

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

AND

DEX ONE SERVICE, INC.

**EFFECTIVE June 12, 2015
THROUGH May 11, 2018**

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PREAMBLE

This Agreement is executed on June 12, 2015 by and between Dex One Service, 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 together with the Letters of Agreement appended hereto between the International Brotherhood of Electrical Workers, AFL-CIO, Local 1269, hereinafter referred to as the "Union" and Dex One Service, 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.

Except as expressly provided otherwise in this agreement, 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 Union designee IBEW 1269 or his/her authorized representative as to any changes affecting IBEW members. The Company will discuss the changes with the Union designee IBEW 1269 or his/her authorized representative. The Company will consider input from the Union. If the Company and the Union do not review the changes within thirty (30) calendar days after the Company gives notice to the Union designee IBEW 1269 or his/her authorized representative, the Company may proceed with implementation and the Company's decision on any changes and implementation shall be final. The Company decision and implementation shall not be subject to Union approval or arbitration.

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 the Company not currently being performed by members of the bargaining unit.

The Company agrees for the term of this Agreement that it will not directly outsource the servicing of then existing customers/accounts that thereby directly results in the layoff of existing Premise Marketing Consultants and replace with third party employees. Such agreement does not include layoffs for any other reason, including layoffs caused by reductions in revenues, losses or reductions of customers or changes in channel cuts pursuant to the Company's market Assignment Guidelines. Nor does it include layoffs of existing Premise Marketing Consultants that the Union may contend are an indirect effect of the use of third parties to supplement the Company's sales efforts. Telephone Marketing Consultant work will not be offshored. Except as expressly provided above, the parties agree that during the life of this contract conditions may warrant the use of vendors, third party sources and/or outsourcing options for the sale of products. The Company agrees to give the Union ten (10) working days advance notice of the proposed decision. Upon request, the Company will meet with the Union to discuss the details and consider the Union's input, including discussion of issues such as concurrent selling, how renewal sales will be handled, impact of overlapping sales to common customers, etc. It is further understood that markets/accounts created as a result of these efforts shall be the subject of discussion for possible future assignment to the bargaining unit. Thereafter, the Company may proceed with the use of such vendors, third party sources, and/or outsourcing options. All disputes under this paragraph shall be subject to the grievance procedure, but the Company's final decision shall not be subject to Union approval or arbitration.

In the event the Company elects to have any new or additional work assigned to the bargaining unit, the Company will give Union reasonable notice of its decision. If the Company and the Union cannot reach agreement within ten (10) working days after the Company gives notice to the Union, the Company may proceed to staff such work.

In the event the Company elects to establish any new products, which it desires to be sold by bargaining unit employees, the Company will proceed to establish such products under the terms and conditions it deems appropriate. The Company will give the Union designee IBEW 1269 or his/her authorized representative reasonable advance notice in writing of its decision to establish such 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 Union designee IBEW 1269 or his/her authorized representative, the work will be assigned in whole or in part 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 June 12, 2015 and shall remain in full force and effect until 6:00 p.m. on May 11, 2018. 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 One Service, Inc. whereby a controlling interest in Dex One Service, 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 One Service, Inc., the parties agree that such Company shall become the successor to Dex One Service, Inc., shall be bound by the terms and conditions of this Collective Bargaining Agreement between Dex One Service, 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 One Service, 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 or designee	Union designee IBEW 1269 or designated representative
3A	Director - Labor Relations or designee	Union designee 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 Companywide implications, an alternative step will be used, which is marked as 3A. Generally, grievances dealing with contract interpretations that 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 Union designee IBEW 1269 or his/her authorized representative 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 Union designee IBEW 1269 or his/her authorized representative 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. Reinstatement 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 dismissed 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 Marketing 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 shall be 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 Union designee IBEW 1269 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 (2) above, whichever is later, the Director- Labor Relations or his/her authorized representative and the Union designee IBEW 1269 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 Union designee IBEW 1269 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 Marketing Consultants ("MC"), and to implement any practices, policies or procedures regarding the assignment of accounts ("Market Assignment Guidelines"). The Company will notify the Union designee IBEW 1269 as to any changes to its Market Assignment Guidelines and Sales Crediting and Reporting. The Company will establish Market Assignment Guidelines on a fair and unbiased basis. The Company will consider input from the Union designee IBEW 1269 or his/her authorized representative. If the Company and the Union do not review the changes within ten (10) working days after the Company

gives notice to the Union designee IBEW 1269 or his/her authorized representative, the Company may proceed with implementation. The Company's decision on any changes shall be final and shall not be subject to Union approval or arbitration.

It is the Company's intent to abide by its Market Assignment Guidelines as modified from time to time. Issues regarding enforcement of the Market Assignment Guidelines and their impact shall be through the grievance and arbitration provisions of this Agreement. The parties recognize, however, that it is not possible for the Market Assignment Guidelines to address all issues and circumstances that the general nature of the Market Assignment Guidelines can involve issues of interpretation, and that strict adherence to the terms of the Market Assignment Guidelines may not be appropriate in a particular circumstance. The Company's decisions on such matters and their impact shall be entitled to deference provided they are not arbitrary.

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 virtual 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 Senior Marketing Consultant, Premise Marketing Consultant, for the use of his/her personal automobile under a Fixed and Variable Rate (FAVR) program governed by Internal Revenue Procedures.

Monthly reimbursements will be determined by the employee's residence zip code and will be based on Company standard vehicle costs. Reimbursement will be in two parts: Fixed—covering the fixed cost of ownership (e.g., depreciation and insurance) and Variable—covering the variable cost of ownership (e.g., fuel and maintenance). The variable reimbursement is based on business mileage logged/captured and reported in a timely manner. To receive the Variable reimbursement, Senior Marketing Consultant/Premise Marketing Consultant must maintain detailed mileage logs of actual business miles driven using the Runzheimer Mobile application (app), loaded on the Company provided iPad.* The Mobile app is not intended as a tracking device.

* Logs may be maintained manually and uploaded until the election of FAVR or alternative flat taxable allowance for 2016.

The Senior Marketing Consultant/Premise marketing Consultant must be compliant with IRS FAVR rules in order to receive a 100% non-taxed reimbursement.

Premise marketing consultants will receive the option of selecting the Runzheimer Plan or a flat taxable monthly allowance of \$575 per month. If fuel costs increase to exceed \$5.50 per gallon and the price is sustained for more than 30 calendar days, then the Company will allow premise marketing consultants who had elected the flat allowance an opportunity for a one-time option to the FAVR plan. No other change will be contemplated until the annual election period.

TAXABLE STIPEND FOR MISCELLANEOUS EXPENSES

Section 4.6 Senior and Premise Marketing Consultants will receive a taxable stipend of one hundred dollars (\$100.00) per bi-weekly payroll period to offset miscellaneous expenses, such as, mobile phone, data package, and office supplies. In order to be eligible for the stipend under this section, the employee must be on the active payroll.

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.

HOME OFFICE EMPLOYEES RETAIN PRIVACY RIGHTS

Section 4.A2 The Company's right to inspect the Virtual Workspace of a Marketing Consultant assigned to work from his/her personal residence shall be limited to the inspection of software and equipment provided by the Company. Company access to

personal property of Marketing Consultants, including their homes, shall be by mutual consent only, and not a condition of employment.

RETURN OF COMPANY PROPERTY

Section 4.A3 Upon termination of employment, employees assigned to work from his/her personal residence shall return to the Company all Company property per the following procedure. Unless alternative arrangements are made by mutual agreement, the employee's supervisor will retrieve the property from mutually agreed time and location. The employee will not be responsible for the expense associated with the return of Company property.

Designated Work Location

Section 4.A4 Each employee, including those assigned to work from Virtual Offices, shall have a Designated Work Location, as defined in Appendix A. Employees will be assigned accounts within the market area of their Designated Work Location. For purposes of an "assist," exceptions to this assignment will require the approval of the Assistant Vice President of Sales.

REIMBURSEMENT FOR PERSONAL RESIDENCE OFFICE

Section 4.A5 Virtual Marketing Consultants 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 Marketing 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.

ARTICLE 5 COMPENSATION

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

SALARY

Section 5.0 Earnings for all commissioned sales representatives shall include base wages paid bi-weekly, commissions, bonuses, paid time off, overtime pay and contest incentives.

Section 5.1 Marketing Consultants in the Premise Channel: Sr. Marketing Consultant (SMC) and Premise Marketing Consultant (PMC) and the Telephone Channel: Sr. Telephone Marketing Consultants (STMC), Telephone Marketing Consultant (TMC), Telephone Marketing Consultant – Win Back (TMC-WB), Telephone

Marketing Consultant (TMC) and Telephone Sales Associate (TSA) shall be compensated as follows:

Basic annual salary shall be paid according to the following:

<u>Job Title</u>	<u>Salary</u>
Senior Marketing Consultant - (SMC)	\$42,500
Premise Marketing Consultant - (PMC)	\$38,000
Sr. Telephone Marketing Consultant – (STMC)	\$35,000
Telephone Marketing Consultant - Win Back (TMC-WB)	\$34,000
Telephone Marketing Consultant – (TMC)	\$32,000
Telephone Sales Associate – (TSA)	\$30,000*

*Except for TSA's, whose base wages have been "Red Circled" at the base wage of no less than \$37,000 per year for the life of the agreement.

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

DEFINITIONS

Present Issue (PI)

PI 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).

Next Issue (NI)

NI 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).

Compensation Cycle

For compensation purposes only, a compensation cycle will be used to calculate recurring and new commissions, new sales conversion premium incentive rate and quarterly bonus payouts. The compensation cycle is defined to include all advertising that publishes/fulfills for each customer within that cycle.

Total Targeted Compensation

	<u>Total Targeted Compensation</u>
Senior Marketing Consultant - (SMC)	\$135,000
Premise Marketing Consultant - (PMC)	\$ 90,000
Sr. Telephone Marketing Consultant – (STMC)	\$ 70,000
Telephone Marketing Consultant – Win-Back (TMC-WB)	\$ 62,000
Telephone Marketing Consultant – (TMC)	\$ 60,000
Telephone Sales Associate – (TSA)	\$ 55,000

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

COMMISSIONS

Section 5.2 The appropriate sales commission rate for all advertising resold, or increased by Marketing Consultants for all products are shown in the Commission Rates Table #1 (A-E). 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 Sales Commission Rates Table #2 (A-D).

Commissions will be calculated as total contract value multiplied by the appropriate commission rate as shown in Tables #1 & #2. In the event the Company extends a print directory cycle, commissions will be limited to a print 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 Area Vice President.

When an existing directory or directories are rescoped or discontinued and these marketplace adjustments change the primary coverage area for the customer, Present

Issue (PI) 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 or equal to the rates of the replacement or rescoped directory, there will be no adjustment to existing Present Issue (PI).
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 PI, the PI will be adjusted to equal Next Issue (NI).
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 or fulfilled.
- Errors within the realm of the salesperson's responsibility.
- If the National sales channel supersedes local sales advertising prior to the National Yellow Pages (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.

Reassigned accounts shall not be used in the calculation of the quarterly bonus. It is the intent of the parties that initial market assignment is the basis of targeted earnings.

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.

RECURRING REVENUE RATE BANDS

The applicable recurring revenue rate band for each specific premise sales channel (SMC, PMC) in each designated virtual location, and or each specific telephone channel (STMC, TMC, TMC-WB, TSA) will be determined annually by the Sales Planning and Operations department. This calculation and rate band assignment will take place as close as practicable to the start of the first sales canvass aligned to the new compensation cycle each year. These rate bands will be used to determine appropriate total contract value (TCV) commission rates to be applied for recurring advertising to be published or fulfilled in that compensation cycle year. As the new revenue rate bands are being determined, they will be reviewed and discussed with the Union within five (5) business days of notice, and then finalized.

Section 5.2 TABLE #1 (A-C) COMMISSION RATE TABLE

Senior Marketing Consultant (SMC) Table #1A

TCV Rates - Recurring Commission					
Rate Band	1	2	3	4	5
Assignment Ranges					
Commission Rates	>= \$375K	\$325K - \$375K	\$275K - \$325K	\$225K - \$275K	< \$225K
0 - 74.99%	0.008	0.009	0.010	0.012	0.015
75% - 99.99%	0.010	0.011	0.013	0.016	0.020
100% - 104.99%	0.012	0.014	0.016	0.019	0.024
105% - 114.99%	0.015	0.017	0.020	0.024	0.030
115% - 124.99%	0.020	0.022	0.026	0.031	0.039
125% - 149.99%	0.024	0.027	0.032	0.038	0.048
> 150%	0.029	0.033	0.038	0.046	0.057

Premise Marketing Consultant (PMC) Table #1B

TCV Rates - Recurring Commission					
Rate Band	1	2	3	4	5
Assignment Ranges					
Commission Rates	>= \$90K	\$80K - \$90K	\$70K - \$80K	\$60K - \$70K	< \$60K
0 - 74.99%	0.018	0.020	0.023	0.027	0.031
75% - 99.99%	0.020	0.022	0.025	0.029	0.034
100% - 104.99%	0.028	0.031	0.035	0.040	0.048
105% - 114.99%	0.031	0.034	0.039	0.045	0.053
115% - 124.99%	0.035	0.039	0.044	0.051	0.060
125% - 149.99%	0.039	0.044	0.050	0.058	0.068
> 150%	0.045	0.050	0.057	0.066	0.078

**Senior Telephone Marketing Consultant (STMC) & Telephone Marketing Consultant (TMC)
Table #1C**

Performance Levels (NI/PI)	Commission Rates
0% - 74.99%	0.021
75% - 99.99%	0.022
100% - 104.99%	0.024
105% - 114.99%	0.027
115% - 124.99%	0.031
125% - 149.99%	0.036
>= 150%	0.042

**Telephone Marketing Consultant – Win Back (TMC - WB)
Table #1D**

Performance Levels (NI/PI)	Commission Rates
0% - 74.99%	0.068
75% - 99.99%	0.070
100% - 104.99%	0.076
105% - 114.99%	0.083
115% - 124.99%	0.091
125% - 149.99%	0.101
>= 150%	0.114

**Telephone Sales Associate (TSA)
Table #1E**

Performance Levels (NI/PI)	Commission Rates
0% - 74.99%	0.000
75% - 99.99%	0.000
100% - 104.99%	0.000
105% - 114.99%	0.020
115% - 124.99%	0.035
125% - 149.99%	0.050
>= 150%	0.070

NEW SALES REVENUE RATE BANDS

The applicable new sales rate band, for each specific premise sales channel (SMC, PMC,) in each designated virtual location and for each specific telephone channel (STMC, TMC, TMC-WB, TSA) will be determined annually by the Sales Planning and Operations department. This calculation will take place as close as practicable to the start of the first sales canvass aligned to the new compensation cycle each year. These rate bands will be used to determine appropriate total contract value (TCV) commission rates to be applied for new sales advertising to be published or fulfilled in that compensation cycle year. As the new revenue rate bands are being determined, they will be reviewed and discussed with the Union within five (5) business days of notice, and then finalized.

NEW SALES CONVERSION PREMIUM INCENTIVE RATE

New Sales commission rates would increase upon an individual exceeding established dollar levels as shown in Tables # 2A - D.

All New Sales dollars sold during each Compensation Cycle will be counted on an ongoing basis. Once each Level is exceeded, the new commission rate would be used to recalculate new sales commissions for all previously sold new sales. Any additional new sales dollars sold from that point up to the next dollar level would also be paid at the recalculated commission rate.

Senior Marketing Consultant and Premise Marketing Consultant New Sales Incentive Rate Band Table (#2 A & B)

Table #2A

Rate Band	1	2	3	4	5
Annual New Sales Levels					
Level 1	<=\$35,988	<=\$32,388	<=\$28,788	<=\$25,188	<=\$21,588
Level 2	\$35,989 - \$59,988	\$32,389 - \$53,988	\$28,789 - \$47,988	\$25,189 - \$41,988	\$21,589 - \$35,988
Level 3	\$59,988 - \$83,988	\$53,989 - \$75,588	\$47,989 - \$67,188	\$41,989 - \$58,788	\$35,989 - \$50,388
Level 4	\$83,989 - \$119,988	\$75,589 - \$107,988	\$67,189 - \$95,988	\$58,789 - \$83,988	\$50,389 - \$71,988
Level 5	\$119,989 - \$137,988	\$107,989 - \$124,188	\$95,989 - \$110,388	\$83,989 - \$96,588	\$71,989 - \$82,788
Level 6	\$137,989 - \$155,988	\$124,189 - \$140,388	\$110,389 - \$124,788	\$96,589 - \$109,188	\$82,789 - \$93,588
Level 7	>=\$155,989	>=\$140,389	>=\$124,789	>=\$109,189	>=\$93,589

Table #2B

Rate Band	1	2	3	4	5
Commission Rates					
Level 1	0.100	0.111	0.125	0.143	0.167
Level 2	0.117	0.130	0.146	0.167	0.194
Level 3	0.133	0.148	0.167	0.190	0.222
Level 4	0.150	0.167	0.188	0.214	0.250
Level 5	0.167	0.185	0.208	0.238	0.278
Level 6	0.183	0.204	0.229	0.262	0.306
Level 7	0.200	0.222	0.250	0.286	0.333

**Senior Telephone Marketing Consultant, Telephone Marketing Consultant,
Telephone Marketing Consultant – Win Back, Telephone Sales Associate New
Sales Incentive Rate Band Table (#2 C & D)**

Table #2C

Rate Band	Annual New Sales Levels
Level 1	<=\$20,988
Level 2	\$20,989 - \$35,088
Level 3	\$35,089 - \$49,188
Level 4	\$49,189 - \$70,188
Level 5	\$70,189 - \$80,688
Level 6	\$80,689 - \$91,188
Level 7	>=\$91,189

Table #2D

Rate Band	Commission Rates
Level 1	0.125
Level 2	0.146
Level 3	0.167
Level 4	0.188
Level 5	0.208
Level 6	0.229
Level 7	0.250

QUARTERLY BONUS

Section 5.3 A Quarterly Bonus will be paid at the conclusion of each compensation quarter. Bonus calculations will be figured using sales results from only those accounts that were part of a Marketing Consultant's initial market throw. Sales results from accounts received as part of any reassignment of accounts will not be used in any bonus calculation. The bonus will be based upon the results of advertising sold into directories whose extract date falls within that compensation quarter and digital sales that fulfill in that compensation quarter. (First quarter directories that extract in January, February, and March; second quarter directories that extract in April, May and June, etc.)

The targeted performance standard is defined as NI equals PI. Performance at this level will result in a targeted performance standard payout calculated as shown in Table 3A, which will align with the total PI (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 NI 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 #3C and D. Bonus payouts for levels of performance between amounts shown in Table #3C and D 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 NI results for a quarter. For Premise there will be a minimum threshold of eighty-five percent (85%) of NI divided by PI; results exceeding eighty-five percent (85%) will qualify for a quarterly bonus. For Telephone the minimum threshold will be ninety percent (90%) of NI divided by PI, results exceeding ninety percent (90%) will qualify for a quarterly bonus. Maximum bonus payout in any one quarter will not exceed three hundred percent (300%) of the targeted bonus performance payout.

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

**Premise
Table #3A**

PREMISE		Quarterly Bonus Opportunity (% of PI)				
Rate Bands		1	2	3	4	5
Senior Marketing Consultant	SMC	3.80%	4.30%	5.00%	6.00%	7.50%
Premise Marketing Consultant	PMC	10.50%	11.80%	13.30%	15.40%	18.20%

**Telephone
Table #3B**

TELEPHONE		Quarterly Bonus Opportunity (% of PI)
Senior Telephone Marketing Consultant	STMC	14.50%
Telephone Marketing Consultant	TMC	14.50%
Telephone Marketing Consultant - Win Back	TMC-WB	17.70%
Telephone Sales Associate	TSA	7.00%

**TABLE #3 C
BONUS PAYOUT SCALE**

NI / PI Results	Quarterly Bonus Payout Scale				
	SMC	PMC	STMC	TMC	TSA
85%	0.00%	0.00%			
90%	20.00%	20.00%	0.00%	0.00%	0.00%
95%	50.00%	50.00%	20.00%	20.00%	20.00%
100%	100.00%	100.00%	100.00%	100.00%	100.00%
105%	125.00%	125.00%	125.00%	125.00%	125.00%
110%	150.00%	150.00%	150.00%	150.00%	150.00%
115%	200.00%	200.00%	200.00%	200.00%	200.00%
120%	250.00%	250.00%	250.00%	250.00%	250.00%
125%	300.00%	300.00%	300.00%	300.00%	300.00%

**TABLE #3 D
BONUS PAYOUT SCALE**

	Quarterly Bonus Payout Scale
% to Target	TMC - WB
90%	0.00%
95%	20.00%
100%	100.00%
105%	125.00%
110%	150.00%
115%	200.00%
120%	250.00%
125%	300.00%

OVERTIME FOR TELEPHONE MARKETING CONSULTANTS

Section 5.4 The telephone channel, as defined as Sr. Telephone Marketing (STMC), Telephone Marketing Consultant – Win Back (TMC-WB), Telephone Marketing Consultant (TMC) and Telephone Sales Associate (TSA), will be paid overtime at a rate of time and one-half (1 and 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 employee'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, new sales conversion premium incentive rate 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, short-term disability benefits pay and time, and overtime pay are excluded.

If an individual has been assigned to a telephone Marketing Consultant 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 employees assigned to the telephone channel, this overtime premium will be discontinued.

There shall be no overtime paid to Premise Marketing.

TRANSITION PAY

PREMISE AND TELEPHONE MARKETING CONSULTANTS

Section 5.5a Employees who are newly assigned to the 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 telephone channel. The weekly transition salary will be extended to cover, if applicable, a period of initial training. For Marketing Consultants in the 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 and one-half (1 and 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.

Sales compensation for the transition period will be calculated based on the basic weekly wage, commissions, new sales conversion premium incentive rate and quarterly bonus listed within this Article 5 on compensation. 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. Where applicable, this will include an appropriate adjustment to overtime pay if any overtime hours were worked during the transition period.

Section 5.5b The transition pay for a Senior and/or Premise Marketing Consultant is intended only for those employees that are new to a commissioned sales position. Employees who are newly assigned to the Senior and/or Premise Marketing Consultant 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 Senior and/or Premise Marketing Consultant position. The weekly transition salary will be extended to cover, if applicable, a period of initial training. For purposes of calculating Senior and/or Premise Marketing Consultant sales compensation for each transition pay period, sales compensation will be calculated based on the basic weekly wage, commissions, new sales conversion premium incentive rate 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.

Section 5.5(c) At the end of the transition pay periods described above in 5.5(a), and (b), the salary will be adjusted to the basic weekly salary listed under Compensation Section 5.1.

PAY FOR TEMPORARY WORK ASSIGNMENTS

Section 5.6 Marketing Consultants who are assigned to work markets outside their normal designated location shall be paid those rates which apply to the designated location to which they are re-assigned.

If a Telephone Marketing Consultant--Win Back or a Telephone Sales Associate 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, new sales conversion premium incentive rate 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 (Marketing 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)

Section 6.1 Time Off with Pay shall be comprised of separate allotments of: observed Holidays, Personal Days, Winter Closing Days, Vacation, and Illness Days.

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

6.1.1 Observed Holidays

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

6.1.1.1 Changes to the Observed Holidays will be effective January 1, 2016.

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

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

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

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

6.1.2 Personal Days

6.1.2.1 Changes to Personal Days will be effective January 1, 2016.

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

6.1.2.3 Employees are expected to provide reasonable advance notice and obtain approval from their supervisors for any requests for their selected Personal Days.

6.1.2.4 Unused Personal Days do not carry over from one calendar year to the next calendar year.

6.1.2.5 Exempt employees may take Personal Days in full days or half days. Non-Exempt employees may take Personal Days in full days, half days, or hourly increments.

6.1.2.6 Available Personal Days must be used concurrently with an approved unpaid leave of absence.

6.1.3 Winter Closing

Effective December 2015, if the Company determines to close the Business during Winter Closing (the four working days between Christmas and New Year's Day), employees will be excused with pay for this timeframe. Employees receiving disability benefit payments or who are on an unpaid leave-of-absence will not receive these paid days.

6.1.4 Vacation

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

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

6.1.4.1 Changes to Vacation Time will be effective day one of pay period one in 2016.

6.1.4.2 Vacation does not accrue for overtime hours or unpaid leave time and is not considered hours worked for the computation of overtime.

6.1.4.3. Employees are expected to provide reasonable advance notice and obtain approval from their supervisors for any requests for their selected vacation time.

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

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

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

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

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

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

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

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

6.1.5 Illness Days

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

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

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

APPROVED ABSENCES

MILITARY LEAVE

Section 6.2a The Company will comply with all applicable laws concerning military service, reinstatement thereafter and reservists' rights.

VOTING

Section 6.2b 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 6.2c 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' vacation or personal days, if available, otherwise will be unpaid 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 6.2d 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 vacation or personal days to attend to personal business, 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.

FAMILY MEDICAL LEAVE ACT

Section 6.3 The Company shall provide leaves of absence in accordance with the Family Medical Leave Act or state equivalent (collectively "FMLA") to eligible employees as set forth in Company policy, as amended by the Company from time to time. Any such leave shall run concurrently with any other leaves provided for in this agreement, to the extent applicable.

PERSONAL LEAVE OF ABSENCE

Section 6.4 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. Most health and life insurance benefits can be continued during an approved Personal Leave by the employee paying the active employee contributions. Disability and business travel accident insurance coverage terminate the day the leave begins. The applicable Plan documents for each benefit are controlling.

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:

	In Channel
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 Union designee IBEW 1269 or his/her authorized representative 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 its 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 Union designee IBEW 1269 or his/her authorized representative 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 Union designee IBEW 1269 or his/her authorized representative, 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 Guidelines 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 of five thousand dollars

(\$5,000.00). In the event the employee terminates employment (Forced Adjustment excluded) within twelve (12) months of receipt of the relocation payment, the employee will be required to repay the five thousand (\$5,000) upon exiting the business.

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 VSPP TABLE

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

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**

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

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

See Appendix B for Summary Plan Description

Section 8.1 This Article is intended to state the acceptance by Company and Union of certain agreements reached through collective bargaining between the Parties. 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, 8.6, and 8.7 below. Any increases in the level of benefits will be discussed with the Union before implementation.

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

SHORT- TERM DISABILITY BENEFITS

Section 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 Marketing Consultants, short-term disability benefits will be paid in two separate components:

- Percentage of base salary
- Percentage of average commission earnings – calculated as average commissions paid in the last twenty-six (26) pay periods (pro-rated for employees with less than one [1] year of service in a commissioned sales position).

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:

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

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 ceased 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.

SUPPLEMENTAL AND DEPENDENT LIFE INSURANCE

Section 8.6 As part of Dex Media, Inc. Group Benefit Plan for Bargained-For Employees, the Company will offer employees the opportunity to participate in the Supplemental and Dependent Life Insurance benefits program.

The Company reserves the right to change or modify these benefits, including but not limited to, the right to change insurance carriers or administrators, the benefit amount and options, 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.

EDUCATIONAL ASSISTANCE PROGRAM

Section 8.7 The Company agrees to provide educational assistance benefits to all full-time employees scheduled to work forty (40) hours per week as provided in the Company's Educational Assistance Program. The Company reserves the right to change or modify the benefits provided under the Educational Assistance Program, including but not limited to setting eligibility periods, reimbursement levels, and the approval process, provided that any changed, modified or substituted plan will be the same as offered to the employees' managers.

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 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.

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.

Electronic Bulletin Boards

Section 9.7 For Virtual employees, a link to applicable IBEW 1269 site(s) will be provided on the Company's Intranet site, currently known as "The Buzz." The location of the Union's electronic bulletin board(s) shall be determined by the Company with due regard to visibility and accessibility to employees for whom the Union is the recognized representative.

Section 9.8 Where applicable upon written request from the Union, the Company agrees to furnish, install, and move (if applicable) bulletin board(s) for the exclusive use of the Union. The size of the bulletin board(s) shall be 18" x 36" in dimension. The location of the bulletin board(s) shall be determined by the Company with due regard to visibility and accessibility to employees for whom the Union is the recognized representative.

Section 9.9 Any material posted on the designated bulletin board(s) shall bear a signature and statement that such material has been authorized for posting by an appropriate Union representative.

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. The Union and the Company will designate their respective representatives for the forum. Meetings will be held periodically, no less than annually, at mutually agreeable places and times. The forum may appoint other committees as needed to work on special issues.

Section 10.2 Recognizing that rapid changes are occurring and will continue to occur in the information business, the parties express their intent that a forum of common interest will be established in the Company for the following purposes:

Section 10.3 Providing a framework for early communications and discussion between the parties on business developments of mutual interest and concern to the parties and their constituencies;

Section 10.4 Discussing and reviewing innovative approaches to enhance the competitiveness of the Company and improve employment security;

Section 10.5 Improving understanding and relationships between the parties and avoiding unnecessary disputes by cooperatively addressing significant change and developments in the Union or Company Environment.

Section 10.6 Equal numbers of key Union and Management persons shall constitute the forum in the Company. Meetings will be convened by the parties at mutually agreeable places and times periodically, no less than annually. Otherwise, the members of the forum shall determine its composition, structure, agenda and operation.

Section 10.7 It is the intent that such forum supports the collective bargaining process, the established contractual dispute resolution procedures, and the existing joint Union–Management committee.

ARTICLE 11

SIGNATURES

In witness whereof, the Union and the Company have caused this contract to be signed this 12th day of June, 2015.

Elizabeth M. Dickson
Director—Labor Relations

Karen L. Gowdy
Business Manager-Financial Secretary,
IBEW Local 1269

Robert Bickmire
Director Sales Planning and Strategy

Stefen Guthrie
President
Assistant Business Manager
IBEW Local 1269

Marie T. Celona
Sr. Staff Consultant—Labor Relations

Harry Esquivel
Vice President
Director of Operations
IBEW Local 1269

APPENDIX A

DESIGNATED WORK LOCATIONS

Area	Location	Market Name	State
ROCKY MOUNTAIN	Ft Collins	BOULDER -YELLOW	CO
ROCKY MOUNTAIN	GREENWOOD VILLAGE	BRIGHTON -YELLOW	CO
ROCKY MOUNTAIN	GREENWOOD VILLAGE	CASTLE ROCK -YELLOW	CO
ROCKY MOUNTAIN	GREENWOOD VILLAGE	DENVER -YELLOW	CO
ROCKY MOUNTAIN	GREENWOOD VILLAGE	EVERGREEN -YELLOW	CO
ROCKY MOUNTAIN	GREENWOOD VILLAGE	IDAHO SPRINGS -YELLO	CO
ROCKY MOUNTAIN	GREENWOOD VILLAGE	LIMON-BURLINGTON -YE	CO
ROCKY MOUNTAIN	Colorado Springs	CANON CITY -YELLOW	CO
ROCKY MOUNTAIN	Colorado Springs	COLORADO SPRINGS -YE	CO
ROCKY MOUNTAIN	Colorado Springs	LA JUNTA -YELLOW	CO
ROCKY MOUNTAIN	Colorado Springs	LAMAR -YELLOW	CO
ROCKY MOUNTAIN	Colorado Springs	PUEBLO -YELLOW	CO
ROCKY MOUNTAIN	Colorado Springs	SALIDA -YELLOW	CO
ROCKY MOUNTAIN	Colorado Springs	TRINIDAD -YELLOW	CO
ROCKY MOUNTAIN	Colorado Springs	WALSENBURG -YELLOW	CO
ROCKY MOUNTAIN	Durango	DURANGO - CORTEZ -YE	CO
ROCKY MOUNTAIN	Durango	FARMINGTON -YELLOW	NM
ROCKY MOUNTAIN	Durango	GUNNISON -YELLOW	CO
ROCKY MOUNTAIN	Ft Collins	ESTES PARK -YELLOW	CO
ROCKY MOUNTAIN	Ft Collins	FORT COLLINS -YELLOW	CO
ROCKY MOUNTAIN	Ft Collins	GREELEY -YELLOW	CO
ROCKY MOUNTAIN	Ft Collins	LONGMONT -YELLOW	CO
ROCKY MOUNTAIN	Ft Collins	LOVELAND -YELLOW	CO
ROCKY MOUNTAIN	Ft Collins	NORTHEAST COLORADO -	CO
ROCKY MOUNTAIN	Grand Junction	ALAMOSA -YELLOW	CO
ROCKY MOUNTAIN	Grand Junction	ASPEN - GLENWOOD SPR	CO
ROCKY MOUNTAIN	Grand Junction	GRAND JUNCTION -YELL	CO
ROCKY MOUNTAIN	Grand Junction	MONTROSE - DELTA -YE	CO
ROCKY MOUNTAIN	Steamboat Springs	CRAIG - STEAMBOAT SP	CO
ROCKY MOUNTAIN	Steamboat Springs	Vail-Leadville-Summi	CO
ROCKY MOUNTAIN	Steamboat Springs	WINTER PARK/GRAND CO	CO
ROCKY MOUNTAIN	Billings	BIG HORN BASIN -YELL	WY
ROCKY MOUNTAIN	Billings	BILLINGS -YELLOW	MT
ROCKY MOUNTAIN	Billings	BOZEMAN -YELLOW	MT
ROCKY MOUNTAIN	Billings	CASPER -YELLOW	WY
ROCKY MOUNTAIN	Billings	EASTERN MONTANA -YEL	MT
ROCKY MOUNTAIN	Billings	GLASGOW -YELLOW	MT
ROCKY MOUNTAIN	Billings	LANDER -YELLOW	WY

Area	Location	Market Name	State
ROCKY MOUNTAIN	Billings	LEWISTOWN -YELLOW	MT
ROCKY MOUNTAIN	Billings	NORTHEASTERN WYOMING	WY
ROCKY MOUNTAIN	Boise	BAKER AND UNION COUN	OR
ROCKY MOUNTAIN	Boise	BOISE - YELLOW	ID
ROCKY MOUNTAIN	Boise	HERMISTON -YELLOW	OR
ROCKY MOUNTAIN	Boise	MOUNTAIN HOME -YELLO	ID
ROCKY MOUNTAIN	Boise	NAMPA - CALDWELL -YE	ID
ROCKY MOUNTAIN	Boise	PAYETTE -YELLOW	ID
ROCKY MOUNTAIN	Boise	PENDLETON -YELLOW	OR
ROCKY MOUNTAIN	Boise	TWIN FALLS -YELLOW	ID
ROCKY MOUNTAIN	Boise	UNION WALLOWA OR	OR
ROCKY MOUNTAIN	Ft Collins	CHEYENNE -YELLOW	WY
ROCKY MOUNTAIN	Ft Collins	LARAMIE -YELLOW	WY
ROCKY MOUNTAIN	Ft Collins	RAWLINS -YELLOW	WY
ROCKY MOUNTAIN	Ft Collins	ROCK SPRINGS -YELLOW	WY
ROCKY MOUNTAIN	Idaho Falls	BLACKFOOT -YELLOW	ID
ROCKY MOUNTAIN	Idaho Falls	IDAHO FALLS -YELLOW	ID
ROCKY MOUNTAIN	Idaho Falls	JACKSON HOLE -YELLOW	WY
ROCKY MOUNTAIN	Idaho Falls	MALAD -YELLOW	ID
ROCKY MOUNTAIN	Idaho Falls	POCATELLO -YELLOW	ID
ROCKY MOUNTAIN	Idaho Falls	SODA SPRINGS -YELLOW	ID
ROCKY MOUNTAIN	Missoula	BUTTE -YELLOW	MT
ROCKY MOUNTAIN	Missoula	GREAT FALLS-MAIN -YE	MT
ROCKY MOUNTAIN	Missoula	GREAT FALLS-VALLEY -	MT
ROCKY MOUNTAIN	Missoula	HELENA -YELLOW	MT
ROCKY MOUNTAIN	Missoula	MISSOULA -YELLOW	MT
ROCKY MOUNTAIN	CLEARFIELD	BRIGHAM CITY -YELLOW	UT
ROCKY MOUNTAIN	CLEARFIELD	CACHE VALLEY -YELLOW	UT
ROCKY MOUNTAIN	CLEARFIELD	EVANSTON - KEMMERER	WY
ROCKY MOUNTAIN	CLEARFIELD	OGDEN-NORTH DAVIS -Y	UT
ROCKY MOUNTAIN	Murray	PARK CITY - HEBER CI	UT
ROCKY MOUNTAIN	Murray	PRICE - HELPER -YELL	UT
ROCKY MOUNTAIN	Murray	PROVO -YELLOW	UT
ROCKY MOUNTAIN	Murray	SALT LAKE CITY -YELL	UT
ROCKY MOUNTAIN	Murray	SOUTH CENTRAL UTAH -	UT
ROCKY MOUNTAIN	Murray	SOUTHERN UTAH -YELLO	UT
ROCKY MOUNTAIN	Murray	TOOELE -YELLOW	UT
ROCKY MOUNTAIN	Murray	UINTAH BASIN AND SUR	UT
SOUTHWEST	Flagstaff	FLAGSTAFF -YELLOW	AZ
SOUTHWEST	Flagstaff	PRESCOTT -YELLOW	AZ
SOUTHWEST	Phoenix	EAST VALLEY -YELLOW	AZ
SOUTHWEST	Phoenix	GREATER NORTHWEST VA	AZ
SOUTHWEST	Phoenix	GREATER SOUTHWEST VA	AZ

Area	Location	Market Name	State
SOUTHWEST	Phoenix	PHOENIX -YELLOW	AZ
SOUTHWEST	Phoenix	SCOTTSDALE-PARADISE	AZ
SOUTHWEST	Phoenix	WICKENBURG -YELLOW	AZ
SOUTHWEST	Phoenix	WINSLOW -YELLOW	AZ
SOUTHWEST	Albuquerque	ALBUQUERQUE -YELLOW	NM
SOUTHWEST	Albuquerque	BELEN -YELLOW	NM
SOUTHWEST	Albuquerque	CLOVIS -YELLOW	NM
SOUTHWEST	Albuquerque	GALLUP -YELLOW	NM
SOUTHWEST	Albuquerque	LAS VEGAS -YELLOW	NM
SOUTHWEST	Albuquerque	SANTA FE -YELLOW	NM
SOUTHWEST	Albuquerque	SOCORRO -YELLOW	NM
SOUTHWEST	Albuquerque	TAOS -YELLOW	NM
SOUTHWEST	Albuquerque	TUCUMCARI -YELLOW	NM
SOUTHWEST	Las Cruces	ALAMOGORDO -YELLOW	NM
SOUTHWEST	Las Cruces	ARTESIA -YELLOW	NM
SOUTHWEST	Las Cruces	LAS CRUCES -YELLOW	NM
SOUTHWEST	Las Cruces	ROSWELL -YELLOW	NM
SOUTHWEST	Las Cruces	SILVER CITY -YELLOW	NM
SOUTHWEST	Tucson	CASA GRANDE -YELLOW	AZ
SOUTHWEST	Tucson	COCHISE COUNTY -YELL	AZ
SOUTHWEST	Tucson	GLOBE -YELLOW	AZ
SOUTHWEST	Tucson	NOGALES - GREEN VALL	AZ
SOUTHWEST	Tucson	PAYSON -YELLOW	AZ
SOUTHWEST	Tucson	SAFFORD -YELLOW	AZ
SOUTHWEST	Tucson	TUCSON -YELLOW	AZ
SOUTHWEST	Tucson	YUMA -YELLOW	AZ

LETTERS OF AGREEMENT

QUALITY OF WORK LIFE AGREEMENT

June 2, 2015

Ms. Karen Gowdy
Business Manager / Financial Secretary
IBEW Union Local 1269
870 Market Street, Suite 479
San Francisco, CA 94102

Dear Ms. Gowdy:

This letter is a confirmation of our shared commitment to develop a Quality of Work Life Agreement between Dex One Service, Inc. and the IBEW, Local 1269.

Leaders from the Company and the Union will meet as soon as is practicable after the ratification of this collective bargaining agreement, with the purpose of developing a Quality of Work Life Agreement which will address the following common goals and objectives:

- Deliver exceptional service to clients by putting their needs first, being easy to do business with, delivering extraordinary sales service and driving results.
- Ensure Dex is a great place to work, where all employees are respected, challenged, grow, are accountable, and maximize earnings and job satisfaction.
- Make and support decisions that drive results and maximize the health and growth of Dex, recognizing our broad mutual interest in a strong and viable company now and in the future.
- Foster an operational relationship between the Company and the Union built on mutual respect and trust that honors roles and agreements, and allows for nimbleness and innovation.
- Create an environment where sales representatives and managers can focus on their business priorities while union and company activities and issues play out. We will not always agree, but we will operate professionally and effectively.
- Recognize that for sales representatives selling time is key, meetings must matter, and customer commitments are priority.
- Improve the overall quality of worklife for employees in areas where the Union and the Company have a common interest.

Both parties will work towards incorporating the goals and objectives contained within the Quality of Life Agreement into our operating methods.

Sincerely,

Elizabeth M. Dickson
Dex One Service, Inc. – Director of Labor Relations

Agreed: _____ Date: _____
Karen L. Gowdy
Business Manager/Financial Secretary, IBEW 1269

TRIALS

May 21, 2015

Mrs. Karen Gowdy
Business Manager /Financial Secretary
IBEW Union Local 1269
870 Market Street, Suite 479
San Francisco, CA 94102

Dear Ms. Gowdy:

This Letter of Agreement will confirm the commitment between Dex One Service, Inc. and the International Brotherhood of Electrical Workers, Local Union 1269 regarding trials during the life of this Agreement.

Either party may identify a trial opportunity and bring it to the other party for consideration. The Company and Union, at the bargaining level, will participate in the development and implementation of any such trial.

A trial that has been determined, by the parties, to leave a positive revenue growth for the Company, compensation enhancement for the employee, product enhancement, or employee satisfaction may be considered for permanent implementation.

Sincerely,

Elizabeth M. Dickson
Dex One – Director of Labor Relations

Agreed: _____ Date: _____
Karen L. Gowdy
Business Manager/Financial Secretary, IBEW 1269

494 Letter of Agreement
ALTERNATIVE WORK SCHEDULES (494 Plan)

June 12, 2015

Ms. Karen Gowdy
Business Manager / Financial Secretary
IBEW Union Local 1269
870 Market Street, Suite 479
San Francisco, CA 94102

Dear Ms. Gowdy:

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

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

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

This Letter of Agreement is effective as of the ratification, and terminates with the expiration date of this collective bargaining agreement.

Sincerely,

Elizabeth M. Dickson
Dex One – Director of Labor Relations

Agreed: _____ Date: _____

Karen L. Gowdy
Business Manager/Financial Secretary, IBEW 1269

Initial Market Throw – Union Review

June 12, 2015

Ms. Karen Gowdy
Business Manager / Financial Secretary
IBEW Union Local 1269
870 Market Street, Suite 479
San Francisco, CA 94102

Dear Ms. Gowdy:

This is to confirm our understanding that the company will provide the Union the opportunity to review initial market throw results prior to data base update (releasing) the assignment. The intention is to review sales rosters, accuracy, & to confirm account continuity guidelines have been followed.

Communications will occur via an e mail sent to the Business Manager / Financial Secretary IBEW 1269 or his/her designee. The communication will contain sales rosters, market throw summary information and account level detail. The Company will provide the union 72 hours (3 days) to review the assignment information and to notify the company of any inaccuracies.

This Letter of Agreement is effective as of ratification, and terminates in accordance with the contract expiration date of the collective bargaining agreement.

Sincerely,

Elizabeth M. Dickson
Dex-One – Director of Labor Relations

Agreed: _____ Date: _____

Karen L. Gowdy
Business Manager / Financial Secretary, IBEW 1269

Market Assignment

June 12, 2015

Ms. Karen Gowdy
Business Manager / Financial Secretary
IBEW Union Local 1269
870 Market Street, Suite 479
San Francisco, CA 94102

Dear Ms. Gowdy:

This is to confirm our understanding that the company recognizes that Market Assignment Guidelines are procedures to be reviewed with the union. It is the Company's intent to abide by its Market Assignment Guidelines as modified from time to time.

It is also the understanding that these guidelines will be updated on a periodic basis based on the needs of the business and changes will be discussed between the Company and the Union (section 4.2 of the CBA)

This Letter of Agreement is effective as of ratification, and terminates in accordance with the contract expiration date of the collective bargaining agreement.

Sincerely,

Elizabeth M. Dickson
Dex-One – Director of Labor Relations

Agreed: _____ Date: _____

Karen L. Gowdy
Business Manager / Financial Secretary, IBEW 1269

RATIFICATION BONUS AGREEMENT

June 12, 2015

Ms. Karen L. Gowdy
Business Manager /Financial Secretary
IBEW Union Local 1269
870 Market Street, Suite 479
San Francisco, CA 94102

Dear Ms. Gowdy:

Provided the Collective Bargaining Agreement is ratified by the IBEW 1269 bargaining unit on or before July 17, 2015, the Company shall pay a lump sum ratification bonus of \$500 to each bargaining unit employee who is actively employed on that payroll date. Payment will occur no later than the second payroll date following notice of such ratification.

Sincerely,
Elizabeth M. Dickson

Director—Labor Relations

AGREED _____ DATE: _____
Karen L. Gowdy
Business Manager/Financial Secretary, IBEW 1269

Market Self Select

June 12, 2015

Ms. Karen L. Gowdy
Business Manager /Financial Secretary
IBEW Union Local 1269
870 Market Street, Suite 479
San Francisco, CA 94102

Dear Ms. Gowdy:

This is to confirm the understanding between the Company and the Union regarding the self selection of market by Marketing Consultants. The parties agree that the intent of this letter will be added to the Market Assignment Guidelines no later than 60 days after ratification of the collective bargaining agreement.

Marketing Consultants will have the option to select up to 25% of the accounts assigned to them from the previous year's initial market throw for each sales canvass. These accounts will be returned to them in the current market throw for the purpose of follow yourself.

Sincerely,
Elizabeth M. Dickson

Director—Labor Relations

AGREED _____ DATE: _____
Karen L. Gowdy
Business Manager/Financial Secretary, IBEW 1269

Letter of Agreement
Sales Incentive Changes

June 12, 2015

Ms. Karen Gowdy
Business Manager / Financial Secretary
IBEW Union Local 1269
870 Market Street, Suite 479
San Francisco, CA 94102

Dear Ms. Gowdy:

In connection with the Sales Incentive Plan, or any other plan implemented hereunder, Management will establish the objectives and commission rates for every sales representative, taking into account such factors as growth objectives, market conditions, product factors, job title and account assignment.

Dex Media reserves the limited right to change the Sales Incentive Plan design (which excludes base pay) no more than twice during this Agreement. Once a change has been implemented, no further change may be implemented for one year following implementation. The Company will provide notice to the Union with respect to any proposed changes and an opportunity to bargain for up to thirty (30) days prior to any changes taking effect. It is not the intent of the Company to diminish incentive earnings potential with any future changes to plan design, but rather to invest sales compensation dollars wisely to ensure Dex Media's revenue and strategic goals are met in an increasingly competitive environment. Nevertheless, during the term of this Agreement, the Company may implement up to two changes in incentive plan design that result in a "diminution of earnings potential" as defined below, provided no single change, nor in the event of two changes, no combined changes, may result in a significant diminution of earnings potential" as defined below.

If, between six and nine months (at least two full plan quarters) after the unilateral implementation of a change in the incentive plan design (that is, after a reasonable stabilizing period), the Union identifies that the change has resulted in either a single significant diminution of incentive earnings potential, or a combined significant diminution of earnings potential, then the Union may grieve the plan pursuant to the grievance and arbitration procedure contained in this Agreement.

A diminution in earnings potential is defined as a negative variance in average earnings (base pay plus incentive) for a sales job title across the IBEW bargaining unit utilizing the Sales Compensation Plan for which the change has been made, from what would have been earned had the change not been made. To determine the percent change, average earnings for the most recent two (2) full plan quarters for the sales job title(s) affected by the change in plan design will be compared to average earnings which have been earned by the same population calculated utilizing the plan design prior to the change. For purposes of these calculations, only employees with six months or more in the sales job title at the beginning of the measurement period will be included. A significant diminution in earnings potential is defined as a negative variance in average earnings of more than 3% in average earnings per the above formula.

There will not be a change in sales incentive compensation from the incentive design contained in Article 5 prior to sales compensation pay period 1/2016 unless the parties agree to some form of trial as noted in the paragraph immediately below.

This language in no way precludes the Company and the Union from establishing trials which involve incentive compensation changes per the "Trials" side letter to this Agreement.

This Letter of Agreement is effective as of the ratification, and terminates with the expiration date of this collective bargaining agreement.

Sincerely,

Elizabeth M. Dickson
Dex One Service, Inc. – Director of Labor Relations

Agreed: _____ Date: _____
Karen L. Gowdy
Business Manager/Financial Secretary, IBEW 1269

CBA Transition Agreement

June 12, 2015

Ms. Karen L. Gowdy
Business Manager-Financial Secretary, Local 1269
International Brotherhood of Electrical Workers
870 Market Street, Room 479
San Francisco, California 94102

Dear Ms. Gowdy:

This letter confirms our understanding regarding transition items. Employees in each respective office will be paid the 2012 -2015 commission rates for the remaining 2015 compensation cycle. Upon ratification, employees will be paid the new commission rates for accounts in the 2016 compensation cycle.

Within 45 days after ratification of the collective bargaining agreement, the Union designee IBEW or his/her authorized representative, the Director of Labor Relations, and the Director Planning and Strategy and/or their designees will engage in discussion on transition and ongoing topics including, but not limited to:

- Discussing modifications to the Market Assignment Guidelines (in accordance with Article 4.2) for example, items such as, initial assignment, market allocation, and self-selection for continuity.
- Further discussion regarding UTC.
- Integration of the two Denver premise teams.

As a part of the transition agreement, the parties have agreed that those employees who have 16 or more years of service as of December 31, 2015 will be eligible for five (5) additional paid, excused absence days in 2016 only.

Base rate increases will be paid retro-active to May 10, 2015 as quickly as administratively practicable if the Union notifies the Company of ratification of the Agreement by July 17, 2015.

Sincerely,

Agreed

Elizabeth M. Dickson
Director Labor Relations
Dex One Service, Inc.

Karen L. Gowdy
Business Manager-Financial Secretary,
IBEW Local 1269

**Letter of Agreement
Reassigned Accounts**

June 12, 2015

Mrs. Karen Gowdy
Business Manager /Financial Secretary
IBEW Union Local 1269
870 Market Street, Suite 479
San Francisco, CA 94102

Dear Ms. Gowdy:

As a supplement to Section 5.2.1 of the Agreement, re-assigned accounts will not be used in the individual's performance measurements.

However, at this time, system constraints do not support implementation of the above understanding on an automated basis. Therefore, for Marketing Consultants who are at the Final Warning/Termination step of disciplinary action for performance, the Company agrees to review the effect that the results on reassigned accounts may have had on an employee's stacked-ranking. The affected employee will be required to identify and submit a list of reassigned accounts that he/she is seeking to have reviewed. This manual review process will not result in performance "re-stacking" (if stack-ranking is the methodology used for performance reporting) and, as such, will not have any negative or positive effect on any other Marketing Consultants in the performance report. Performance shall be measured on initially assigned market.

Once the system capability to identify reassigned accounts is functioning, the manual process described above will be discontinued and will be replaced with an automated process.

This Letter of Agreement is effective as of the ratification, and terminates with the expiration date of this collective bargaining agreement.

Sincerely,

Elizabeth M. Dickson
Dex One – Director of Labor Relations

Agreed: _____ Date: _____

Karen L. Gowdy
Business Manager/Financial Secretary, IBEW 1269

APPENDIX B
2015 BENEFIT PLAN SUMMARIES

- **MEDICAL/PHARMACY BENEFITS AT A GLANCE**
- **DENTAL/VISION BENEFITS AT A GLANCE**
- **Low Deductible Health Plan- OAP32-TWB**
- **High Deductible Health Plan- HD33 – TWA**

MEDICAL/PHARMACY BENEFITS AT A GLANCE

YOU PAY		Low Deductible Health Plan		High Deductible Health Plan	
		CIGNA: 1-800-CIGNA-24 (1-800-244-6224) * www.cigna.com		CIGNA: 1-800-CIGNA-24 (1-800-244-6224) * www.cigna.com	
		In-network	Out-of-network ¹	In-network	Out-of-network ¹
Deductibles and out-of-pocket maximums	Annual deductible	<i>Deductible applies unless noted otherwise</i>			
	Individual	\$750	\$4,000	\$1,500	\$4,000
	Family	\$1,500	\$8,000	\$3,000 ³	\$8,000 ³
	Out-of-pocket maximum				
	Individual	\$3,000	\$8,000	\$3,000	\$8,000
Family	\$6,000	\$16,000	\$6,000 ³	\$16,000 ³	
Physician	Office visits Primary care Specialist	PCP: 30%, no deductible Specialist: CCN 10% Non-CCN 25%	50%	PCP: 20%, Specialist: CCN 10% Non-CCN 25%	50%
	MD Live telemedicine	30% of \$38, no deductible	Not applicable	After deductible, 20% up to \$38 maximum	Not applicable
	Preventive care (subject to age and frequency schedule)	\$0, no deductible	50%	\$0, no deductible	50%
	Well-woman exam (subject to schedule)	\$0, no deductible	50%	\$0, no deductible	50%
	Urgent care	\$50, then 20% on balance, no deductible		20%	
Hospital	Emergency room	\$200, then 20% on balance, no deductible		20%	
	Inpatient hospital care	Facility: 20%, Physician: PCP: 30%, no deductible, CCN Specialist: 10%, Non-CCN Specialist: 25%	50%	Facility: 20%, Physician: PCP: 20%, CCN Specialist: 10%, Non-CCN Specialist: 25%	50%
Outpatient	Surgery	Facility: 20%, Physician: PCP: 30%, no deductible, CCN Specialist: 10%, Non-CCN Specialist: 25%	50%	Facility: 20%, Physician: PCP: 20%, CCN Specialist: 10%, Non-CCN Specialist: 25%	50%
	Lab/X-ray	20%	50%	20%	50%
Mental health and substance abuse	Inpatient	Facility: 20%, Physician: PCP: 30%, no deductible, CCN Specialist: 10%, Non-CCN Specialist: 25%	50%	Facility: 20%, Physician: PCP: 20%, CCN Specialist: 10%, Non-CCN Specialist: 25%	50%
	Outpatient	Facility: 20%, Physician: PCP: 30%, no deductible, CCN Specialist: 10%, Non-CCN Specialist: 25%	50%	Facility: 20%, Physician: PCP: 20%, CCN Specialist: 10%, Non-CCN Specialist: 25%	50%
YOU PAY		Caremark: 1-888-766-5513 www.caremark.com		Caremark: 1-888-766-5513 www.caremark.com	
		In-network	Out-of-network	In-network	Out-of-network
Prescription Drugs	Rx Out-of-pocket maximum (in-network Retail and Mail-Order)	\$3,600 Individual \$7,200 Family	No Maximum	Medical out-of-pocket maximum applies, see above	
	Retail ⁹	<i>Rx deductible applies unless otherwise noted</i>			
	Annual deductible	\$75 (brand only)	\$150 (brand only)	Medical deductible applies, see above.	
	Supply limit	30-day supply After 2 fills of a maintenance medication at Retail, you'll pay 50% of the cost.		30-day supply After 2 fills of a maintenance medication at Retail, you'll pay 50% of the cost.	
	Generic	\$5, no deductible	50% (\$5 min), no deductible	10%	50%
	Preferred brand	30% (\$25 min, \$60 max) ²	50% (\$25 min) ²	20% ²	50% ²
	Non-preferred brand	50% (\$50 min, \$100 max) ²	50% (\$75 min) ²	30% ²	50% ²
	Mail-Order ⁹	No deductible		Medical deductible applies, see above.	
	Supply limit	90-day supply		90-day supply	
	Generic	\$10		10%	
Preferred brand	30% (\$50 min, \$120 max) ²		20% ²		
Non-preferred brand	50% (\$100 min, \$200 max) ²		30% ²		

¹ Subject to reasonable and customary limits.

² If a generic drug is available, you'll also pay the difference in cost between the generic and the brand as a penalty.

³ If you cover at least one dependent, the family deductible/out-of-pocket maximum (as applicable) applies, even if only one family member has claims.

⁹ Certain prescriptions are covered at 100% in accordance with the Patient Protection and Affordable Care Act, contact the Rx administrator for details.

This document is a Summary of Material Modifications that contains changes to your Health & Welfare Summary Plan Description. In the event of a conflict between this and any other description of these benefit plans, the plan documents, service agreements and insurance contracts will control. As with all company-sponsored benefit plans, SuperMedia LLC and Dex One Services, Inc. reserve the right to amend, modify, revoke or terminate these plans in whole or part at any time except to the extent limited by a collective bargaining agreement.

DENTAL BENEFITS AT A GLANCE

YOU PAY	Dental PPO with Orthodontia		Dental PPO without Orthodontia	
	MetLife: 1-800-942-0854 www.metlife.com		MetLife: 1-800-942-0854 www.metlife.com	
	Participating dentist	Non-participating dentist ¹	Participating dentist	Non-participating dentist ¹
Annual deductible (per person)	\$0	\$100	\$0	\$100
Preventive and diagnostic care (up to 2 cleanings per year and bitewing X-rays every 12 months)	0%, no deductible	0%, no deductible	0%, no deductible	0%, no deductible
Basic care (fillings and extractions)	20%, no deductible	30%, after deductible	30%, no deductible	40%, after deductible
Major care (crowns, dentures and bridges)	40%, no deductible	50%, after deductible	50%, no deductible	50%, after deductible
Orthodontia	50%, no deductible	50%, no deductible	Not covered	Not covered
Non-surgical treatment of Temporomandibular Joint Disorder (TMJ)	Not covered		Not covered	

PLAN BENEFITS ARE LIMITED TO

Preventive, diagnostic, basic and major care (annual maximum)	\$2,000 per person total from participating and non-participating dentists combined, including up to \$1,250 per person for non-participating dentists	\$1,500 per person total from participating and non-participating dentists combined, including up to \$1,000 per person for non-participating dentists
Orthodontia (lifetime maximum)	\$2,000 per person total from participating and non-participating dentists combined, including up to \$1,500 per person for non-participating dentists	Not covered

VISION BENEFITS AT A GLANCE

YOU PAY	Superior Vision 1-800-507-3800 www.superiorvision.com	
	In-Network	Out-of-Network
Exams (one per calendar year)		
Ophthalmologist	\$10	Any charges over \$42 retail
Optometrist	\$10	Any charges over \$37 retail
Lenses (one pair per calendar year) ^{2,4}		
Single Vision	\$20	Any charges over \$32 retail
Bifocal	\$20	Any charges over \$46 retail
Trifocal	\$20	Any charges over \$61 retail
Progressive ⁵	\$20	Any charges over \$61 retail
Lenticular	\$20	Any charges over \$84 retail
Frames (one allowance per two calendar years) ⁴	\$20 copay, up to \$130 retail allowance	Any charges over \$68 retail
Contact Lenses (one allowance per calendar year) ^{2,3}	\$0 copay, up to \$120 retail allowance	Any charges over \$100 retail
Medically Necessary Contact Lenses (one allowance per calendar year) ^{2,3}	\$0 copay	Any charges over \$210 retail

¹ Subject to reasonable and customary limits

² You can choose either lenses or contact lenses once every calendar year, but not both.

³ Contact lenses are in lieu of eyeglass lenses and frames benefit.

⁴ In-network, only one copay applies when frames and lenses are purchased together.

⁵ In-network, in addition to the copay, you are responsible for charges above the allowance for lined trifocals. Call Superior Vision for details.

This document is a Summary of Material Modifications that contains changes to your Health & Welfare Summary Plan Description. In the event of a conflict between this and any other description of these benefit plans, the plan documents, service agreements and insurance contracts will control. As with all company-sponsored benefit plans, SuperMedia LLC and Dex One Services, Inc. reserve the right to amend, modify, revoke or terminate these plans in whole or part at any time except to the extent limited by a collective bargaining agreement.



This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at www.myCigna.com or by calling 1-800-Cigna24. For more information about your prescription drug plan contact Caremark at www.Caremark.com or call 1-888-766-5513.

Important Questions	Answers	Why this Matters:
What is the overall deductible?	In-network providers \$750 person/\$1,500 family. Out-of-network providers \$4,000 person/\$8,000 family. Does not apply to in-network preventive care, primary care visits, emergency or urgent care facilities or prescription drugs. Copayments don't count toward deductible.	You must pay all the costs up to the deductible amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the deductible starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the deductible.
Are there other deductibles for specific services?	Yes. \$75 in-network/\$150 out-of-network for prescription drug expenses; applies to retail brand only. There are no other specific deductibles.	You must pay all of these costs for these services up to the specified deductible amount before this plan begins to pay for these services.
Is there an out-of-pocket limit on my expenses?	Yes. For in-network providers \$3,000 person/\$6,000 family. For out-of-network providers \$8,000 person/\$16,000 family. For in-network prescription drugs \$3,600 person/\$7,200 family.	The out-of-pocket limit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the out-of-pocket limit?	Premiums, balance-billed charges, penalties for no pre-authorization, prescription drug penalties, health care this plan doesn't cover, and prescription drugs.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the plan will pay for specific covered services, such as office visits.
Does this plan use a network of providers?	Yes. For a list of participating providers, see www.myCigna.com or call 1-800-Cigna24. For a list of participating retail pharmacies, see www.Caremark.com or call 1-888-766-5513.	If you use an in-network doctor or other health care provider, this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred, or participating for providers in their network. See the chart starting on page 2 for how this plan pays different kinds of providers.
Do I need a referral to see a specialist?	No. You don't need a referral to see a specialist.	You can see the specialist you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about excluded services.

Questions: Call 1-800-Cigna24 or visit us at www.MyCigna.com. If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at www.cciio.cms.gov or call 1-866-847-1300 option #3 to request a copy.

Low Deductible Health Plan – OAP32-TWB : Dex Media

Coverage Period: 01/01/2015 – 12/31/2015

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage for: Individual + Family Plan Type: PPO



- **Co-payments** are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- **Co-insurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **co-insurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use **in-network providers** by charging you lower **deductibles**, **co-payments** and **co-insurance** amounts.

Common Medical Event	Services You May Need	Your Cost If You Use an In-network Provider	Your Cost If You Use an Out-of-network Provider	Limitations & Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	30% coinsurance, no deductible applies	50% coinsurance	none
	Specialist visit	CCN specialist – 10% coinsurance Non-CCN specialist – 25% coinsurance	50% coinsurance	Contact Cigna for Cigna Care Network (CCN) specialties information
	Other practitioner office visit	20% coinsurance for chiropractic & acupuncture	50% coinsurance	Chiropractic & acupuncture services each limited to 25 days/year
If you have a test	Preventive care/screening/immunization	No charge	50% coinsurance	none
	Diagnostic test (x-ray, blood work)	20% coinsurance	50% coinsurance	50% penalty for no precertification
If you need drugs to treat your illness or condition	Imaging (CT/PET scans, MRIs)	20% coinsurance	50% coinsurance	50% penalty for no precertification
	Generic drugs	Retail: \$5/prescription (no deductible) Mail: \$10/prescription	50% coinsurance, no deductible (\$5 min.)	Retail: 30-day supply limit (After 2 fills of maintenance medicine you pay 50% of cost). Mail Order: 90-day supply limit

Questions: Call 1-800-Cigna24 or visit us at www.MyCigna.com. If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at www.cciio.cms.gov or call 1-866-847-1300 option #3 to request a copy.

Low Deductible Health Plan – OAP32-TWB : Dex Media

Coverage Period: 01/01/2015 – 12/31/2015

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage for: Individual + Family Plan Type: PPO

<p>More information about prescription drug coverage is available at www.Caremark.com. Or call 1-888-766-5513</p>	<p>Preferred brand drugs</p> <p>Non-preferred brand drugs</p> <p>Specialty drugs</p>	<p>Retail: 30% coinsurance (\$25 min. & \$60 max) Mail: 30% coinsurance (\$50 min. & \$120 max.)</p> <p>Retail: 50% coinsurance (\$50 min. & \$100 max.) Mail: 50% coinsurance (\$100 min. & \$200 max.)</p> <p>Subject to Preferred & Non-preferred coinsurance limits</p>	<p>50% coinsurance (\$25 min.)</p> <p>50% coinsurance (\$75 min.)</p> <p>50% coinsurance</p> <p>50% coinsurance</p>	<p>If generic available, also pay the difference in cost. (DAW penalty)</p> <p>If generic available, also pay the difference in cost. (DAW penalty)</p> <p>Prior authorization required</p>
<p>If you have outpatient surgery</p>	<p>Facility fee (e.g., ambulatory surgery center)</p> <p>Physician/surgeon fees</p> <p>Radiologist, Pathologist & Anesthesiologist</p>	<p>20% coinsurance</p> <p>PCP – 30% coinsurance, no deductible. CCN specialist – 10% coinsurance. Non-CCN specialist – 25% coinsurance.</p> <p>20% coinsurance</p>	<p>50% coinsurance</p> <p>50% coinsurance</p> <p>50% coinsurance</p>	<p>50% penalty for no precertification</p> <p>50% penalty for no precertification CCN benefit levels may apply for surgeon fees</p> <p>none</p>
<p>If you need immediate medical attention</p>	<p>Emergency room services</p> <p>Emergency medical transportation</p> <p>Urgent care</p>	<p>\$200 copay/visit then 20% coinsurance</p> <p>20% coinsurance</p> <p>\$50 copay/visit then 20% coinsurance</p>	<p>\$200 copay/visit then 20% coinsurance</p> <p>20% coinsurance</p> <p>\$50 copay/visit then 20% coinsurance</p> <p>50% coinsurance</p>	<p>Per visit copay is waived if admitted</p> <p>none</p> <p>Per visit copay is waived if admitted</p> <p>50% penalty for no precertification</p>
<p>If you have a hospital stay</p>	<p>Facility fee (e.g., hospital room)</p> <p>Physician/surgeon fee</p> <p>Radiologist, Pathologist & Anesthesiologist</p>	<p>20% coinsurance</p> <p>PCP – 30% coinsurance, no deductible. CCN specialist – 10% coinsurance. Non-CCN specialist – 25% coinsurance.</p> <p>20% coinsurance</p>	<p>50% coinsurance</p> <p>50% coinsurance</p> <p>50% coinsurance</p>	<p>50% penalty for no precertification</p> <p>50% penalty for no precertification CCN benefit levels may apply for surgeon fees</p> <p>50% penalty for no precertification</p>

Questions: Call 1-800-Cigna24 or visit us at www.MyCigna.com. If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at www.cciio.cms.gov or call 1-866-847-1300 option #3 to request a copy.

Low Deductible Health Plan – OAP32-TWB : Dex Media

Coverage Period: 01/01/2015 – 12/31/2015

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage for: Individual + Family Plan Type: PPO

<p>If you have mental health, behavioral health, or substance abuse needs</p>	Mental/Behavioral health outpatient services	PCP – 30% coinsurance, no deductible. CCN specialist – 10% coinsurance. Non-CCN specialist – 25% coinsurance.	50% coinsurance	50% penalty for no precertification
	Mental/Behavioral health inpatient services	Facility – 20% PCP – 30% coinsurance, no deductible. CCN specialist – 10% coinsurance. Non-CCN specialist – 25% coinsurance.	50% coinsurance	50% penalty for no precertification
	Substance use disorder outpatient services	PCP – 30% coinsurance, no deductible. CCN specialist – 10% coinsurance. Non-CCN specialist – 25% coinsurance.	50% coinsurance	50% penalty for no precertification
	Substance use disorder inpatient services	Facility – 20% PCP – 30% coinsurance, no deductible. CCN specialist – 10% coinsurance. Non-CCN specialist – 25% coinsurance.	50% coinsurance	50% penalty for no precertification
<p>If you are pregnant</p>	Prenatal and postnatal care	PCP: 30% coinsurance, no deductible. CCN specialist – 10% coinsurance. Non-CCN specialist – 25% coinsurance	50% coinsurance	CCN benefit levels may apply for surgeon fees.
	Delivery and all inpatient services	20% coinsurance	50% coinsurance	50% penalty for no precertification
<p>If you need help recovering or have other special health needs</p>	Home health care	20% coinsurance	50% coinsurance	50% penalty for no precertification 16 hours/day maximum
	Rehabilitation services	20% coinsurance	50% coinsurance	Rehab limited to 60 days/year max. Cardiac Rehab limited to 36 days/year max. 50% penalty for no precertification
	Habilitation services	Not Covered	Not Covered	none

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	Skilled nursing care	20% coinsurance	50% coinsurance	50% penalty for no precertification Limited to 120 days/year max.
	Durable medical equipment	20% coinsurance	50% coinsurance	50% penalty for no precertification
	Hospice service	20% coinsurance	50% coinsurance	50% penalty for no precertification
If your child needs dental or eye care	Eye exam	Not Covered	Not Covered	none
	Glasses	Not Covered	Not Covered	none
	Dental check-up	Not Covered	Not Covered	none

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other <u>excluded services</u>.)	
<ul style="list-style-type: none"> • Cosmetic surgery • Dental care (Adult) • Dental care (Children) • Eye care (Children) 	<ul style="list-style-type: none"> • Habilitation services • Long-term care • Non-emergency care when traveling outside the U.S. • Private duty nursing • Routine eye care (Adult) • Routine foot care • Weight loss programs

Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)	
<ul style="list-style-type: none"> • Acupuncture • Bariatric surgery 	<ul style="list-style-type: none"> • Chiropractic care • Hearing aids • Infertility treatment • Organ Transplants

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Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-888-254-9828. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cciio.cms.gov.

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to **appeal** or file a **grievance**. For questions about your rights, this notice, or assistance, you can contact: CIGNA, P.O. Box 5200, Scranton, PA 18505-5200 or call 1-800-CIGNA (1-800-244-6224) or go to: www.myCIGNA.com. For appeals on a prescription drug claim, your Physician needs to fax a letter of medical necessity to Caremark at 1-866-443-1172.

Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as “minimum essential coverage.” **This plan or policy does provide minimum essential coverage.**

Does this Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). **This health coverage does meet the minimum value standard for the benefits it provides.**

Language Access Services:

Para obtener asistencia en Español, llame al 1-866-847-1300-Opcion 3.

To see examples of how this plan might cover costs for a sample medical situation, see the next page.

About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



This is not a cost estimator.

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different. See the next page for important information about these examples.

Please consider any contributions you may receive in an HRA, HSA or FSA.

Having a baby (normal delivery)

- Amount owed to providers: \$7,540
- Plan pays \$ 5,330
- Patient pays \$2,210

Sample care costs:

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
Total	\$7,540

Patient pays:

Deductibles	\$750
Copays	\$10
Coinsurance	\$1,330
Limits or exclusions	\$150
Total	\$2,210

Managing type 2 diabetes

(routine maintenance of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan pays \$ 3,980
- Patient pays \$ 1,420

Sample care costs:

Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
Total	\$5,400

Patient pays:

Deductibles	\$750
Copays	\$200
Coinsurance	\$390
Limits or exclusions	\$80
Total	\$1,420

Questions and answers about the Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

- Costs don't include premiums.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network providers. If the patient had received care from out-of-network providers, costs would have been higher.

What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how deductibles, copayments, and coinsurance can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

Does the Coverage Example predict my own care needs?

- ✗ No. Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.

Does the Coverage Example predict my future expenses?

- ✗ No. Coverage Examples are not cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your providers charge, and the reimbursement your health plan allows.

Can I use Coverage Examples to compare plans?

- ✓ Yes. When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

Are there other costs I should consider when comparing plans?

- ✓ Yes. An important cost is the premium you pay. Generally, the lower your premium, the more you'll pay in out-of-pocket costs, such as copayments, deductibles, and coinsurance. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

HPHC: 1, 3, 5



This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at www.myCigna.com or by calling 1-800-Cigna24. For more information about your prescription drug plan contact Caremark at www.Caremark.com or call 1-888-766-5513.

Important Questions	Answers	Why this Matters:
What is the overall deductible?	In-network providers \$1,500 person/\$3,000 family. Out-of-network providers \$4,000 person/\$8,000 family. Deductible per person applies when the employee is the only person covered. Does not apply to in-network preventive care.	You must pay all the costs up to the deductible amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the deductible starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the deductible.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an out-of-pocket limit on my expenses?	Yes. For in-network providers \$3,000 person/\$6,000 family. For out-of-network providers \$8,000 person/\$16,000 family.	The out-of-pocket limit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the out-of-pocket limit?	Premiums, balance-billed charges, penalties for no pre-authorization, prescription drug penalties and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the plan will pay for specific covered services, such as office visits.
Does this plan use a network of providers?	Yes. For a list of participating providers, see www.myCigna.com or call 1-800-Cigna24. For a list of participating retail pharmacies, see www.Caremark.com or call 1-888-766-5513.	If you use an in-network doctor or other health care provider, this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred, or participating for providers in their network. See the chart starting on page 2 for how this plan pays different kinds of providers.
Do I need a referral to see a specialist?	No. You don't need a referral to see a specialist.	You can see the specialist you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about excluded services.

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- **Co-payments** are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- **Co-insurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan’s **allowed amount** for an overnight hospital stay is \$1,000, your **co-insurance** payment of 20% would be \$200. This may change if you haven’t met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use **in-network providers** by charging you lower **deductibles**, **co-payments** and **co-insurance** amounts.

Common Medical Event	Services You May Need	Your Cost If You Use an In-network Provider	Your Cost If You Use an Out-of-network Provider	Limitations & Exceptions
If you visit a health care <u>provider’s office</u> or clinic	Primary care visit to treat an injury or illness	20% coinsurance	50% coinsurance	none
	Specialist visit	CCN specialist – 10% coinsurance Non-CCN specialist – 25% coinsurance	50% coinsurance	Contact Cigna for Cigna Care Network (CCN) specialties information
	Other practitioner office visit	20% coinsurance	50% coinsurance	Chiropractic, massage & acupuncture services each limited to 25 days/year
	Preventive care/screening/immunization	No charge	50% coinsurance	none
If you have a test	Diagnostic test (x-ray, blood work)	20% coinsurance	50% coinsurance	50% penalty for no precertification
	Imaging (CT/PET scans, MRIs)	20% coinsurance	50% coinsurance	50% penalty for no precertification
If you need drugs to treat your illness or condition	Generic drugs	Retail: 10% coinsurance Mail: 10% coinsurance	50% coinsurance	Medical deductible applies to Rx. Retail: 30-day supply limit (After 2 fills of maintenance medicine you pay 50% of cost). Mail Order: 90-day supply limit
	More information about <u>prescription drug coverage</u> is	Preferred brand drugs	50% coinsurance	If generic available, also pay the difference in cost. (DAW penalty)

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High Deductible Health Plan – HD33-TWA : Dex Media

Coverage Period: 01/01/2015 – 12/31/2015

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage for: Individual + Family Plan Type: PPO

available at www.Caremark.co m. Or call 1-888-766-5513	Non-preferred brand drugs	Retail: 30% coinsurance Mail: 30% coinsurance	50% coinsurance	If generic available, you also pay the difference in cost. (DAW penalty)
	Specialty drugs	Subject to Preferred & Non-preferred coinsurance limits	50% coinsurance	Prior authorization required
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% coinsurance	50% coinsurance	50% penalty for no precertification
	Physician/surgeon fees	PCP – 20% coinsurance, CCN specialist – 10% coinsurance, Non-CCN specialist – 25% coinsurance.	50% coinsurance	50% penalty for no precertification. CCN benefit levels may apply for surgeon fees
	Radiologist, Pathologist & Anesthesiologist	20% coinsurance	50% coinsurance	50% penalty for no precertification
	Emergency room services	20% coinsurance	20% coinsurance	none
If you need immediate medical attention	Emergency medical transportation	20% coinsurance	20% coinsurance	none
	Urgent care	20% coinsurance	20% coinsurance	none
	Facility fee (e.g., hospital room)	20% coinsurance	50% coinsurance	50% penalty for no precertification
If you have a hospital stay	Physician/surgeon fee	PCP – 20% coinsurance, CCN specialist – 10% coinsurance, Non-CCN specialist – 25% coinsurance.	50% coinsurance	50% penalty for no precertification. CCN benefit levels may apply for surgeon fees
	Radiologist, Pathologist & Anesthesiologist	20% coinsurance	50% coinsurance	
If you have mental health, behavioral health, or substance	Mental/Behavioral health outpatient services	PCP – 20% coinsurance, CCN specialist – 10% coinsurance, Non-CCN specialist – 25% coinsurance.	50% coinsurance	50% penalty for no precertification

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Coverage Period: 01/01/2015 – 12/31/2015

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage for: Individual + Family Plan Type: PPO

abuse needs	Mental/Behavioral health inpatient services	PCP – 20% coinsurance, CCN specialist – 10% coinsurance, Non-CCN specialist – 25% coinsurance.	50% coinsurance	50% penalty for no precertification
	Substance use disorder outpatient services	PCP – 20% coinsurance, CCN specialist – 10% coinsurance, Non-CCN specialist – 25% coinsurance.	50% coinsurance	50% penalty for no precertification
	Substance use disorder inpatient services	PCP – 20% coinsurance, CCN specialist – 10% coinsurance, Non-CCN specialist – 25% coinsurance.	50% coinsurance	50% penalty for no precertification
If you are pregnant	Prenatal and postnatal care	PCP - 20% coinsurance, CCN specialist - 10% coinsurance. Non-CCN specialist - 25% coinsurance	50% coinsurance	CCN benefit levels may apply for surgeon fees
	Delivery and all inpatient services	20% coinsurance	50% coinsurance	50% penalty for no precertification
If you need help recovering or have other special health needs	Home health care	20% coinsurance	50% coinsurance	50% penalty for no precertification 16 hours/day maximum
	Rehabilitation services	20% coinsurance	50% coinsurance	50% penalty for no precertification of speech therapy. Rehab limited to 60 days/year max. Cardiac Rehab limited to 36 days/year max.
	Habilitation services	Not Covered	Not Covered	none
	Skilled nursing care	20% coinsurance	50% coinsurance	50% penalty for no precertification Coverage is limited to 120 days annual max
	Durable medical equipment	20% coinsurance	50% coinsurance	50% penalty for no precertification

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	Hospice service	20% coinsurance	50% coinsurance	50% penalty for no precertification
If your child needs dental or eye care	Eye exam	Not Covered	Not Covered	none
	Glasses	Not Covered	Not Covered	none
	Dental check-up	Not Covered	Not Covered	none

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)

- Cosmetic surgery
- Dental care (Adult)
- Dental care (Children)
- Eye care (Children)
- Habilitation services
- Long-term care
- Non-emergency care when traveling outside the U.S.
- Private duty nursing
- Routine eye care (Adult)
- Routine foot care
- Weight loss programs

Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)

- Acupuncture
- Bariatric surgery
- Chiropractic care
- Hearing aids
- Infertility treatment
- Massage
- Organ Transplants

Your Rights to Continue Coverage:

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The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). **This health coverage does meet the minimum value standard for the benefits it provides.**

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————— *To see examples of how this plan might cover costs for a sample medical situation, see the next page.* —————

About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



This is not a cost estimator.

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples. Please consider any contributions you may receive from an HRA, HSA or FSA.

Having a baby (normal delivery)

- **Amount owed to providers:** \$7,540
- **Plan pays \$** 4,740
- **Patient pays \$**2,800

Sample care costs:

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
Total	\$7,540

Patient pays:

Deductibles	\$1,500
Copays	\$0
Coinsurance	\$1,150
Limits or exclusions	\$150
Total	\$2,800

Managing type 2 diabetes

(routine maintenance of a well-controlled condition)

- **Amount owed to providers:** \$5,400
- **Plan pays \$** 3,290
- **Patient pays \$** 2,110

Sample care costs:

Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
Total	\$5,400

Patient pays:

Deductibles	\$1,500
Copays	\$0
Coinsurance	\$530
Limits or exclusions	\$80
Total	\$2,110

Questions and answers about the Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

- Costs don't include **premiums**.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network **providers**. If the patient had received care from out-of-network **providers**, costs would have been higher.

What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how **deductibles**, **copayments**, and **coinsurance** can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

Does the Coverage Example predict my own care needs?

- ✘ **No.** Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.

Does the Coverage Example predict my future expenses?

- ✘ **No.** Coverage Examples are **not** cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your **providers** charge, and the reimbursement your health plan allows.

Can I use Coverage Examples to compare plans?

- ✔ **Yes.** When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

Are there other costs I should consider when comparing plans?

- ✔ **Yes.** An important cost is the **premium** you pay. Generally, the lower your **premium**, the more you'll pay in out-of-pocket costs, such as **copayments**, **deductibles**, and **coinsurance**. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

HPHC: 1, 3, 5