regarding the assignment of accounts. The Company will notify the Business Manager IBEW 1269 or his/her designate as to its practices, policies and procedures on the assignment of accounts. The Company will discuss the practices, policies and procedures on the assignment of accounts with the Business Manager IBEW 1269 or his/her designate. The Company will establish practices, policies and procedures on a fair and unbiased basis. The Company will consider input from the Business Manager IBEW 1269 or his/her designate, but the Company's decisions shall be final. The Company decision and implementation shall not be subject to Union approval or arbitration.

MANAGEMENT REPLACEMENT

Section 4.3 Any employee who is authorized to temporarily replace a management employee will receive a differential of forty dollars (\$40.00) for each day assigned.

REIMBURSEMENT OF EXPENSES

Section 4.4 Employees who have been assigned to work away from their designated office location will be reimbursed for travel and lodging expenses as authorized by management. The amount of reimbursement will not exceed the amount authorized by management.

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

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

REIMBURSEMENT OF AUTOMOBILE EXPENSES AUTHORIZED USE OF PERSONAL AUTOMOBILE

Section 4.5 The Company will reimburse each authorized Directory Advertising Consultant and Account Executive for the use of his/her personal automobile based on data and information provided by Runzheimer International. Monthly ownership costs will be based on 71.4% business usage for a Mercury Milan Premier automobile. Monthly ownership cost reimbursement will be adjusted in January of each year. Mileage reimbursement rates will be adjusted quarterly.

An employee will continue to receive the monthly ownership cost reimbursement during periods of paid TOP time.

BETWEEN-TOWN MILEAGE

Section 4.6 Each Directory Advertising Consultant and Account Executive will be reimbursed for all authorized between-town travel at the rate determined by Runzheimer and based on mileage as determined by official state highway commission maps.

IN TOWN MILEAGE

Section 4.7 The number of in-town miles subject to reimbursement each day a Directory Advertising Consultant or Account Executive is actually present and working in an assigned town shall be determined by the directory circulation of the directory in that town in accordance with the table set forth below.

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

In-Town Miles To Be Paid	Circulation of Directory In Assigned Town
70 miles per work day	1,000,000 and over
65 miles per work day	699,999 to 999,999
60 miles per work day	399,999 to 699,998
55 miles per work day	299,999 to 399,998
50 miles per work day	199,999 to 299,998
45 miles per work day	99,999 to 199,998
40 miles per work day	49,999 to 99,998
30 miles per work day	24,999 to 49,998
25 miles per work day	under 24,999

REIMBURSEMENT OF WIRELESS COMMUNICATIONS EXPENSES

Section 4.8 Directory Advertising Consultants-Premise Channel and Account Executives who have been assigned to work within a wireless communications service area for the majority of a month, will be reimbursed for mobile phone or pager expenses incurred up to a maximum of one hundred dollars (\$100.00) per month, with no carry over from one month to the next.

ARTICLE 4A **WORK SPACE**

WORK SPACE ALLOCATION

Section 4.A1 The Company reserves the exclusive right to determine employee work space allocation and location, including shared work space and personal residence offices.

REIMBURSEMENT FOR PERSONAL RESIDENCE OFFICE

Section 4.A2 In the event the Company determines it appropriate for a Directory Advertising Consultant to work from his/her personal residence on an on-going basis, the Directory Advertising Consultant will be compensated a one time (1) reimbursement of up to seven hundred and fifty dollars (\$750.00), paid with receipts supporting the purchase, to be used in the establishment of a work space. In the event a Directory Advertising Consultant terminates employment (Forced Adjustment excluded) within twelve (12) months of receipt of reimbursement, they will be required to repay the seven hundred and fifty dollars (\$750.00) upon exiting the business. Office supplies will be provided in accordance with standard company policies.

ARTICLE 5 COMPENSATION

The following compensation plan will be effective with each respective canvass related to market throws on or after July 5, 2009 for directories published or digital advertising fulfilled in the 2010 publishing cycle.

SALARY

Section 5.1 Directory Advertising Consultants shall be compensated as follows:

Basic annual salary shall be paid according to the following:

<u>Directory Advertising Consultants-Premise</u>	<u>\$23,900.00</u>
<u>Directory Advertising Consultants-Executive Premise</u>	<u>\$27,100.00</u>
<u>Directory Advertising Consultants-Major Premise</u>	<u>\$31,100.00</u>
<u>Directory Advertising Consultants-Telephone</u>	<u>\$19,900.00</u>
<u>Directory Advertising Consultants-Executive Telephone</u>	<u>\$21,500.00</u>

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

COMMISSIONS

Section 5.2 The appropriate sales commission rate for all advertising resold, or increased by Directory Advertising Consultants for all products (print & digital) shall be those rates which apply to their designated office location as shown in Table #1. Those commission rates are shown in the Premise and Telephone Commission Rates Table #2. Accounts associated with the main account will be treated as one (1) advertiser account. Such account treatment will include sales to associated new connects.

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

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

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

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

1. If the advertising contract rates in the existing directory are less than the rates of the replacement or rescoped directory, there will be no adjustment to existing Book on the Street (BOTS).
2. If the advertising contract rates in the existing directory are more than the rates in the replacement or rescoped directory and the amount resold is less than the original BOTS, the BOTS will be adjusted to equal Next Issue Street Directory (NISD).
3. When duplication of advertising occurs as a result of a directory rescope, commissions will be paid at the package level as indicated in Item 2, above.

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

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

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

- If contracted advertising is not published.
- Errors within the realm of the salesperson's responsibility.
- If the National sales channel supersedes local sales advertising prior to the NYPS close date.
- If a minimum of one quarter (1/4) of the total advertising revenues are not collected by the Company, due to non-payment by the customer, commissions will be charged back on a pro-rated basis. Commissions will be charged back when the account is referred to a collection agency.

Once the commissions on an account have been charged back and the account has been referred to a collection agency which charges a fee for any recovery, there shall be no reinstatement of commission chargebacks related to the account.

COMMISSION DEBIT PRORATION

In the event of a commission charge back the amount to be debited in any one pay period will not exceed 50% of earned commissions that were to be paid for that pay period

**Section 5.2
TABLE #1
DESIGNATED OFFICE LOCATION**

Tier A Offices

Albuquerque
Denver
Mesa
Phoenix
Salt Lake City
Tucson

Tier B Offices

Boise
Colorado Springs
Fort Collins

Tier C Offices

Billings
Boulder
Durango
Flagstaff (Greater Arizona)
Grand Junction
Idaho Falls
Las Cruces
Missoula
Ogden
Prescott (Greater Arizona)
Provo
Yuma (Greater Arizona)

Section 5.2
TABLE #2
PREMISE AND TELEPHONE SALES COMMISSION RATES

<u>Title</u>	<u>NISD/BOTS Performance Range</u>	<u>Tier A</u>	<u>Tier B</u>	<u>Tier C</u>
<u>Directory Advertising Consultant-Major (DAC-PA)</u>	<u>0-100</u>	<u>0.22</u>	<u>0.23</u>	<u>NA</u>
	<u>101-110</u>	<u>0.26</u>	<u>0.28</u>	<u>NA</u>
	<u>111-125</u>	<u>0.35</u>	<u>0.37</u>	<u>NA</u>
	<u>>=126</u>	<u>0.44</u>	<u>0.46</u>	<u>NA</u>
	<u>New</u>	<u>1.25</u>	<u>1.25</u>	<u>NA</u>
<u>Directory Advertising Consultant-Executive (DAC-PB)</u>	<u>0-100</u>	<u>0.24</u>	<u>0.25</u>	<u>0.26</u>
	<u>101-110</u>	<u>0.29</u>	<u>0.30</u>	<u>0.31</u>
	<u>111-125</u>	<u>0.38</u>	<u>0.40</u>	<u>0.42</u>
	<u>>=126</u>	<u>0.48</u>	<u>0.50</u>	<u>0.52</u>
	<u>New</u>	<u>1.25</u>	<u>1.25</u>	<u>1.25</u>
<u>Directory Advertising Consultant-Premise (DAC-PC)</u>	<u>0-100</u>	<u>0.24</u>	<u>0.25</u>	<u>0.26</u>
	<u>101-110</u>	<u>0.29</u>	<u>0.30</u>	<u>0.31</u>
	<u>111-125</u>	<u>0.38</u>	<u>0.40</u>	<u>0.42</u>
	<u>>=126</u>	<u>0.48</u>	<u>0.50</u>	<u>0.52</u>
	<u>New</u>	<u>1.25</u>	<u>1.25</u>	<u>1.25</u>
<u>Directory Advertising Consultant-Executive (DAC-TA)</u>	<u>0-100</u>	<u>0.27</u>	<u>0.28</u>	<u>0.29</u>
	<u>101-110</u>	<u>0.32</u>	<u>0.34</u>	<u>0.35</u>
	<u>111-125</u>	<u>0.43</u>	<u>0.45</u>	<u>0.46</u>
	<u>>=126</u>	<u>0.54</u>	<u>0.56</u>	<u>0.58</u>
	<u>New</u>	<u>1.25</u>	<u>1.25</u>	<u>1.25</u>
<u>Directory Advertising Consultant-Telephone (DAC-TB)</u>	<u>0-100</u>	<u>0.27</u>	<u>0.28</u>	<u>0.29</u>
	<u>101-110</u>	<u>0.32</u>	<u>0.34</u>	<u>0.35</u>
	<u>111-125</u>	<u>0.43</u>	<u>0.45</u>	<u>0.46</u>
	<u>>=126</u>	<u>0.54</u>	<u>0.56</u>	<u>0.58</u>
	<u>New</u>	<u>1.25</u>	<u>1.25</u>	<u>1.25</u>

COMPENSATION CYCLE

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

BOTS

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

NISD

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

NEW

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

NEW SALES COMMISSION BASE RATE \$1.25

NEW SALES CONVERSION PREMIUM INCENTIVE RATE

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

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

Section 5.2
Table #3
NEW CUSTOMER CONVERSION PREMIUM INCENTIVE RATE TABLE

PREMISE					
<u>Tier A Market</u>		<u>Tier B Market</u>		<u>Tier C Market</u>	
<u>Conversion Level</u>	<u>Conversion Premium Rate</u>	<u>Conversion Level</u>	<u>Conversion Premium Rate</u>	<u>Conversion Level</u>	<u>Conversion Premium Rate</u>
0	0.00	0	0.00	0	0.00
10	0.15	11	0.15	12	0.15
18	0.25	21	0.25	23	0.25
27	0.50	31	0.50	34	0.50
35	0.75	41	0.75	45	0.75
<u>Tier A Conversion Threshold</u>		<u>Tier B Conversion Threshold</u>		<u>Tier C Conversion Threshold</u>	
<u>\$100.00</u>		<u>\$75.00</u>		<u>\$50.00</u>	
TELEPHONE					
<u>Tier A Market</u>		<u>Tier B Market</u>		<u>Tier C Market</u>	
<u>Conversion Level</u>	<u>Conversion Premium Rate</u>	<u>Conversion Level</u>	<u>Conversion Premium Rate</u>	<u>Conversion Level</u>	<u>Conversion Premium Rate</u>
0	0.00	0	0.00	0	0.00
9	0.15	10	0.15	11	0.15
17	0.25	18	0.25	20	0.25
25	0.50	27	0.50	30	0.50
33	0.75	35	0.75	39	0.75
<u>Tier A Conversion Threshold</u>		<u>Tier B Conversion Threshold</u>		<u>Tier C Conversion Threshold</u>	
<u>\$100.00</u>		<u>\$75.00</u>		<u>\$50.00</u>	

QUARTERLY BONUS

Section 5.3 A Quarterly Bonus will be paid at the conclusion of each compensation quarter. The bonus will be based upon the results of advertising sold into directories that publish and digital sales that fulfill in that compensation quarter. (First quarter directories that publish in January, February, and March. Second quarter directories that publish in April, May and June, etc.) The targeted performance standard is defined as NISD equals BOTS. Performance at this level will result in a targeted performance standard payout calculated as eight percent (8%) of the total BOTS (print and digital)

worked for that compensation quarter. The actual bonus payout will be determined based on actual sales performance above or below the targeted performance standard. For purposes of the quarterly bonus, final NISD results will be determined as of the bonus calculation date and will not be subject to subsequent adjustment.

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

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

Section 5.3
TABLE #4
QUARTERLY BONUS PAYOUT SCALE

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

ACCOUNT REPRESENTATIVE COMPENSATION

WAGES

Section 5.4 Employees will be paid a basic weekly salary according to the schedule in Table #5 with progression increases at six (6) month intervals. When an employee completes a period of service entitling the employee to an increase in the basic weekly salary, the increase will be handled as follows:

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

Section 5.4
TABLE #5
ACCOUNT REPRESENTATIVE SALARY

Step	Weekly Salary
1	\$645.00
2	\$670.50
3	\$697.00
4	\$724.50
5	\$754.00

Effective January 1, 2010, the semi-annual individual performance bonus will be eliminated.

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

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

ACCOUNT EXECUTIVE BASIS OF COMPENSATION

Section 5.5 Account Executives will be compensated as follows:

ANNUAL SALARY: \$48,900

ACCOUNT EXECUTIVE BONUS OPPORTUNITY:

A bonus of seven hundred fifty dollars (\$750.00) will be paid for every one percent (1%) of net sales increase on advertising revenue handled in each thirteen (13) consecutive payroll periods not to exceed seven thousand, five hundred dollars (\$7,500.00). To be eligible for the bonus, the employee must complete an entire interval of thirteen (13) payroll periods.

OVERTIME FOR DIRECTORY ADVERTISING CONSULTANTS–TELEPHONE CHANNEL

Section 5.6 Directory Advertising Consultants–Telephone channel will be paid overtime at a rate of one-half (1/2) times their basic hourly rate for time worked in any one (1) calendar week in excess of forty (40) hours.

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

(26) payroll periods. For the purpose of calculating this basic hourly rate, sickness and accident disability benefits pay and time, and overtime pay are excluded.

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

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

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

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

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

TRANSITION PAY FOR DIRECTORY ADVERTISING CONSULTANTS-PREMISE AND TELEPHONE

Section 5.7a Employees who are newly assigned to the Directory Advertising Consultant-Telephone channel will be paid a weekly transition salary equivalent to two (2) times the weekly basic wage. This weekly transition salary will be paid for the first six (6) pay periods completed after assignment to the Directory Advertising Consultant-Telephone channel. The weekly transition salary will be extended to cover, if applicable, a period of initial training. For Directory Advertising Consultants-Telephone channel who work hours in excess of forty (40) during a calendar week while an employee is subject to the transition salary, overtime will be paid at a rate of one-half (1/2) times the basic hourly rate. The basic hourly rate for these purposes shall be the weekly transition salary divided by the number of hours worked in that week.

At the end of this transition period, the salary will be adjusted to the basic annual salary listed under Compensation Section 5.I.

Sales compensation for the transition period will be calculated based on the basic weekly wage, commissions, conversion bonus, and quarterly bonus listed within this Article 5 on compensation. If sales compensation calculated for the transition period exceeds the transition salary received, the employee will be paid the difference. Where applicable, this will include an appropriate adjustment to overtime pay if any overtime hours were worked during the transition period.

Section 5.7b The transition pay for the Directory Advertising Consultant-Premise is intended only for those employees that are new to a commissioned sales position. Employees who are newly assigned to the Directory Advertising Consultant-Premise

channel will be paid a weekly transition salary equivalent to two (2) times the basic weekly salary. This weekly transition salary will be paid for the first six (6) pay periods completed after assignment to the Directory Advertising Consultant-Premise position. The weekly transition salary will be extended to cover, if applicable, a period of initial training. For purposes of calculating Directory Advertising Consultant-Premise sales compensation for each transition pay period, sales compensation will be calculated based on the basic weekly wage, commissions, conversion bonus and quarterly bonus listed in Article 5. If sales compensation calculated for the pay period exceeds the transition salary received, the employee will be paid the difference in the next pay period or as soon as practical.

At the end of this transition pay period, the salary will be adjusted to the basic weekly salary listed under Compensation Section 5.I.

PAY FOR TEMPORARY WORK ASSIGNMENTS

Section 5.8 Directory Advertising Consultants who are assigned to work markets outside their normal designated office location as defined in Table #1 shall be paid those rates which apply to the designated office location to which they are re-assigned.

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

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

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

- A. During the temporary assignment the employee will continue to be paid their basic rate of pay from their regular position.
- B. For the work completed during the temporary assignment, incentive compensation (commissions) shall be calculated based on the incentive rates for the temporary position. This amount will be paid in addition to the basic rate of pay.

**ARTICLE 6
TIME OFF**

TIME OFF WITH PAY (TOP)

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

Section 6.1 Regular employees shall be eligible to receive annual TOP in accordance with the following provisions:

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

Employees will be paid their basic rate of pay for TOP time. TOP does not accrue for overtime hours or unpaid leave time and is not considered hours worked for the computation of overtime.

SCHEDULING TIME OFF WITH PAY

Section 6.2 The Company shall prepare TOP time schedules prior to December of the preceding calendar year. Management will indicate work force requirements and time available for selection of TOP time and individual days off for each designated office location. A separate TOP time schedule shall be prepared for Directory Advertising Consultants-Premise Channel, Directory Advertising Consultants-Telephone Channel, Account Executives and Account Representatives respectively.

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

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

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

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

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

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

A maximum of seven (7) TOP Days may be taken without advance scheduling provided the employee notifies his/her immediate supervisor at least one (1) hour before the scheduled work shift begins. When the immediate supervisor is not available, notice may be given to any manager in the office.

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

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

For illness, the use of TOP is required before the use of unpaid leave. If an employee's illness requires an absence of greater than five (5) consecutive business days (forty [40] hours), the employee may apply for Short-term Disability (STD) benefits. The first five (5) business days (forty [40] hours) are considered a "waiting period" under the STD

benefit. The time used during the “waiting period” will be deducted from the employee’s TOP balance.

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

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

The company retains the right to schedule or reschedule TOP for business related reasons. The company reserves the right to determine the number of employees off on TOP time at any given one time based on business needs.

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

HOLIDAYS

Section 6.3 The following holidays are authorized and will be observed each year.

New Year's Day	January 1
<u>Martin Luther King Day</u>	<u>Third Monday in January</u>
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Day after Thanksgiving
Christmas Day	December 25
Company Designated <u>Holiday</u>	
Company Designated <u>Holiday</u>	

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

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

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

APPROVED ABSENCES

MILITARY LEAVE

Section 6.4a The Company will comply with all applicable laws concerning military service, reinstatement thereafter and reservists' rights.

VOTING

Section 6.4b Employees will be excused with pay for such time as is required by law, but not to exceed two (2) hours, to vote at a general election (State or National). Permission and scheduling will be given by managers. When employees are able to vote outside of working hours, no time off will be granted.

FUNERALS

Section 6.4c An employee may be permitted to be absent with pay at their basic rate of pay, for a reasonable time due to a death in the immediate family. Time will be determined by the relationship to the deceased. Employee's may take up to five (5) consecutive business days off, with pay, due to the death of an 'immediate family member' and up to three (3) consecutive business days for 'other covered relatives.' Immediate family includes parents, spouse, domestic partner, sibling (natural or adopted), legal guardian, children (natural or adopted), grandparents and grandchildren. Other covered relatives are In-Laws (mother, father, sister, brother, daughter, son, grandparent) Aunt, Uncle, Niece and Nephew. Consideration should be given to extraordinary relationships beyond the immediate family. Compensation for funeral leave will be calculated at the employee's basic rate of pay only for the time that falls on regularly scheduled workdays. It does not include overtime or any special forms of compensation such as incentives, commissions, or bonuses. Additional days of bereavement leave for deaths of immediate family members or other covered relatives will be charged to the employees' TOP time. Upon request, employees may be asked for proof of relationship and documentation of the family member's death.

JURY DUTY AND LEGAL PROCEEDING APPEARANCE

Section 6.4d The Company will compensate eligible employees at their normal basic rate of pay when they are summoned to jury duty on a federal, state or local court, up to four (4) weeks, not to exceed twenty (20) business days. If an employee's jury duty ends four (4) hours prior to completion of shift, the employee shall return to work. Payment should not exceed the employee's basic forty (40) hour work week. Employees serving on juries may receive compensation from the state for their service. Employees serving on trials of one (1) week or more will have their pay adjusted for juror service compensation received.

On occasion, an employee may need to appear in a legal proceeding for personal business such as traffic tickets, personal lawsuits or adoption proceedings. For these types of situations, an employee should use available paid time off to attend to personal

business, in accordance with the terms of the TOP program, or if not available without pay.

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

FAMILY MEDICAL LEAVE ACT

Section 6.5 The Company shall provide leaves of absence in accordance with the Family Medical Leave Act or state equivalent (collectively "FMLA") to eligible employees. To apply for this leave, the employee must present documentation in accordance with Company policy.

This leave may be granted for a total cumulative period of up to twelve (12) weeks within a rolling twelve (12) month period of time, provided the employee meets the eligibility requirements under the FMLA. Employees granted an FMLA leave will be entitled to reinstatement to a job within the same wage schedule and/or title at the end of the leave unless the employee's position is eliminated during the leave. Health benefits will be provided in accordance with the FMLA. Disability and business travel accident insurance coverage terminate the day the leave begins.

PERSONAL ILLNESS AND FAMILY LEAVE

Section 6.6 As a supplement to the FMLA Leave granted above, the Company may, at its discretion, provide up to an additional twelve (12) weeks unpaid time away from work for the birth or adoption of a new child, for personal illness, or for the care of a family member with a serious medical condition. To apply for this leave, the employee must present documentation, expected duration and the reason for the employee's involvement, to the satisfaction of the Company. Such leave must be taken for the same event and immediately following the exhaustion of FMLA Leave.

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

PERSONAL LEAVE OF ABSENCE

Section 6.7 Unpaid personal leaves of absence of up to six (6) months may be granted at the discretion of the Company. The Company cannot guarantee reinstatement following a personal leave. Health and life insurance benefits terminate at the end of the month in which the leave begins. Health insurance benefits may be continued for the duration of the leave in accordance with COBRA. Disability and business travel accident insurance coverage terminate the day the leave begins.

**ARTICLE 7
TRANSFERS AND FORCE REDUCTIONS**

TRANSFER PLAN

Section 7.1 Employees who have both acceptable performance and attendance will have the opportunity to be considered to post a bid for any job within the bargaining unit. Those who wish to participate must apply for the position using the Post and Bid application process.

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

When an employee accepts a new position, they may not request consideration for another job prior to completing the following service requirements in their new position:

	<u>In Channel</u>
Sales positions:	24 months
Non-sales positions:	12 months

The Company may waive these service requirements based on the needs of the business. The Company will give notice to the Business Manager IBEW 1269 or his designee if these service requirements are waived.

For a period of up to six (6) months after the date of placement, the employee may elect to retreat to their former job if an opening exists.

The Company, in it's sole discretion, may retreat an employee due to unsatisfactory performance up to twenty-four (24) months after the date of placement. Following such retreat, the employee shall not be eligible for transfer or promotion to that position, or to any other job having similar duties, job content and responsibilities, until the employee's qualifications have substantially improved.

Following any retreat, the employee must complete twelve (12) months service before they are eligible for another transfer or promotion.

FORCE ADJUSTMENTS

Section 7.2 Whenever conditions are considered by the Company such as to warrant layoffs, part-timing, reclassifications or a combination thereof, the Company agrees to give the Business Manager IBEW 1269 thirty (30) calendar days notice of its intended plan, together with a description of work locations, job titles (levels within channels) and work groups so affected as determined by the Company.

After such notice and discussion with the Business Manager IBEW 1269, the plans developed by the Company shall be implemented subject to the following procedural steps:

1. Temporary employees in the affected work locations, job titles and work groups shall be separated from the payroll.
2. The Company shall, in order of seniority, offer to the employees in such job titles considered to be surplus, if qualified, transfers to other positions in the Company if there are any openings that the Company determines are to be filled.
3. Offer voluntary separation payments to employees in the affected job titles and work locations by seniority. The number of employees who make such election shall not exceed the number of employees determined by the Company to be surplus. The Company will set the separation date(s) that are applicable to employees electing voluntary separation. An employee's election to leave the service of the Company and receive voluntary separation payments must be in writing and delivered to the Company within ten (10) working days from the date of the Company's offer (or such longer time as the Company may permit). Disputes related to voluntary separation are not subject to the arbitration provision of this Agreement.
4. Lay off regular full-time and part-time employees in surplus in the inverse order of seniority. Such employees shall receive involuntary separation pay.

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

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

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

Less Than 10 Years of Service

Periods	Reduction
Weeks 1 through 4	No reduction
Weeks 5 through 8	1/3 reduction
Weeks 9 through 12	2/3 reduction
Weeks 13 & thereafter	Full reduction

10 to 15 Years of Service

Periods	Reduction
Weeks 1 through 30	No reduction
Weeks 31 through 34	1/3 reduction
Weeks 35 through 38	2/3 reduction
Weeks 39 & thereafter	Full reduction

15 or More Years of Service

Periods	Reduction
Weeks 1 through 56	No reduction
Weeks 56 through 60	1/3 reduction
Weeks 61 through 64	2/3 reduction
Weeks 65 & thereafter	Full reduction

When an employee is reassigned to a lower rated or lateral job by the Company because of force reduction, the employee is not required to meet the time on job requirements for transfer.

RELOCATION

Section 7.3 In the event the work is being transferred to another city, each employee in the impacted group being force-adjusted may have the option to be moved by the Company with the employee's work:

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

The Company shall pay employees who are permanently transferred to another location at the request of the Company, a relocation payment up to five thousand dollars (\$5,000.00) when supported by receipts for approved relocation expenses. In addition, the Company shall pay the real estate commission of not more than seven percent (7%) of the home sale price, incident to the sale of a personal residence owned by the employee at the former job location.

When a transfer is made from one (1) location to another at the employee's request, all expenses of the move will be paid by the employee.

SEPARATION BENEFITS

Section 7.4 Regular employees who are declared surplus by the Company due to lack of work and who are offered and accept voluntary separation are entitled to the following Voluntary Separation Pay:

VOLUNTARY SEPARATION PAYMENT PLAN VSPPP TABLE

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

Regular employees who are declared surplus by the Company and who are involuntarily separated due to lack of work are entitled to the following Involuntary Separation Pay:

INVOLUNTARY SEPARATION PAY
ISP TABLE

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

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

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

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

- Forced reclassification of level within the same channel;
- An employee voluntarily leaving the Company;
- An employee on leave of absence;
- An employee who is dismissed.

Repayment of Severance

Section 7.5 As a condition of rehire, employees returning to work after a separation period of less than twelve (12) months must repay a prorated portion of the severance pay. The individual will be entitled to retain the portion of severance allocated to the number of full months he/she was without employment. The repayment of severance will be calculated as follows:

A. Monthly severance amount = amount of severance/12 months

B. Payback = total severance amount - (months laid off x monthly rate)

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

ARTICLE 8 BENEFITS

Section 8.1 This Article is intended to state the acceptance by Company and Union of certain agreements reached through collective bargaining between Dex Media, Inc. and the International Brotherhood of Electrical Workers, Local 1269. The subjects of agreement are:

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

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

Following the effective date of the agreements between the Company and the Union described above, there will be no reductions in the level of benefits of any of the plans listed above during the life of this Agreement without the consent of the Union, except as provided in Section 8.2, 8.3, 8.4, 8.5 and 8.6 below. Any increases in the level of benefits will be discussed with the Union before implementation.

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

SHORT- TERM DISABILITY BENEFITS

Section 8.2 Short-term disability (STD) benefits shall be provided to all eligible employees.

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

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

MEDICAL/DENTAL/VISION BENEFITS

Section 8.3 The Company agrees to provide medical, dental and vision benefits for all full-time and part-time employees scheduled to work at least twenty (20) hours per week. These benefits will be provided in accordance with the Dex Media, Inc. Group Benefit Plan for Bargained-For Employees.

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

EMPLOYEE SAVINGS PLAN

Section 8.4 The Company agrees to provide a 401(k) savings plan for eligible employees. Employees shall be eligible to participate in the Dex Media, Inc. Employee Savings Plan as provided in the terms of the plan.

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

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

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

PENSION PLAN

Section 8.5 Benefit accruals under the Dex Media, Inc. Pension Plan will cease effective December 31, 2009 such that service or compensation beyond December 31, 2009 will not enhance any employee's pension benefit. Participants will continue to receive Term of Employment service credit for vesting and service pension eligibility for service after December 31, 2009, but will not receive any further Pension Calculation Service (PCS) credit. Balances under the Account Balance Formula as of December 31, 2009 will continue to accrue interest credits as provided in the Pension Plan until pension benefits are distributed to each participant following termination.

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

RETIREE BENEFITS

Section 8.6 The Company shall provide health care benefits to IBEW retirees who retired on or before May 8, 2009 ("Qualified IBEW Retirees") and their qualified dependents under the Dex Media, Inc. Group Benefit Plan for Bargained-For Employees (the "Plan"), subject to the minimum eligibility criteria stated in the Plan as currently in effect. Such health care benefits will be provided until the earliest of (a) the date the retiree or spouse individually reach Medicare eligibility; (b) such time the participant is no longer eligible as defined in the Plan; or (c) December 31, 2011:

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

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

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

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

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

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

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

(4) No retiree health benefits will be available to IBEW employees who retire after May 8, 2009. No retiree health benefits will be available to any IBEW employee or retiree, including Grandfathered retirees, after December 31, 2011.

(5) Retiree life insurance coverage for Qualified IBEW Retirees will terminate on December 31, 2009. Retiree life insurance coverage will not be available to IBEW employees who retire after May 8, 2009.

EDUCATIONAL ASSISTANCE PROGRAM

Section 8.7 The Educational Assistance Program will provide as follows:

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

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

ARTICLE 9 UNION SPECIFICS

AGENCY SHOP AND COLLECTION OF DUES

Section 9.1 Where permitted by law, each bargaining unit member is obligated to tender to the Union amounts equal to periodic dues from the effective date of this Agreement until the termination of this Agreement. Employees entering into the bargaining unit after the effective date shall have thirty (30) days to tender to the Union amounts equal to periodic dues until the termination of this Agreement. The condition of employment specified above shall not apply during periods of formal separation.

The Company agrees upon receipt of an acceptable Union dues deduction authorization card signed by an employee to deduct the amount of Union dues (excluding initiation fees, fines and special assignments) certified to the Company by the Union.

Deductions shall continue until written cancellation is provided to the Company.

Deductions will be made by the Company in such a manner as is most convenient to the established payroll system and pay to the Union the amount of these deductions once per month.

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

ABSENCE FOR UNION BUSINESS

Section 9.2 Upon a written notice from the Union, authorized Union representatives shall be allowed an unpaid leave of absence, when said absence for Union activities exceeds or is to exceed thirty (30) consecutive calendar days. Each leave of absence shall not exceed one (1) year without a written notice from the Union requesting an extension of said leave of absence. The total of all such leaves and extensions granted an employee shall not exceed eighteen (18) years during his or her employment with the Company. If an opening exists, the Company will return the employee from the leave to the same position, or a position of like status and pay.

The Company and Union agree that the calculation of Term of Employment for benefits under the Dex Media, Inc Pension Plan and Dex Media, Inc. Short-Term Disability Benefits Plan for Occupational Employees shall include all time an employee is on leave of absence for Union activities. Leave of absence time shall not be credited to Term of Employment calculations for purposes of wage progression.

An employee of the Company will not be on excused absence or leave of absence to serve as the Business Manager/Financial Secretary of the Union.

UNION ACTIVITY ON COMPANY PREMISES

Section 9.3 Employees who are authorized local Union representatives or Union members may conduct lawful Union activities on Company premises only during nonworking time in nonworking areas and in a manner which will not interfere with the operation of the business or the rights of individual employees.

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

Authorized representatives of the Union may attend Union-Management meetings for the purpose of collective bargaining and discussing grievances presented to the Union by employees covered by this contract when such meetings have been suitably arranged for in advance.

The Company will introduce new employees to the designated local Union Representative within the first thirty (30) days of employment.

MEETINGS BETWEEN UNION AND MANAGEMENT REPRESENTATIVES

Section 9.4 Procedures - The Union shall keep the Company currently informed in writing of the names of the Union representatives who are authorized to represent the Union in meetings with Company representatives.

Authorized representatives of the Union who are employees who are also covered by this Contract, and aggrieved employees who are also covered by this Contract, shall suffer no loss of pay when attending meetings with Company representatives when

such meetings pertain to matters relating to employees covered by this Contract, subject to the following conditions:

The time paid for shall be limited to salary only for actual meeting time, plus necessary time, if any, spent during working hours in traveling between the employee's work location and the Union/Management meeting when such meeting is held within the city in which he or she then is working.

At the request of the Union, the Company agrees to continue to pay to any employee who is excused or granted a leave of absence under the provisions of this paragraph the employee's average earnings during any period of absence from his or her job for such purpose of one-half (1/2) day or more subject to the Union's approval and agreement to reimburse the Company the full amount paid to or on behalf of such employee for any such period. Such approval must be obtained from the Business Manager/Financial Secretary of Local 1269 or the designate. The payments to or on behalf of any such employee hereunder shall be made on regular paydays after receiving Union approval. The amounts so paid shall be billed by the Company to the Union together with the actual cost of such billing, and the Union agrees to pay promptly to the Company the amount for which it is billed.

The Company reserves the right to limit the number of employees who shall be paid while attending Union/Management meetings.

UNION REPRESENTATION

Section 9.5 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) is to be announced, a Union representative must be present if the employee so requests.

An employee may, upon reasonable notice, inspect records contained in the employee's personnel file. For purposes of this Article, personnel file is defined as those records normally in the custody of the employee's supervisor retained at the work location.

BULLETIN BOARDS ON COMPANY PREMISES

Section 9.6 The Company agrees to provide and install Union bulletin boards at each work location. These bulletin boards are to be used for providing employees with Union announcements and notices. In keeping with responsible Union/Management relations, locations for bulletin boards will be mutually agreed on and only materials in good taste.

ARTICLE 10 COMMITTEES

COMMON INTEREST FORUM

Section 10.1 The Company and Union will make provisions for a common interest forum to facilitate discussion regarding business developments of mutual interest and concern. Union and Company representatives will make up the forum. Meetings will be held no less than quarterly at mutually agreeable places and times. The purpose of the forum is to support the collective bargaining process and other joint Union-Company concerns. The forum may appoint other committees as needed to work on special issues.

**ARTICLE 11
SIGNATURES**

In witness whereof, the Union and the Company have caused this contract to be signed
this ____ day of _____, 2009

Bruce Anderson
Director Labor Relations

Peter A. Pusateri
Business Manager-Financial Secretary,
IBEW Local 1269

Robert Bickmire
AVP Sales Operations

Casey M. Lewis
President, Assistant Business Manager
IBEW Local 1269

Karen L. Gowdy
Business Representative
IBEW Local 1269

May __, 2009

Peter Pusateri
Business Manager-Financial Secretary, Local 1269
International Brotherhood of Electrical Workers
870 Market Street, Room 479
San Francisco, California 94102

Subject: Common Interest Forums

Dear Peter:

During 2006 contract negotiations, you questioned our management rights clause. As you know, the Company needs to retain all management rights to be competitive. It is management's responsibility to manage the business, and ultimately, the Company must make the final decision on all matters not specifically addressed in this Agreement.

At the same time, the Company re-affirms its commitment to the Union, in Article 1 and Article 10 of the Agreement, to discuss issues of mutual concern with Union designated representatives. Subject to the terms of the entire Agreement, the Company continues to recognize that the Union/Employee(s) have the right to grieve and arbitrate the impact of the Company's final decision.

Specifically, we will agree to hold quarterly Common Interest Forums to discuss Company-wide concerns such as market assignment guidelines, performance evaluation systems, product quality, Company new products, and re-systemization. For effectiveness purposes, participation would be limited to a committee size of no more than eight to ten (8-10) combined Union designated and Company representatives.

As in the past, we believe it is important to establish an atmosphere to facilitate discussion regarding items of mutual interest and concern.

This letter will expire with our current contract or if it is superseded by another agreement.

Sincerely,

Concur

Bruce Anderson
Director Labor Relations

Peter Pusateri
Business Manager-Financial Secretary,
Local 1269

May , 2009

Peter Pusateri
Business Manager-Financial Secretary, Local 1269
International Brotherhood of Electrical Workers
870 Market Street, Room 479
San Francisco, California 94102

Re: Sales Cycle Draw Plan Discontinuation

Dear Peter:

This will set forth the process for discontinuing the Sales Cycle Draw Plan.

Effective with each sales draw cycle in a particular office beginning on or after July 5, 2009 the sales cycle draw plan will be discontinued. For those employees currently participating in the plan, participation will continue until the sales draw cycle currently in place ends. At the conclusion of the sales draw cycle, "True ups" (computations of commissions processed, charge backs, etc.) will occur. In accordance with the Sales Cycle Draw Plan previously signed, Employees must repay any overpayments to the Company. The amount to be debited in any one pay period will not exceed fifty percent (50%) of earned commissions

Sincerely,

Concur

Bruce Anderson
Director Labor Relations

Peter Pusateri
Business Manager-Financial Secretary,
Local 1269

May __, 2009

Peter Pusateri
Business Manager-Financial Secretary, Local 1269
International Brotherhood of Electrical Workers
870 Market Street, Room 479
San Francisco, California 94102

Subject: Prospector Channel

Dear Peter:

In March of 1999 the union and Company agreed to the use of an external sales channel to target non-print customers in the Account Representative market. The results from the external sales channel proved to be less than expected and so the Company plans to contact most of this market through a dedicated internal channel. The new channel will be called the internal Prospector Channel. One location will be established in Denver to cover the IBEW territory. To better serve these customers the Prospector channel will have both outbound and inbound capabilities.

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

MARKET

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

COMPENSATION

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

Step	Weekly Salary
1	\$645.00
2	\$670.50
3	\$697.00
4	\$724.50
5	\$754.00

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

A performance bonus will be paid every pay period. The performance bonus will be calculated based on the total net revenue sold during the bonus period multiplied by .30.

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

Sales people in the Prospector channel who achieve the revenue target of \$17,000.00 for the year will also be eligible for an annual quota bonus. The quota bonus will be calculated based on the total revenue sold during the bonus period multiplied by twenty cents (\$.20). The revenue target for sales people new to the channel will be prorated as follows:

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

This agreement will expire with our current contract on May 4, 2012 or when it is superseded by a new agreement, which ever is sooner. However, the Company may, at its discretion, end the trial at any time. The company will periodically provide the Union with updates on the trial.

Sincerely,

Concur

Bruce Anderson
Director Labor Relations

Peter Pusateri
Business Manager-Financial Secretary,
Local 1269

May __, 2009

Peter Pusateri
Business Manager-Financial Secretary, Local 1269
International Brotherhood of Electrical Workers
870 Market Street, Room 479
San Francisco, California 94102

Subject: Market Assignment Criteria

Dear Peter:

This is to confirm our understanding that the Dex Media Market Assignment Policy identifies procedures that are to be reviewed and discussed with the Union under Section 4.2 of the Collective Bargaining Agreement. The Company will give reasonable advance notice in writing to the Business Manager IBEW 1269. The Company will abide by the published Market Assignment Policy.

It is also the understanding that this policy may be updated on a periodic basis based on the needs of the business and any such changes or updates will be discussed between the Company and the Union. Pursuant to this understanding the Company and the Union will form an appropriate committee to discuss the Market Assignment Policy. The committee for the Union will consist of the Business Manager and his/her designee's. The committee for the Company will be represented by the Director Labor Relations and his/her designee's.

It is also agreed that no aspect of these discussions shall supersede or alter any provision of the contract.

This letter will expire with our current contract or if it is superseded by another agreement.

Sincerely,

Concur

Bruce Anderson
Director Labor Relations

Peter Pusateri
Business Manager-Financial Secretary,
Local 1269

May , 2009

Peter Pusateri
Business Manager-Financial Secretary, Local 1269
International Brotherhood of Electrical Workers
870 Market Street, Room 479
San Francisco, California 94102

Subject: Sales Channel Transition Plan

Dear Peter:

Effective the first pay period following ratification, the basic annual salary for all Directory Advertising Consultants–Premise, (all three levels) will be increased to \$23,900.00 and the basic annual salary for all Directory Advertising Consultants–Telephone (both levels) will be increased to \$19,900.00.

The new compensation plan will be effective beginning with each respective canvass related to market throws on or after July 5, 2009 for directories published or digital advertising fulfilled in the 2010 publishing cycle. Prior to such time, the employees in each respective office will be paid under the compensation plan set forth in the 2006-2009 collective bargaining agreement.

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

Thereafter, future sales channel level job openings will be posted and filled as provided in Section 7.1.

Prior to each market throw occurring after July 5, 2009 for each 2010 directorate market, the Business Manager, Financial Secretary, Local 1269 and/or his designees, the Director of Labor Relations and the Assistant Vice President of Sales Operations and/or their designees will meet to discuss modifications to the Market Assignment Policy (in accordance with section 4.2) based upon the new compensation plan, including details of its implementation.

Transition topics to be discussed include, but are not limited to:

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

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

Sincerely,

Concur

Bruce Anderson
Director Labor Relations

Peter Pusateri
Business Manager-Financial Secretary,
Local 1269