

MEMORANDUM OF AGREEMENT (“MOA”)

YP Midwest Publishing LLC

and

CWA District 4

September 16, 2016

This Memorandum of Agreement (“MOA”), including and incorporating the following pages attached hereto, is made this 16th day of September, 2016, by and between YP Holdings, LLC (“Employer” or “Company”) and Communication Workers of America District 4 (“Union”). The parties have met and engaged in good faith bargaining for the purpose of arriving at a successor collective bargaining agreement to the agreement that expired on August 13, 2016. The Union and Employer collectively have reached agreement and the predecessor agreement shall only be revised as specifically set forth herein. The Union and its bargaining committee shall present this MOA to the bargaining unit with their full recommendation of ratification by, and the Company shall present this agreement with recommendation of approval by its Board of Directors.

Now therefore, pending ratification by the bargaining unit and Board approval, it is mutually agreed that the attached MOA shall be adopted:

The following Memorandum of Agreement is hereby AGREED:

For the Union:

For the Employer:

Teri Pluta

Keith Halpern

Date September 16, 2016

Date September 16, 2016

MANAGEMENT RIGHTS

The Union recognizes the right of the Company to operate and manage its business, including, but not limited to, the right to establish job descriptions and determine job assignments, to implement new and different operational methods and procedures, to determine staffing levels and requirements, to determine the kind, type, and location of facilities, to introduce new or different services, products, methods, to eliminate services, products, and methods, and to use resellers, national retailers or third party agents.

The foregoing enumeration of management rights shall not exclude other rights of management not specifically set forth, and the Company retains all rights not otherwise specifically restricted by this Agreement.

Article 1
Recognition

The Company recognizes the Communications Workers of America, International Union, affiliated with the AFL-CIO, as the exclusive representative of those Company employees, identified below, excluding supervisory, confidential, managerial, and professional employees, all as defined by law, in a single bargaining unit for purposes of collective bargaining with respect to wage schedules, commissions, hours of work, and other terms and conditions of employment. The bargaining unit shall be known as the “YP Midwest Publishing LLC Unit” and shall include those employees of the Company who are in a job classification and Company work location which is included in the Recognition List furnished to the Union on the execution date of this Agreement, which list is incorporated by reference, and which job classifications also appear in Exhibit A of this Agreement.

The Company agrees to notify the Union and discuss any changes to the Recognition List for the YP Midwest Publishing LLC Unit. No job classification or Company work location shall be removed from the YP Midwest Publishing LLC Unit until it has been discussed with the Union.

Recognition also will be extended for any new job classification established in accordance with Article 20, New Job Classifications, and/or job duties which are eligible for union representation in the YP Midwest Publishing LLC Unit.

If during the term of this Agreement, the Union is certified by the National Labor Relations Board or is recognized by the Company as the collective bargaining representative of YP Midwest Publishing LLC employees not previously so represented, such employees shall be included in the YP Midwest Publishing LLC Unit and shall be covered by this Agreement upon mutual agreement of the parties.

Article 2
Responsible Union-Company Relationship

The Company and the Union recognize that it is in the best interests of both parties, the employees, and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the Company and the Union and their respective representatives at all levels will apply the terms of this Agreement fairly, in accord with its intent and meaning and consistent with the Union’s status as exclusive bargaining representative of all employees in the unit. Each party shall bring to the attention of all employees in the unit, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and the measures they have agreed upon to ensure adherence to this purpose.

Article 3
Common Interest Forum

- A. Recognizing that rapid changes are occurring and will continue to occur in the information and telecommunications businesses, the parties express their intent that a forum of common interest will be established in the Company for the following purposes:
1. 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;
 2. Discussing and reviewing innovative approaches to enhance the competitiveness of the Company and improve employment security;
 3. Improving understanding and relationships between the parties and avoiding unnecessary disputes by cooperatively addressing significant changes and developments in the Union or Company environment.
- B. 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 but no less often than semi-annually. Otherwise, the members of the forum shall determine its composition, structure, agenda, and operation.
- C. It is the intent that such forum supports the collective bargaining process, the established contractual dispute resolution procedures, and the existing joint Union-Management committees.

Article 4
No Strike

I. Violation.

The Union agrees that, until this Agreement has terminated pursuant to the provisions of Article 41, Term of the Agreement, it will not cause or take part in any strike, slowdown, picketing, or other interference with the normal operations of the business.

In the event of any violation of this Article, in addition to any other remedy, the Company, except as the following paragraphs apply, may discontinue all payroll deduction of Union dues and amounts equal to Union dues, initiation fees and general special assessments as provided for in this Agreement. Deductions may also be discontinued for a Local only, unless the Local complies with the following paragraphs, and following notification by the Company, the Local separately takes the steps required below.

II. Responsibility of the Union.

In the event of a violation of this Article, the Company will not hold the Union responsible for such violation if the Union does not sanction or participate in the violation or incite, aid, encourage or support in any way employees engaged in such violation, and if the following steps are taken by the Union upon notification by the Company:

A. The Union shall immediately issue a si

gned notice to the press, the Company and employees, to the effect that such interference (admitted or alleged), describing it, is unauthorized by the Union, in violation of this Agreement and that any picket lines which may be established are to be ignored.

B. The Union shall within twenty-four (24) hours and in writing, advise its members taking part in such interference to resume normal operations at once.

Article 5 Modified Agency Shop

I. Bargaining Unit Membership.

Each employee who is a member of the Union or who is obligated to tender to the Union amounts equal to periodic dues on the effective date of this Agreement, or who later becomes a member, and all employees entering the bargaining unit on or after the effective date of this Agreement shall as a condition of employment pay or tender to the Union amounts equal to the periodic dues or applicable agency fee amount, applicable to members, for the period from the effective date, or in the case of employees entering the bargaining unit on or after the effective date, for the period from the thirtieth (30th) day after the effective date or the date of entrance, whichever of those dates is later, until the termination of this Agreement. For purposes of this Article, "employee" shall mean any person entering into the bargaining unit. For purposes of the above paragraph, the effective date of this Agreement shall be the date on which the Union notifies the Company that this Agreement has been ratified.

II. Separation from the Bargaining Unit.

The condition of employment specified above shall not apply during periods of formal separation from the bargaining unit by any such employee, which shall include transfers out of the bargaining unit, removal from the payroll of the Company, leaves of absence of more than one (1) month duration, and disability cases of more than one (1) year duration, but shall reapply to such employee from the thirtieth (30th) day after their return to the bargaining unit until termination of this Agreement.

III. No Strike Provision.

An obligation to maintain dues or amounts equal to periodic dues under this Article shall be suspended for the duration of any period a dues deduction authorization is discontinued by the Company under Article 4, No Strike.

IV. Employee Rights.

The Company may inform employees and applicants for employment of their rights and obligations under the provisions of this Article.

Article 6

Payroll Deduction of Union Dues

I. Provisions for Dues Deductions.

Upon receipt of a written authorization signed by an employee, the Company will deduct Union dues, or amounts equal to Union dues, from payments due as a regular, occasional or temporary employee, and remit the same to the Union. The Company shall, during the existence of this Agreement, continue to deduct Union dues from such payments in the amount specified in the authorization until such authorization is revoked in writing by the employee.

Authorizations dated on or after the effective date of this Agreement shall be in the form of Exhibit F, attached hereto and made a part hereof. All Union Dues Deduction Authorizations dated prior to the effective date of the Agreement shall remain in effect until revoked in accordance with the terms contained in such authorization.

II. Uncollected Dues.

If, for any reason, the Company fails or is unable to make the authorized deduction from pay in any payroll period, the Company will deduct the accumulated authorized deduction in an ensuing payroll period or periods provided the employee's pay is sufficient. In case the accumulated amount exceeds the amount of authorized deductions, the deductions shall be made in an ensuing payroll period or periods at up to four (4) times the authorized amount until the accumulated amount is deducted. If an employee's pay remains insufficient to permit the deduction of the accumulated amount for more than three (3) consecutive months, no subsequent deduction will be made to make up the deficiency.

Any dues delinquency which accrues during such three-month period or any extension of such period while the employee's pay would be insufficient to permit dues deductions shall not affect the employee's status under the provisions of Article 5, Modified Agency Shop, and the employee shall not be obligated thereafter to make up any such dues delinquency to maintain the status as an employee under that Article. In the event that an employee's pay for the payroll period is insufficient to cover all authorized payroll deductions for the payroll period, deductions will receive preference in the order determined by the Company.

III. Dues While on Temporary Promotion.

When an employee who has authorized the Company to deduct Union dues is temporarily promoted to a higher classification within the bargaining unit and is shown on payroll records as being on the higher classification, Union dues will be based on the higher rate of pay for as long as the employee remains on the higher classification.

IV. Company Indemnification by Union.

The Union hereby agrees to indemnify and save harmless the Company from and against all claims, costs, losses, liabilities, judgments or liens of any kind or description arising in any manner, directly or indirectly out of or by reason of action taken or not taken by the Company for the purposes of complying with the provisions of this Article or in reliance on any dues deduction card furnished under the provisions of this Article or on any certification by the Secretary-Treasurer of the Union.

Agency Shop.

Agency Shop shall not apply where the terms of employment set forth herein are prohibited by law.

Article 7
Authorized Representatives of the Union and the Company

The Union and the Company shall keep each other currently informed in writing of their respective authorized representatives, including those who function at any step of the contractual grievance procedure and those who may conduct other official business.

Article 8
Time Off for Union Business

I. Time Off.

Authorized representatives of the Union who are actively employed by the Company each calendar year shall be excused without pay for the purpose of handling Union business, provided that the needs of the business permit.

II. Leaves of Absence.

An authorized Union representative who is actively employed by the Company each calendar year and who requires time off of more than one hundred twenty-five (125) working days during a calendar year will be granted a leave of absence of not more than one (1) year upon request from the Union, provided that the needs of the business permit.

III. Requests for Time Off or Leave of Absence for Union Business.

- A. Requests for excused time off or leave of absence shall, whenever possible, be made sufficiently in advance to enable the Company to make whatever force adjustments it deems necessary.
- B. Requests for excused time off for Union business may be made by authorized representatives of the Union to the appropriate representatives of the Company.
- C. Requests for leaves of absence for Union business shall be made in writing by the Vice President, District 4 - Communications Workers of America or an authorized representative to the Director - Labor Relations.
- D. Requests for excused time off or leaves of absence for Union business shall be acted upon promptly by the Company.
- E. Subject to the provisions of Paragraph I, the Company shall grant leaves of absence for Union business for an initial period not to exceed one (1) year. The total period of the leave of absence granted to any employee pursuant to this Article, whether such period is continuous or intermittent, shall not exceed twenty (20) years. The employee shall be eligible to death benefits according to the Plan during the period of the leave of absence

and shall be eligible to sick benefits beginning the eighth (8th) calendar day following the termination of the leave of absence. Each such leave of absence shall be granted subject to the conditions stated in this Article.

IV. Reengagement.

- A.** A Union representative, upon return from excused time off or a leave of absence for Union business, shall be reengaged at work generally similar to that in which the employee was engaged last prior to the absence, subject to the provisions of Article 26, Force Adjustment.
- B.** No physical or occupational examination shall be required for reinstatement. However, the Company reserves the right to have such person examined to determine fitness for work or job placement if required by the law or if the Company would also subject any other employee returning from an excused absence or leave of absence to the same examination. Any such case not satisfactorily adjusted with the Company may be submitted to the grievance procedure.
- C.** A representative of the Union who returns to the job at the expiration of a leave of absence granted in accordance with the terms of this Article, will have the period of such leave counted in determining their net credited service and will accrue, during such period of leave, all rights and benefits associated with or determined by net credited service, such as eligibility to vacations, disability, death benefits and pensions.
- D.** A representative of the Union who returns to duty in accordance with the terms of this Article, shall be placed on the payroll at the rate received when such leave of absence was granted, adjusted for any change in wage schedule made during the period of absence, and for changes in location or position in accordance with existing practices and the wage schedules currently in effect. The employee's wage schedule shall be accelerated by reducing the wage schedule intervals by one-half (1/2) until the representative has attained a wage schedule commensurate with their normal wage schedule had they not been on leave of absence.

V. Payment for Joint Conference Time.

When an employee, as an authorized representative of the Union, attends a joint conference with the Company on any day for purposes of collective bargaining grievance procedures, the employee shall be paid for such day an amount that is no greater and no less than would have been paid for a normal shift on that day had such joint conference not been held.

VI. Joint Meetings for Purposes Other Than Processing Grievances.

Joint meetings for purposes other than the processing of grievances may be held between authorized Union representatives and representatives of the Company at any reasonable time upon mutual agreement. Time spent by Union representatives in such meetings will not be paid for by the Company unless the appropriate representative of the Company agrees, in advance, to such payment.

Article 9 Information Furnished to the Union

I. Monthly Information Lists.

As used in this Article, the term “employee(s)” shall mean “regular”, “regular limited term”, “temporary” or “occasional” employees covered by this Agreement.

The Company will furnish to the Union as soon as practicable after the first of each month, a list of information on the payment of dues and information on the status of employees identical to the Union’s Form H-166, effective as of the date of this Agreement, which is incorporated by reference and made a part of this Article. The Company also agrees to furnish the CWA District Office with a current census list each month.

The Company shall provide the Union with data monthly indicating which employees are working in a Virtual Work Environment. Information regarding such employee(s) shall include, but not limited to; Name title, home address, phone number, and assigned territory, as such information becomes available.

II. Additional Information.

The Company agrees to furnish only the information provided in this Article. However, additional information may be furnished as mutually agreed upon by the Company and the Union and reasonable charges may be made for such additional information.

**Article 10
Bargaining Procedures**

All collective bargaining with respect to rates of pay, wages, commissions, hours of work, and other terms and conditions of employment shall be conducted by duly authorized representatives of the Union and the Company respectively. Agreements reached as a result of bargaining shall become effective when executed by authorized representatives of the parties except as otherwise provided therein.

The parties shall inform each other in writing of their duly authorized representatives for such bargaining.

**Article 11
Union Bulletin Boards**

I. Arrangements for Bulletin Boards.

The Company agrees to install bulletin boards for the exclusive use of the Union in locations accessible to employees for whom the Union is the authorized representative.

II. Material Permitted on Bulletin Boards.

The Union agrees to post only notices concerning elections, meetings, reports and other official Union business, and notices of social and recreational activities. The Union agrees, further, that it will post no matter which is against the interest of the Company’s operations or the business.

Article 12
Distribution of Agreement

The Company will notify and provide employees a link to access the copy of the contract on YP InterConnections for all employees to view and print as they wish. The Company will provide printed copies to Local Presidents and CWA International Staff handling YP matters.

Article 13
Nondiscrimination

It is mutually agreed that no discrimination shall be practiced by the Company or the Union, against any employee because of membership or non-membership in the Union, or by the Company against any member or officer because of activities in behalf of the Union.

In a desire to restate their respective policies, neither the Company nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, sexual orientation, national origin, disability status, or age or because the employee is a veteran with a disability, a veteran of the Vietnam era, or a member of another protected group under applicable law.

Article 14
Union Representation at Disciplinary Meetings

I. Representation.

At any meeting whether in person, telephonically, or another electronic format, including live video, between a representative of the Company and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion or dismissal for cause) is to be announced, a Union representative must be present at the request of the employee. The parties agree that any meeting in which an employee is to receive a warning, suspension, or termination discipline from the Company, the meeting shall be conducted in person, at a mutually agreeable location.

II. Waiver of Union Representation.

Should the employee waive Union representation during a disciplinary meeting, the employee shall be requested to sign Form MYP-86, Employee Waiver of Union Representation, referred to in Exhibit G.

Article 15
Responsibility of Management

The Union recognizes that it is the right of the Company to act with just cause in the dismissal, suspension, or demotion of any employee and to maintain order and efficiency of operation.

Article 16
Employment Not Guaranteed

No provision in this Agreement shall constitute a guarantee of employment or continuity of employment.

Article 17
Seniority

I. Seniority.

Seniority, for the purpose of this Agreement, shall be determined by the length of continuous service (net credited service) of the employee in YP Holdings/AT&T/Ameritech Publishing Inc less deductions for leaves of absence and less periods of absent time on account of layoffs in excess of six (6) months in any period of twelve (12) consecutive months. In the case of an employee who has had previous credited service of six (6) months or more, credit is allowed for such service after return from a break in service of less than six (6) months and for breaks in service of six (6) months or more, after five (5) years of net credited service.

II. Seniority Application.

Subject to the requirements of protecting the needs of the business, seniority shall govern in matters affecting assignment of vacations, transfers, assignment of shifts, assignment of basic workweeks, layoffs, and reemployment after layoffs, pursuant to the Articles, Sections and Appendices of this Agreement covering these matters.

III. Same Net Credited Service Date.

In the case of employees with the same net credited service, seniority shall be determined by listing such employees in alphabetical order in accordance with the letters of the surname as listed on the Company's payroll records. In case there should be more than one such employee with the same surname, the letters of the first name will be used to determine the alphabetical order of seniority. The employee whose name appears first on such list shall be considered as having the greater seniority.

IV. A YP Midwest Management employee who moves into the bargaining unit shall be granted seniority in the following manner:

A. An employee previously covered by any Ameritech, SBC or AT&T Collective Bargaining Agreement shall immediately be granted the amount of seniority established as of the date the previous bargaining unit employment ended. After he or she accumulates an additional twenty-four (24) consecutive months of seniority within the Bargaining Unit, the employee shall be credited with seniority equal to their total net credited service (plus any additional seniority credited under section I above).

- B. An employee not previously covered by any Ameritech, SBC or AT&T Collective Bargaining Agreement shall be credited with seniority equal to their total net credited service after he or she accumulates an additional twenty four (24) consecutive months for seniority within the bargaining unit (plus any additional seniority credited under section I above).

Article 18

Wage Administration

I. Basic Wage Rates.

Basic wage rates and locations for each job classification and wage zone are shown in wage progression schedules included in Exhibit A.

II. Existing Job Classifications and Schedule Progression.

Each employee will be assigned a job classification and to an appropriate wage progression schedule included in Exhibit A. Thereafter, wage progression will generally be in accordance with the wage progression steps.

III. Credit for Previous Training or Experience.

New employees with specialized training or experience may be given wage progression schedule credit not to exceed the actual length of such training or experience.

IV. Reassignments.

A. Same Maximum Rate.

When an employee is reassigned to a job classification with the same maximum rate as applied to the employee's previous job classification, there shall be no change in the employee's wage rate.

B. Higher Maximum Rate.

When an employee is promoted to a job classification having a higher maximum rate, the wage progression schedule credit shall be the same as in the schedule from which promoted and the employee's wage rate shall be increased effective with the first full payroll period on the new assignment.

C. Lower Maximum Rate.

In the case of a demotion, voluntary or involuntary, to a job classification with a lower maximum rate, the employee's rate on the wage progression schedule for the lower rated job classification will be the rate applicable for the employee's wage progression schedule. Employees wage rate shall be decreased effective with the first full payroll period on the lower rated job classification.

Article 19

Job Classifications and Promotions

The authorized job classifications and wage progression schedules applicable to work performed by employees covered by this Agreement are shown in Exhibit A. Employees shall be classified as to job, based upon the principal duties they regularly perform. They may be required to perform duties within their job classification as well as duties of other job classifications.

I. Promotion and Refusal Of

- A. Promotions to jobs included under this Agreement shall be based on full consideration by the Company of, ability, and qualifications. If the choice rests between two (2) or more employees whose qualifications for the job are substantially equal, seniority shall govern the selection.

Employees shall have the right to refuse a promotion without affecting their status.

**Article 20
New Job Classifications**

I. Notification.

Whenever the Company determines it appropriate to create a new job classification in the bargaining unit, or to restructure or redefine an existing one, it shall provide advance notice of that action to the Union in writing. Such notice shall include the classification, a job description of the duties for such classification, and the initial wage schedule for such classification. Following such notice, the Company may proceed to staff such classification.

II. Right to Discuss.

- A. Within thirty (30) days from receipt of such notice, the Union may initiate negotiations concerning the initial wage schedules which the Company has established for the new or restructured classification.
- B. If negotiations are not so initiated, the initial wage schedules set by the Company shall remain in effect.
- C. If agreement is reached between the parties within sixty (60) days following the Union's receipt of notice from the Company concerning the initial wage schedules, the agreed upon wage schedules shall be implemented as of the date of such agreement.
- D. If negotiations are initiated pursuant to Paragraph II-A above, and if the parties are unable to reach agreement on a wage schedule for the new or restructured classification within sixty (60) days following the Union's receipt of notice from the Company, the Union may, within thirty (30) days of the expiration of the sixty (60) day period for negotiations, demand that the issue of an appropriate wage schedule for the new or restructured classification be submitted for resolution to a neutral third party, to be selected by mutual agreement from among those who possess acknowledged expertise in the area of employee compensation. The parties may submit all evidence deemed relevant to the issue to the neutral third party. At the request of either party, a hearing shall be held to receive such evidence. Any such meeting or hearing shall be held within thirty (30) days after the matter

is referred to the neutral third party, who shall render a written decision as to an appropriate wage schedule based on the outside market for the new or restructured classification within sixty (60) days of the date that the matter is first referred for resolution. In the event the neutral third party determines that a different schedule of rates is appropriate, the new schedule shall be placed in effect as of the date of the neutral third party's decision. The procedures set forth in the prior paragraph, above, shall be the exclusive means by which the Union may contest the wage schedule which the Company sets for any new or restructured job classification.

Article 21

Classification and Treatment of Regular Limited Term, Temporary, Occasional and Part-Time Employees

I. Regular Limited Term, Temporary and Occasional Employees.

A. Occasional Employee.

An occasional employee is one who is engaged on a daily basis for a period of not more than one hundred (100) days in any calendar year, regardless of the length of the daily or weekly assignments. An occasional employee who actually works more than one hundred (100) days in a calendar year will be reclassified as a temporary, regular limited term or regular, full or part-time employee, as appropriate.

B. Overtime for Occasional Employees.

Overtime will be paid for hours worked in excess of forty (40) hours during a workweek at the rate of one and one-half (1 ½) the employee's basic hourly wage rate.

C. Temporary Employees.

Temporary employees are those employees engaged for a specific project or series of projects or other work assignments deemed appropriate by management with the understanding that their employment is to terminate within one (1) year. Any temporary employee working beyond one (1) year will be reclassified to regular limited term or regular, full or part-time employee, as appropriate.

D. Regular Limited Term Employee.

A regular limited term employee is one hired for a specific project or series of projects or other work assignments deemed appropriate by management with the understanding their employment is expected to continue for more than one (1) year but, unless mutually agreed to by the Company and the Union, not longer than twenty-four (24) months.

II. Part-Time Employees.

A. Part-Time Employees.

Part-Time employees are those employees who are normally scheduled to work less than forty (40) hours per week.

B. Classification and Treatment of Part-Time Employees.

The classification of a regular, regular limited term, temporary or occasional part-time employee is based on the employee's "part-time equivalent workweek", which shall be

determined prospectively by dividing the employee's total normally scheduled hours per month by 4.35 and rounding the result to the next higher whole number. (Illustration: 68 hours per month divided by 4.35 equals 15.6 rounded to a "part-time equivalent workweek" classification of 16.)

The part-time equivalent workweek classification of each part-time employee shall be reviewed by the Company no less often than every six (6) months on January 1 and July 1 of each year and adjusted on a prospective basis, if appropriate. In determining whether such adjustment is appropriate, the Company will consider the actual average number of hours worked per month during the preceding six (6) month period and the likelihood that such number of work hours will continue for a reasonably foreseeable period of time except that any hours worked which are paid at the overtime rate shall not be counted in computing the average number of hours worked.

C. Wage Schedule for Part-Time Employees.

A part-time employee shall be paid on a pro rata basis based upon the ratio of any such part-time employee's equivalent workweek to the normal workweek of a comparable full-time employee.

D. Overtime for Part-Time Employees.

Payment to a part-time employee for hours worked in excess of forty (40) hours during a workweek shall be made at the rate of time and one-half (1-1/2) the employee's basic hourly wage schedule. Part-Time employees will generally not work more than forty (40) hours per week, except in abnormal or emergency business situations.

III. Benefit Payments.

A. Eligibility.

Regular part-time and regular limited term employees

B. Participation Levels.

Payments to a regular part-time or a regular limited term part-time employee for sickness disability, accident disability or death benefits under the "Plan for Employees", Disability and Death Benefits" or applicable successor plan, vacations, holidays, anticipated disability leave, sickness absence (not under the "Plan for Employees' Pensions, Disability and Death Benefits" or applicable successor plan) or termination allowance shall be prorated based on the relationship of the individual part-time employee's "part-time equivalent workweek" to the normal workweek of a comparable full-time employee in the same job classification and work group.

C. Participation in Special Plans.

Regular part-time and regular limited term part-time employees shall, if otherwise eligible to participate under the terms of such plans, be eligible for coverage under the Comprehensive Health Care Plan, Dental Expense Plan and Vision Care Plan, as follows:

1. Employees whose part-time equivalent workweek classification is sixteen (16) hours or less shall be eligible by enrollment and payment of 100% of the premiums for such coverage.

2. Employees whose part-time equivalent workweek classification is seventeen (17) hours through twenty-four (24) hours shall be eligible by enrollment and payment of 50% of the premiums for such coverage.
3. Employees whose part-time equivalent workweek classification is twenty-five (25) hours or more shall be eligible for such coverage on the same basis as a regular full-time employee.

Article 22

Grievance Procedure

The mutual objective of the Company and the Union is to settle all problems at the lowest appropriate level. Both parties agree that problems should first be discussed in order to resolve them to the greatest extent possible. Problems, and written grievances should they arise, will all receive just and speedy consideration, and will all be handled without discrimination.

I. Definition and Use of Procedure.

A grievance is a complaint involving the interpretation or application of any of the provisions of this Agreement. It is agreed between the Company and the Union that the Grievance Procedure will be the means utilized for the settlement of any grievance.

II. Communication.

The parties agree that grievance resolution will be facilitated by timely and candid communication with each other, to the extent possible, on a local basis. While management maintains the right and responsibility to make decisions which affect the business, it will attempt to communicate with the Union.

III. Steps and Representation.

If a mutually agreeable settlement has not been reached through discussion, the Company and the Union have the obligation to process grievances at each step of the Grievance Procedure. Grievances will be processed in accordance with the following:

- A. For purposes of attendance at meetings, the parties agree that they will recognize only those representatives of the other party who have been duly authorized according to the provisions of Article 7, Authorized Representatives of the Union and the Company. Either party's attendance at such meetings shall be satisfied by the physical presence of a duly authorized representative of each party. Additional authorized representatives may attend such meetings telephonically, or via other electronically-assisted means.
- B. The parties shall be entitled to equal representation in meetings, except that neither party shall have more representatives than indicated below unless the number is increased by mutual consent.
- C. The presentation of a grievance of an unusual nature directly to a higher level of management may occur, provided such presentation is mutually acceptable to the parties who will process the grievance and provided such level of management shall not be of a higher rank than designated in Step 2.

- D. Unless otherwise agreed to by the Union and the Company, the grievant shall only participate in Step 1 of the Grievance Procedure.

IV. Grievance Meetings.

An earnest effort shall be made at each step of the Grievance Procedure by the appropriate Union and Company representatives to meet in a timely manner and to settle grievances to the satisfaction of both parties.

- A. Meetings between authorized representatives of the Union and the Company shall be held upon reasonable notice by either party to the other and at times mutually agreed upon.
- B. During meetings, the representatives of both parties shall present any pertinent information which may have a bearing upon the issue involved.
- C. Upon request, the Company will provide all records or information relevant to the grievance to an authorized representative of the Union.
- D. Both the Company and the Union have a right to investigate the relevant facts relating to the grievance and the parties agree to assist each other in the conduct of such investigation.

V. Written Grievances.

Grievances may be presented as follows:

- A. After an employee has placed a grievance in the hands of the Union and a Union representative has informed the Company that the Union will represent the employee in handling such grievance, the Company will not endeavor to settle such grievance with the employee without the consent of the Union.
- B. Grievances must be presented in writing on a mutually agreed upon form (Exhibit E) and shall contain:
 - 1. A brief but clear statement of the grievance, including the date or dates of the complaint leading to the grievance;
 - 2. The name or names of the employee(s) aggrieved; and
 - 3. The specific provision or provisions (Article(s) and Section(s)) of the Agreement which have allegedly been violated.

	Maximum # Attending Mtgs		
<u>Step</u>	<u>For Each Party</u>	<u>Company Representative</u>	<u>Union Representative</u>
1 st Step	3	Immediate supervisor or manager of the Aggrieved Employee or Designated Representative	Representative from Local having jurisdiction over the Aggrieved Employee's work group
2 nd Step	3	District Manager/Director of the Aggrieved Employee or Designated Representative	Officer from the Local representing the Aggrieved Employee or Chairperson of the Grievance Committee of such Local and such other Representatives Union as the Union may select
3 rd Step	1	Director-Labor Relations or Designated Representative	International Representative or Designated Representative

C. Steps.

Step 1 — A written grievance may be submitted by the Union to the Company no later than thirty (30) calendar days after the incident occurs or the grievance shall be considered closed.

Step 2 — A written appeal may be submitted by the Union to the Company if the grievance was not satisfactorily settled at Step 1. If the Union does not submit such written appeal within thirty (30) calendar days from receipt of the Company's written statement in Step 1, the grievance shall be considered closed.

Step 3 — A written appeal may be submitted by the Union to the Company if the grievance was not satisfactorily settled at Step 2. If the Union does not submit such written appeal within thirty (30) calendar days from receipt of the Company's written statement in Step 2, the grievance shall be considered closed.

VI. Request to Arbitrate.

If a grievance which is arbitrable under Article 23, Arbitration, cannot be settled within thirty (30) calendar days after the date of the initial meeting at the third step, it may be referred to arbitration. However, if a grievance is not settled or referred to arbitration by the Union within seventy-five (75) calendar days after the initial meeting at the third step, it shall be closed without further recourse within the Grievance or Arbitration procedures.

- A. It is the intention of the parties in this case to close all grievances upon the expiration of such period, whether they be arbitrable or nonarbitrable, but this action does not set precedent for other grievance or arbitration cases.
- B. The parties agree that the first twelve (12) months of net credited service for a non-commission compensated employee and the first twenty-four (24) months of net credited service for a commission compensated employee shall be considered as a probationary period and that any dismissal effective during such period shall not be subject to arbitration.

VII. Excused Absences and Pay Treatment.

Authorized representatives of the Union, for the handling of grievances, shall be permitted to absent themselves from work in connection with grievance matters, in accordance with the following:

- A. Authorized union representatives will be excused during their regularly scheduled hours, provided they have given their immediate supervisor notice of the intended absence. Supervisors and union representatives will cooperate in order to meet the needs of the business and to resolve grievances in a timely manner.
- B. The Company shall pay authorized representatives of the Union, who are Company employees, for time spent solely in joint meetings with management processing grievances at any one of the first two steps of the Grievance Procedure, which results in absence from regularly scheduled hours. Such paid time shall be considered as time worked for the purpose of computing overtime.

- C. Other Union officials or other employees may attend joint meetings between Company representatives and Union committees of which they are not authorized members, provided it is mutually agreed, in advance, by the appropriate authorized representatives of the parties that the presence of such official or employee is required at the meeting. Time so spent which results in absence from regularly scheduled hours shall be considered as time worked and paid for by the Company only if the appropriate Company representative agrees in advance to such payment.

VIII. Reinstated Employees.

If, as a result of the Grievance or Arbitration procedure, an employee dismissed by the Company is reinstated with reimbursements, the following shall apply:

- A. Any reimbursement whether partial or total, which may be granted to the employee for time lost will be computed on basic pay or average earnings, if applicable, less the amount of termination pay received from the Company, and any amount paid to or receivable by the employee as wages in any other employment, and any amount paid to or receivable by the employee as unemployment benefits under any present or future law.
- B. Unless otherwise agreed to by the parties, in the event of such reinstatement, the period of continuous service shall be considered for all purposes as if the dismissal had not occurred and as if the employee had remained on the payroll.

IX. Extension of Time Limits.

The time for taking any steps under this Article may be extended or modified in any instance by mutual agreement of the parties.

X. Settlement with Individual Employee(s).

Nothing in this Agreement shall be construed as restricting the right of an individual employee or a group of employees to settle any grievance with the Company through the regular channels of the Company's administrative organization, provided such settlement is not inconsistent with the terms of this Agreement and provided a representative of the Union has been given an opportunity to be present at such settlement.

**Article 23
Arbitration**

I. Eligibility for Arbitration.

The provisions for arbitration shall apply only to the matters made specifically subject to arbitration in the following paragraph.

If at any time the parties are unable to resolve differences regarding any provision of this Agreement through full and complete use of the grievance procedure set up by Article 22, Grievance Procedure, the matter shall be arbitrated upon written request of either party of this Agreement to other.

The procedure for arbitration shall be as follows:

II. Selection of the Arbitrator.

- A. Within fifteen (15) calendar days after the filing of the request for arbitration, the President of the Union or the President's authorized representative shall meet with the Director-Labor Relations or the Director's authorized representative to select an impartial arbitrator.
- B. In the event the persons named in Paragraph II-A fail to agree upon the selection of an arbitrator within thirty (30) calendar days after the date shown on the request for arbitration, the party requesting arbitration may within five (5) calendar days after the expiration of such thirty (30) day period, request the Federal Mediation and Conciliation Service, Washington, D.C., to furnish the Union and the Company a list of seven (7) arbitrators, of whom at least five (5) shall be members of the National Academy of Arbitrators. If the parties are unable to select an arbitrator by agreement, the arbitrator shall be designated from the list by each party, beginning with the party requesting arbitration, alternately striking three (3) names. If no arbitrator has been designated within fifteen (15) calendar days after the date shown on the Federal Mediation and Conciliation Service letter transmitting the list of arbitrators, the right to arbitrate the grievance shall be forfeited and the grievance closed without further recourse under this Agreement.
- C. If within thirty-five (35) calendar days after the date shown on the request for arbitration, no arbitrator has been agreed upon or no request has been made by the party requesting arbitration to the Federal Mediation and Conciliation Service, Washington, D.C., for a list of arbitrators, as provided in Paragraph II-B, the right to arbitrate the grievance shall be forfeited and the grievance closed without further recourse under this Agreement.

III. Arbitration Hearing and Awards.

The arbitration hearing shall be started within fifteen (15) calendar days, if practicable, of the selection of the impartial arbitrator and carried to a conclusion as expeditiously as possible. A decision and award by the impartial arbitrator shall be rendered within fifteen (15) calendar days, if feasible, of the completion of the hearing.

The impartial arbitrator shall have the power to decide whether or not a particular finding shall have retroactive effect, provided, however, that no retroactivity shall predate the Union's demands for arbitration.

IV. Authority of the Arbitrator.

The arbitrator shall have no authority to add to, subtract from, or modify any provisions of this Agreement. The decision of the impartial arbitrator will be final and the Company and the Union agree to abide by such decision.

V. Expenses of Arbitration.

The compensation and expenses of the impartial arbitrator and the general expenses of the arbitration shall be borne by the Company and the Union in equal parts. Each party shall bear the expense of its representatives and witnesses.

VI. Request for Arbitration.

Any request for arbitration must be in writing and shall be made within seventy five (75) calendar days after the date of the initial meeting at the third step of the grievance procedure unless the failure to make such request shall be excused by the Arbitrator because of extraordinary circumstances, including, but without limitation, newly discovered or previously unavailable material evidence that could not have been discovered or produced by reasonable diligence.

Article 24

Expedited Arbitration Procedure

I. Eligibility for Expedited Arbitration.

In lieu of the procedures specified in Article 23, Arbitration, of this Agreement, any grievance involving the suspension of an individual employee, except those which also involve an issue of arbitrability, contract interpretation, or work stoppage (strike) activity and those which are also the subject of an administrative charge or court action, shall be submitted to arbitration under the Expedited Arbitration Procedure, set forth as follows, within fifteen (15) calendar days after the filing of a request for arbitration.

II. Election of Expedited Arbitration Procedure.

In all other grievances involving disciplinary action which are specifically subject to arbitration under Article 23, Arbitration, of this Agreement, both parties may, within fifteen (15) calendar days after the filing of the request for arbitration, elect to use the Expedited Arbitration Procedure, set forth as follows. The election shall be in writing and, when signed by authorized representatives of the parties, shall be irrevocable. If such an election is not made within the foregoing time period, the arbitration procedure in Article 23 shall be followed.

III. Selection of Umpires.

As soon as possible after this Agreement becomes final and binding, a panel of three (3) umpires shall be selected by the parties. Umpires shall serve until the termination of this Agreement unless their services are terminated earlier by written notice from either party to the other. The umpire shall be notified of service termination by a joint letter from the parties. The umpire shall conclude services by settling any grievance previously heard. A successor umpire shall be selected by the parties.

IV. Procedure for Expedited Arbitration.

- A.** Umpires shall be assigned to cases in rotating order designated by the parties. If an umpire is not available for a hearing within ten (10) working days after receiving an assignment, the case will be passed to the next umpire. If no one can hear the case within ten (10) working days, the case will be assigned to the umpire who can hear the case on the earliest date.
- B.** The parties shall notify the umpire in writing on the day of agreement, or date of arbitration demands in suspension cases, of their intent to settle a grievance by expedited arbitration. The umpire shall notify the parties in writing of the hearing date.

- C. The parties may submit to the umpire prior to the hearing, a written stipulation of all facts not in dispute.
- D. The hearing shall be informal without formal rules of evidence and without a transcript. However, the umpire shall be satisfied that the evidence submitted is of a type on which the umpire can rely, that the hearing is in all respects a fair one, and that all facts necessary to a fair settlement and reasonably obtainable are brought before the umpire.
- E. Within five (5) working days after the hearing, each party may submit a brief written summary of the issues raised at the hearing and arguments supporting its position.

V. Power of the Umpire.

The umpire has no authority to add to, subtract from or modify any provisions of this Agreement.

VI. Umpire's Decision and its Effects.

- A. The umpire shall render a decision within five (5) working days after receiving the briefs. The umpire shall provide the parties a brief written statement of the reasons supporting the decision.
- B. The umpire's decision shall apply only to the instant grievance, which shall be settled thereby. It shall not constitute a precedent for other cases or grievances and may not be cited or used as a precedent in other arbitration matters between the parties unless the decision or a modification thereof is adopted by the written concurrence of the representatives of each party at the final step of the Grievance Procedure.
- C. In any grievance arbitrated under the provisions of this Article, the Company shall under no circumstances be liable for back pay for more than six (6) months (plus any time that the processing of the grievance or arbitration was delayed at the specific request of the Company) after the date of the disciplinary action. Delays requested by the Union in which the Company concurred shall not be included in such additional time.
- D. The decision of the umpire will settle the grievance, and the Company and the Union agree to abide by such decision.

VII. Extension of Time Limits.

The time limits set forth in this Article may be extended by agreement of the parties or at the umpire's request, in either case only in emergency situations. Such extensions shall not circumvent the purpose of this procedure.

The time limit for requesting arbitration under this Article shall be the same as in Article 23, Arbitration.

VIII. Expenses of Expedited Arbitration.

The compensation and expenses of the umpire and the general expenses of the arbitration shall be borne by the Company and the Union in equal parts. Each party shall bear the expense of its representatives and witnesses.

Article 25
Income Continuation Programs

I. Reassignment Pay Protection Plan.

A. Eligibility and Conditions.

If because of force surplus adjustments, employees are assigned to vacancies where the rate of pay of the new job is less than the current rate of pay of the employee's regular job, the rate of pay will be reduced over a period of time based on the employee's length of service.

B. Pay Reduction Schedules.

1. Force Surplus & Technological Change with Less Than 15 Years Service.

The reductions in pay are effective at periods following reassignment as shown below and are based on the difference in rates for the old and new jobs:

(a) Less Than 5 Years.

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

(b) 5 Years but less than 10 Years.

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

(c) 10 Years or More.

Weeks 1 through 56	No reduction
Weeks 57 through 60	1/3 reduction
Weeks 61 through 64	2/3 reduction
Weeks 65 and thereafter	Full reduction

2. Technological Change with 15 or More Years of Service.

There will be no reduction in pay for an employee with fifteen (15) years or more of net credited service who is downgraded due to technological change for a period of thirty-six (36) months following the effective date of such downgrade. Thereafter the following schedule shall apply:

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

Employees with fifteen (15) years or more of net credited service on the effective date of a downgrade due to technological change during the term of the preceding Agreement and who suffered no reduction in pay during the term of such Agreement shall be treated in accordance with the foregoing thirty-six (36) month period and subsequent schedule of reduction as though both had been in effect on the effective date of their downgrade.

II. Supplemental Income Protection Plan.

A. Eligibility and Conditions.

If, during the term of this Agreement, the Company notifies the Union in writing that technological change (defined as changes in equipment or methods of operation) has or will create a surplus in any job classification in a work location which will necessitate layoffs or involuntary permanent reassignments of regular employees to different job classifications involving a reduction in pay or to work locations requiring a change of residence or if a force surplus necessitating any of the above actions exists for reasons other than technological change and the Company deems it appropriate, employees may elect, in the order of seniority, and to the extent necessary to relieve the surplus, to leave the service of the Company and receive Supplemental Income Protection Plan benefits described in this Section, subject to the following conditions:

1. The Company shall determine the job classifications and work locations in which a surplus exists, the number of employees in such classifications and locations who are considered to be surplus, and the period during which the employees may, if they so elect, leave the service of the Company pursuant to this Section. Neither such determinations by the Company nor any other part of this Section shall be subject to the grievance and arbitration procedures.
2. The number of employees who may make such elections shall not exceed the number of employees determined by the Company to be surplus.
3. An employee's election to leave the service of the Company and receive Supplemental Income Protection benefits must be in writing and transmitted to the Company within thirty (30) days from the date of the Company's offer in order to be effective and it may not be revoked after such thirty (30) day period.

B. Supplemental Income Protection Benefits.

1. Schedule.

Supplemental Income Protection payments for employees, who so elect to leave the service of the Company in accordance with the above provisions shall be based on the employee's basic weekly wage rate, prorated for part-time employees, and term of employment at the time of leaving service and shall be computed in accordance with the following schedule:

Weeks' Pay Used

<u>Term of Employment</u>	<u>To Compute Amount Payable</u>
Less than 6 months	None
6 months but less than 1 yr	1
1 yr but less than 2 yrs	2
2 yrs but less than 3 yrs	3
3 yrs but less than 4 yrs	4
4 yrs but less than 5 yrs	5
5 yrs but less than 6 yrs	6
6 yrs but less than 7 yrs	8
7 yrs but less than 8 yrs	10
8 yrs but less than 9 yrs	12
9 yrs but less than 10 yrs	14
10 yrs but less than 11 yrs	16
11 yrs but less than 12 yrs	19
12 yrs but less than 13 yrs	22
13 yrs but less than 14 yrs	25
14 yrs but less than 15 yrs	28

Plus 4 weeks for each additional full year

2. Benefit Calculation.

The applicable number of weeks multiplied by the employee's basic weekly wage rate, prorated for part-time employees, shall equal the total amount payable to the employee hereunder, but shall in no event exceed \$26,500.00.

3. Benefit Payments.

Supplemental Income Protection benefits shall be paid as follows: one-half (1/2) of the total amount calculated above shall be paid as a lump sum within thirty (30) days after the employee has left service, and the remaining half (1/2) will be paid in equal monthly installments beginning within two (2) months after the employee has left service and continuing until the total amount has been paid.

4. Vacation Payout.

In addition to the Supplemental Income Protection payments described above, the employee will receive a compensation payment for any vacation to which they are entitled at the time of leaving Company service.

C. Reemployment.

If any employee who has received Supplemental Income Protection payments is employed by the Company or employed by YP Midwest Publishing LLC, or a company directly or indirectly owned by said corporation which participates in the YP Pension Plan (YPP), or successors or assigns thereto after the time of leaving service and the number of weeks from the effective date of leaving to the date of employment is less than the number of weeks' pay upon which the total payment was based, exclusive of any payment in lieu of vacation, the amount paid to the employee for the excess number of weeks shall be considered as an advance to the employee by the Company and repayment shall be made

through payroll deductions by the employing Company.

D. Basic Weekly Wage Rate.

As used in this Article, “basic weekly wage rate” does not include shift or temporary differentials, commission pay, premium pay, overtime pay or other extra payments.

E. Leaves of Absence and Intercompany Transfers.

The provisions of this Section do not apply in case of an employee on a leave of absence, or an employee transferred to YP Midwest Publishing LLC, or a company directly or indirectly owned by said corporation.

III. Termination Payments.

A. Eligibility and Conditions.

A regular classified employee who is laid off because of lack of work shall be eligible to a termination payment.

B. Termination Payment Benefits.

1. Payment Calculation.

The amount of termination payment shall be based on the employee’s basic weekly wage rate and term of employment as indicated by the employee’s net credited service date, at the time of leaving the employment of the Company.

(a) **Schedule** - The termination payment shall be calculated in accordance with the following schedule:

For employees hired before August 11, 2013

<u>Net Credited Service</u>	<u>Amount Payable</u>
Less than 6 months	None
6 months but less than 1 yr	1
1 yr but less than 2 yrs	2
2 yrs but less than 3 yrs	3
3 yrs but less than 4 yrs	4
4 yrs but less than 5 yrs	5
5 yrs but less than 6 yrs	6
6 yrs but less than 7 yrs	8
7 yrs but less than 8 yrs	10
8 yrs but less than 9 yrs	12
9 yrs but less than 10 yrs	14
10 yrs but less than 11 yrs	16
11 yrs but less than 12 yrs	19
12 yrs but less than 13 yrs	22
13 yrs but less than 14 yrs	25
14 yrs but less than 15 yrs	28

<u>Net Credited Service</u>	<u>Amount Payable</u>
15 yrs but less than 16 yrs	32
16 yrs but less than 17 yrs	36
17 yrs but less than 18 yrs	40
18 yrs but less than 19 yrs	44
19 yrs but less than 20 yrs	48
20 yrs but less than 21 yrs	52
21 yrs but less than 22 yrs	56
22 yrs but less than 23 yrs	60
23 yrs but less than 24 yrs	64
24 yrs but less than 25 yrs	68
25 yrs but less than 26 yrs	72
26 yrs but less than 27 yrs	76
27 yrs but less than 28 yrs	80
28 yrs but less than 29 yrs	84
29 yrs but less than 30 yrs	88

For employees hired on or after August 11, 2013

<u>Net Credited Service</u>	<u>Amount Payable</u>
Less than 6 months	None
6 months but less than 1 yr	1
1 yr but less than 2 yrs	1
2 yrs but less than 3 yrs	2
3 yrs but less than 4 yrs	2
4 yrs but less than 5 yrs	2
5 yrs but less than 6 yrs	3
6 yrs but less than 7 yrs	5
7 yrs but less than 8 yrs	6
8 yrs but less than 9 yrs	7
9 yrs but less than 10 yrs	9
10 yrs but less than 11 yrs	12
11 yrs but less than 12 yrs	12
12 yrs but less than 13 yrs	14
13 yrs but less than 14 yrs	16
14 yrs but less than 15 yrs	17
15 yrs but less than 16 yrs	19
16 yrs but less than 17 yrs	21
17 yrs but less than 18 yrs	23
18 yrs but less than 19 yrs	24
19 yrs but less than 20 yrs	27
20 yrs but less than 21 yrs	29
21 yrs but less than 22 yrs	31
22 yrs but less than 23 yrs	34
23 yrs but less than 24 yrs	36
24 yrs but less than 25 yrs	38

<u>Net Credited Service</u>	<u>Amount Payable</u>
25 yrs but less than 26 yrs	40
26 yrs but less than 27 yrs	43
27 yrs but less than 28 yrs	45
28 yrs but less than 29 yrs	47
29 yrs but less than 30 yrs	50
30 yrs or more	52

- (b) **Fractional Years** - In addition to the payment authorized above, a regular employee having more than one (1) year of net credited service shall receive payment for fractional years of service completed exclusive of fractional months. Such payment will be computed by applying the ratio of completed months to twelve (12) months against the payment that would have been received for that year had the entire year of service been completed.
- (c) **Basic Weekly Wage Rate** - For noncommissioned employees, a termination payment shall be based on the employee's basic weekly wage rate at the time of separation. For commissioned employees, a termination payment will be based on the employee's average earnings for the previous 12 month period at the time of separation.
- (d) **Vacation Payout** - The above payment shall be in addition to any separation payment in lieu of vacation to which the employee may be entitled.

C. Reemployment.

1. As a Regular Employee.

An employee reemployed as a regular employee following a layoff will return to the Company such portion of any termination payment received as is in excess of full pay at the time of layoff, computed in the manner outlined above, for each full or partial week out of service. Repayment may be made in full or through payroll deduction at a rate of not less than ten (10) percent of the current basic weekly wage rate or a larger amount if the approval of the employee involved is obtained, until the excess amount is fully repaid.

2. Layoff Following Reemployment.

A reemployed employee who has received a termination payment and who is again laid off will be paid the difference between the computed payment to which they are eligible and the net amount of any payment which they may have received due to any previous layoff.

3. Defined.

"Reemployed", as listed above, is defined to mean hiring into an employment relationship with YP Midwest Publishing LLC., or a company directly or indirectly owned by said corporation which participates in the YP Pension Plan (YPP), or successors or assigns thereto.

Article 26
Force Adjustment

I. Part-Timing and Layoff Procedures - Non-Sales.

Whenever the Company considers it necessary to part-time or layoff regular employees in non-sales roles, such force adjustments as it may deem necessary shall be made effective by part timing or layoffs or both, of regular employees by location within a departmental unit. When layoffs are involved, seniority shall be applied on the following basis to displace the least senior employees in the applicable departmental unit(s):

- A. "Departmental unit" defined in order of consideration as (1) work units, and then (2) location shown in Exhibit B and any other future work units created within those locations.
- B. The designated representative of the Union shall be notified at least twenty-eight (28) calendar days in advance of such contemplated force reduction programs.
- C. In the event the Company and the Union cannot agree on a plan for affecting a contemplated force reduction program within fourteen (14) calendar days following the date of the Company's notification to the Union, the force adjustments shall be carried out in accordance with the following successive steps:
 - 1. Regular Limited Term, temporary and occasional employees shall be laid off from the affected departmental unit first.
 - 2. Layoff in inverse order of seniority employees with less than two (2) years of net credited service.
 - 3. In the event the necessary reduction contemplated by the force reduction program is not fully accomplished by the above measures, either part-timing or further layoffs will be affected as shown below:
 - a) If part-timing is used, there shall be a uniform reduction in the scheduled work time not to exceed on the average of one day per week among employees performing essentially the same type of work in the location affected.
 - b) If layoffs are made, a sufficient number of employees with two (2) or more years of net credited service shall be laid off in inverse order of seniority from the affected departmental unit.

II. Part-Timing and Layoff Procedures – Sales

Whenever the Company considers it necessary to part-time or layoff employees in telesales or outside sales roles, such force adjustments as it may deem necessary shall be made effective by part timing or layoffs or both, of such telesales or outside sales employees by on the following basis:

- 1. Upon determination of the number of individuals reporting to a Market Manager, who will be impacted for layoff by title, senior volunteers within that pool and title may

first offer to exit the business. Such requests shall be reviewed based upon the needs of the business;

2. After all such senior volunteers have been determined, if additional reductions are required, YP shall stack rank employees within the impacted pool and title from top performance to bottom performance, utilizing performance data from the immediate preceding 24 months of service, as available. For Senior Account Managers, and Account Managers, such performance data shall include retention measurements, increased revenue dollars, and increased number of accounts. For Sales Executives, such performance data shall include new revenue, and number of new accounts. For Telesales/Delinquent Sales Reps, the Company agrees to discuss with the union the performance measurements to be used for the purposes of layoffs under this Article, prior to such layoffs. Other objective performance data may be utilized for the ranking purposes of this Article, provided that YP first notifies the Union of the use of such measures and explains the reasons for such usage, upon request;
3. The performance ranked list shall be divided into quartiles and each quartile reordered within, based on the highest seniority at the top, and lowest seniority at the bottom of each quartile;
4. Force reduced/laid off employees shall be selected beginning with the employees at the bottom of the lowest quartile, and working up the list, into the second lowest and other quartiles, as necessary.
5. It is understood that this revised layoff procedure shall not be applicable until transition from current roles to new roles, pursuant to Sales Roles and Compensation rollout.

III. Rehiring After General Layoffs.

In rehiring after a general layoff, the Company shall offer reemployment in the order of seniority within the work unit applicable at the time of layoff to regular full-time laid off employees who at the time of layoff were performing services essentially the same as required for the vacancy; provided, however, that the period of layoff of such employee does not exceed one (1) year. Such rehiring shall be subject to the following:

- A. Such former employee must keep the Company informed as to how the employee can be reached. Upon receiving an offer of reemployment the employee shall indicate acceptance promptly and shall report for work within fourteen (14) calendar days from the date such reemployment is offered.
- B. Such former employee upon reengagement shall receive the rate of pay which the employee received at the time of layoff, adjusted for any change in wage level since the layoff, and also adjusted for any change in location or job classification.
- C. In the event of an emergency, or to meet peak load conditions, laid off employees shall be called in their order of seniority. If they cannot be reached or if they are unable to report for work immediately, occasional or temporary employees may be employed.

- D. If an offer of reemployment for a regular full-time position is not accepted, the employee will be considered as resigned and no further offers of reemployment will be made.

Article 27
Hours and Days of Work

No provision of this Agreement shall constitute a guarantee that forty (40) hours or five (5) full shifts per week shall constitute either the minimum or maximum number of hours of work which may be required by the Company of any employee. The number of hours to be worked is governed by work loads, business requirements, and the law.

I. Hours of Work.

A shift shall be the hours of work scheduled for an individual employee for a particular day.

II. Normal Workweek.

A normal workweek shall not be more than five (5) full shifts or four (4) full shifts and two (2) half shifts occurring during a calendar week extending from the first shift starting after Saturday midnight to and including the last shift starting before midnight on the following Saturday.

Weekly schedules and shifts will be arranged to fit the needs of the business.

III. Starting and Quitting Time.

Employees shall report on the job or at a specified location at the designated starting time. Employees shall not leave the job until the designated quitting time unless instructed to be at a specified location at quitting time.

IV. Meal and Relief Periods.

A shift shall include break(s) and exclude lunch:

All employees shall be assigned a fifteen (15) minute break(s) in the following manner:

<u>Hours Worked in Tour</u>	<u>Number of Breaks</u>
Less than 3 hours	0
3 to 5 hours	1
More than 5 hours	2

V. Schedule Assignments (excluding sales employees).

A. Company Initiated Changes.

When a shift within an employee's normal workweek is changed by the Company from one day to another, the employee shall be notified of the change forty-eight (48) hours in advance of the starting time on the earliest day involved in the change. If such notice is not given, the employee shall be paid time and one-half (1-1/2) for the hours worked on the newly scheduled day.

B. Employee Initiated Changes.

Changes in weekly schedules or daily shifts, if requested by the employee, shall be handled without penalty to the Company for inadequate notice provided such changes can be arranged with the consent of the supervisor and the employees involved without detrimental effect to the business or the job.

**Article 28
Overtime**

I. Eligibility.

As used in this Article, the term “employee(s)” shall mean all regular and temporary employees and all title classifications except:

Account Executive - Premises
New Media Account Executive - Premises

II. Scheduling.

Employees shall be required to work overtime and during nonscheduled periods when required by the needs of the business. A supervisor or some other employee designated by the Company shall authorize all overtime.

III. Notification.

When employees are required to work overtime, they will, whenever possible, be given notice not later than the beginning of their regular relief period immediately preceding the start of the overtime period.

IV. Payment.

Overtime (except on a holiday), shall be paid at one and one-half (1-1/2) times the basic weekly wage rate for time worked in excess of forty (40) hours in one calendar week or eight (8) hours in one shift and two times (2x) the basic weekly wage rate for hours worked in excess of forty-nine (49).

An employee who is called to work overtime shall be paid for not less than two (2) hours of overtime provided such overtime does not continue to the beginning of a scheduled hour or does not immediately follow a scheduled hour, in either of which events the minimum payment does not apply. Overtime shall be considered as “immediately” following a scheduled hour even though separated from the scheduled hour by a meal period.

**Article 29
Sunday Pay**

Time worked from midnight to midnight on Sunday shall be paid for at the rate of time and one-half (1-1/2) but shall be considered as straight time for purposes of Article 28, Overtime. A Sunday premium shall not be paid for any shift for which time and one-half (1-1/2) is otherwise paid.

The provisions of this Article do not apply to Account Executive – Premises nor New Media Reps.

Article 30
Holiday Work and Payments

I. Holidays Observed.

- A. Ten holidays will be authorized as follows:
- New Year's Day
 - Martin Luther King
 - Presidents Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Friday immediately following Thanksgiving Day
 - Christmas Eve Day
 - Christmas

II. Holiday Week

The week between Christmas and New Year's ("Holiday Week") will be paid time off for regular full-time or part-time and regular limited term employees provided the needs of the business permit, and they are on the active payroll during the Holiday Week. The following will be the scheduled days of the Holiday Week:

- 2016 – Dec 27, 28, 29, 30
- 2017 – Dec 27, 28, 29
- 2018 – Dec 26, 27, 28, 31

An employee who is scheduled to work on any day of the Holiday Week will be paid at the regular rate of pay and will be granted time off at the regular rate of pay following the holiday. Such days off will be scheduled within twelve (12) months of the Holiday Week.

III. Definition of Holiday Pay Treatment.

The term "holiday" as used in this Agreement shall mean the day observed by the Company as the holiday. Holiday pay treatment shall apply to shifts starting on the observed holiday.

IV. Payment for Holidays Not Worked.

- A. A regular, regular limited term or temporary employee, full-time or part-time, not required to work on a recognized holiday shall be paid the basic hourly wage rate for the number of hours normally worked on that day.
- B. No payment will be made if the holiday falls in a period of absence when the employee is on leave of absence.

- C. Such excused time shall be considered as time worked for the purpose of computing overtime pay.
- D. An employee who is absent the last shift of the day immediately preceding or the first shift of the day immediately following the holiday shall not be paid for the holiday unless the absence was excused or unless the employee works the holiday.

V. Payment for Time Worked on a Holiday.

- A. When an employee, whose weekly schedule includes the holiday, is scheduled to work on the holiday, the employee shall be paid two and one-half (2-1/2) times the basic weekly wage rate for all hours worked.
- B. Employees scheduled to work on a holiday but who are absent are treated as if they were not scheduled to work on the holiday.

VI. Time Off for Non-observed Holidays.

Local management will make a serious effort to allow employees who wish to be excused on non-observed holidays to use an Excused Work Day, Floating Holiday or vacation day in accordance with Article 30, Holiday Work and Payments, Article 32, Excused Work Days, or Article 33, Vacations and based on the needs of the business. Such request to be excused from work must be received by the requesting employee's supervisor no less than two (2) weeks before the observation of the holiday.

**Article 31
Night Shift Differentials**

I. Eligibility.

This Article shall be applicable to regular, regular limited term and temporary employees whose job classifications are listed in Exhibit A, except employees assigned to the job classifications of New Media Account Executive - Premises, Account Executive - Premises and Account Representative - Premises.

II. Shift Times.

"Night Shifts" are those shifts ending at or between 8:00 p.m. and 5:59 a.m.

III. Differential Payment.

A night shift employee shall be paid a weekly night shift differential in an amount equal to ten percent (10%) of the employee's basic weekly wage rate. The daily night shift differential shall be one-fifth (1/5) of the weekly differential.

IV. Payments for Partial Shifts.

A night shift differential shall be paid to an employee who works only part of a scheduled night shift provided one (1) hour of the scheduled time worked falls within the night shift hours set forth above.

Article 32
Excused Work Days

I. Eligibility.

As used in this Article, the term “employee(s)” shall mean regular employees. Each employee who has at least six (6) months of net credited service on January 1 of a calendar year shall be eligible for three (3) excused work days with pay.

II. Payment.

Employees who do not work on their paid Excused Work Day shall be paid for the day as if for a normal or standard day worked provided they are on the active payroll of the Company on that Excused Work Day. Employees assigned to the titles Account Executive – Premises, Account Executive - Telephone, and New Media Account Executive – Premise shall be paid based on an employee’s basic wage rate only.

III. Scheduling Excused Work Days.

One paid Excused Work Day in each calendar year may be designated by the Company for employees in an administrative work group (as designated by the Company) or in any larger group, including the entire Company. Employees (except occasional employees) in any such group for which an Excused Work Day is designated by the Company and who are not otherwise eligible for a paid Excused Work Day shall be excused and paid for such designated day as set forth in Paragraph II, provided they are on the active payroll of the Company on the designated Excused Work Day. Requests must be made prior to the employee’s scheduled shift.

IV. Employees Absent for Other Reasons on Their Excused Work Days.

Employees who are on vacation or absent with pay on their paid Excused Work Day for reasons other than having observed it as an Excused Work Day, shall have their paid Excused Work Day rescheduled if a vacation day would have been rescheduled under the same circumstances.

V. Employees Working on Their Paid Excused Work Day.

If employees agree to work on their paid Excused Work Day and the Company determines that the day cannot be rescheduled, they shall be paid as applicable in accordance with the following:

- A. Employees who agree to work shall receive one (1) day’s pay as set forth in Paragraph II above in lieu of their Excused Work Day and shall in addition be paid in accordance with the provisions of this Agreement covering work on a nonscheduled day of work.
- B. Time worked by an employee on the employee’s Excused Work Day shall be considered time worked on a regularly scheduled day of work for all purposes, except as is otherwise expressly provided in this Article.

VI. Overtime Compensation.

All Excused Work Days will be considered as time worked for purposes of overtime compensation.

VII. Incremental Hours

Two (2) excused work day may be taken by regular full-time employees in increments of two (2) hours subject to the needs of the business; provided, however, that if the length of an employee's scheduled daily shift is not evenly divisible by two (2), the last increment of such excused work day may be less than two (2) hours.

Article 33
Vacations

I. Eligibility for Vacations.

A. Regular employees both full-time and part-time shall accrue proportionately vacation based on net credited service during each calendar year subject to the other provisions of this Article as follows:

<u>Length of Service</u>	<u>Vacation</u>
After six (6) months of service	1 week
After twelve (12) months of service	2 weeks
2 yrs - 6 yrs	2 weeks
7 yrs - 14 yrs	3 weeks
15 yrs - 24 yrs	4 weeks
25 yrs or more	5 weeks

Note A: If both the six (6) month and twelve (12) month net credited service anniversaries fall within the same calendar year, only two (2) weeks of vacation will be granted within that calendar year, as follows:

After six (6) months of service	1 week
After twelve (12) months of service	1 week

If an employee becomes eligible for a vacation week with six (6) months or one (1) year of net credited service in the month of December, such vacation week may be taken in the following calendar year, provided it is completed prior to April 1 and prior to the taking of any current year's vacation.

Employees may take the number of vacation days for which they are eligible at the beginning of the vacation year per the Eligibility Table at any time during the course of the calendar year, in accordance with Article 33.

Note B: The service prescribed above shall be the Net Credited Service as determined by the pension plan administrator.

Note C: A vacation year shall begin January 1 and end December 31. All employees will be required to use all vacation time accrued in the Calendar Year.

Note D: When an employee reaches a milestone anniversary year (for example, seven, fifteen, or twenty-five years) of net credited service, he or she will be eligible to take the additional week of Vacation upon reaching the actual net credited service date. Employee who will celebrate a

milestone service anniversary in December of the current Calendar Year will be allowed to use the additional week provided prior to April 1 of the following Calendar Year.

Note E: After employees reach their initial (6) months of net credited service, vacation days are accrued proportionately during the Calendar Year.

B. Holiday Occurring During Vacation.

When a holiday recognized by this Agreement falls within an employee’s paid vacation period, the employee shall be granted an extra day off with pay in lieu of the holiday. The pay for such day shall be the employee’s basic wage rate. The assignment of such day shall be based upon workload requirements and shall be scheduled within one (1) year from the date of the holiday and shall not necessarily be continuous with the vacation period.

C. Separations through Dismissal, Layoff, Resignation, Retirement or Death.

An employee who is leaving the Company, unless for reasons of misconduct, will be paid in lieu of all vacation he or she has accrued but has not used in the Calendar Year. To determine the number of vacation of “accrued” current year vacation days for employees who have completed at least six months of service and who are eligible (as noted in a. above) to be paid in lieu of, see the chart on below:

Annual Eligible Vacation Hours					
(See eligibility above for number of eligible weeks)					
Month	5 days	10 days	15 days	20 days	25 days
Employee Leaves Company or (Credited Month)	or 1 week (40 hours)	or 2 weeks (80 hours)	or 3 weeks (120 hours)	or 4 weeks (160 hours)	or 5 weeks (200 hours)
Number of "Earned" current Year Vacation Hours					
Jan (1)	3	7	10	13	17
Feb (2)	7	13	20	27	33
Mar (3)	10	20	30	40	50
Apr (4)	13	27	40	53	67
May (5)	17	33	50	67	83
Jun (6)	20	40	60	80	100
Jul (7)	23	47	70	93	117
Aug (8)	27	53	80	107	133
Sep (9)	30	60	90	120	150
Oct (10)	33	67	100	133	167
Nov (11)	37	73	110	147	183
Dec (12)	40	80	120	160	200

Note: Employees who are service pension eligible and retire from the business with a service pension will be paid out their accrued unused vacation as though it was granted based on the number of years of net credited service and not based on the accrual of vacation language.

If an employee dies before receiving his/her accrued unused vacation for the vacation year, as provided for in Section 1 of this Article, payment in lieu of vacation shall be made for any unused vacation time accrued to the employee's estate.

D. Leaves of Absence and Transfers Prior to Vacation

- a. An employee who goes on a leave of absence or is transferred to some other associated company before receiving the accrued vacation to which such employee has become entitled shall, at the employee's election, prior to the time of leaving be given such accrued vacation. If an employee does not elect to take such accrued vacation prior to going on a leave of absence and does not return to work and is not transferred to some other associated company within the vacation year, the employee shall, upon written application to the Company within the vacation year, be entitled to receive an allowance in cash equal to and in lieu of the accrued vacation to which he or she was entitled at the time of leaving.
- b. Upon return from an approved leave of absence or an approved disability absence, employee will be eligible upon return for any vacation for which he or she has been eligible before the first day of disability or leave of absence. Upon that return, during the calendar year, the employee shall use the remaining vacation by the end of the calendar and may schedule up to one week of vacation by March 31 of the following calendar year. The employee will receive payment in lieu of whatever vacation time cannot be scheduled during the calendar year and not used by March 31 of the following calendar year. Should the employee return the next calendar year and the employee has one week or more of accrued but unused vacation from the prior calendar year, the employee will be required to use one week of that vacation by March 31 and the employee will receive payment in lieu of vacation for any accrued vacation greater than one week.

E. Illness Associated with Vacation

- a. An employee who becomes ill and notifies his or her supervisor before the beginning of his or her vacation period (normally Saturday midnight) may have that vacation period cancelled and rescheduled.
- b. An employee who becomes ill during a vacation period, and notifies his or her supervisor before the beginning of any subsequent contiguous week, may have such subsequent contiguous week cancelled and rescheduled.
- c. Such rescheduled vacation week(s) as set out in a. and b. above may not be carried over into the next calendar year except as provided in Section 1, Note A, and shall be scheduled taking into account both the service requirements and preferences of the employee. The Company may at its option require satisfactory medical evidence to substantiate the illness referred to in a. and b. above. For all purposes, the first day of absence under this Section shall be the first day previously scheduled as vacation in

the cancelled vacation week.

- F. All employees will be required to use all vacation time accrued during the calendar year in which it was accrued. Unless Section D. Leaves of Absence and Transfers Prior to Vacation, sub paragraph b. (above) applies, under no circumstances will employees be paid in lieu of unused vacation.

II. Scheduling Vacation.

The selection of vacation dates shall be made on the basis of seniority within the appropriate unit except as otherwise provided in this Article. The number of employees in any group who are permitted to be on vacation at the same time shall be governed by force requirements and the needs of the business.

A. Minimum Scheduled Vacation.

In no case shall an eligible employee schedule and take less than one (1) week of vacation in any calendar year.

B. Day-At-A-Time Vacations.

Vacations shall be scheduled and taken on a calendar week basis except that an employee eligible for two (2) weeks of vacation may schedule and take five (5) days of vacation not “reserved” on a “day-at-a-time” basis or one-half (1/2) “day-at-a-time” basis in the current calendar year. An employee eligible for three (3) weeks of vacation may schedule and take ten (10) days of vacation not “reserved” on a “day-at-a-time” basis or one-half (1/2) “day-at-a-time” basis in the current calendar year. An employee eligible for four (4) weeks of vacation may schedule and take fifteen (15) days of vacation not “reserved” on a “day-at-a-time” basis or one-half (1/2) “day-at-a-time” basis in the current calendar year. An employee eligible for five (5) weeks of vacation may schedule and take twenty (20) days of vacation not “reserved” on a “day-at-a-time” basis or one-half (1/2) “day-at-a-time” basis in the current calendar year. Requests must be made prior to the employee’s scheduled shift.

C. Scheduling in Two Calendar Years.

Where a payroll week falls in two different calendar years, the week shall be considered in the calendar year in which Monday falls for purposes of scheduling full weeks of vacation.

III. Vacation Payments.

- A. Payment for each week of accrued vacation shall be based upon the employee’s base wage rate. Vacation shall be considered time worked for purposes of computing overtime payments. Sales Premise/Telephone and Outbound Calling Team, Account Executives, Account Representatives and New Media Account Executive shall be paid at a rate equal two (2.0) times the base wage rate for the first through fifth weeks of vacation, until such employees are transitioned to the Company’s new Go to Market Strategy, Pursuant to Exhibit C. Upon transitioning to the new strategy, all such employees shall receive on (1.0) time their base wage rate for vacation pay, going forward.

B. Employees whose services are being terminated for any reason, excluding retirement with pension but including all employees granted leaves of absence of more than thirty (30) calendar days, shall be granted, as of the effective date of such service termination, a payment in lieu of any vacation to which they have become eligible under the provisions of this Article.

Article 34
Absence & Sickness Payment

I. Reporting an Illness.

An employee who is unable to report for duty shall, as soon as possible, notify the employee's supervisor or acting supervisor or other manager prior to the scheduled starting time of the employee's shift. The cause of the absence and its probable duration shall be given.

II. Absence Due to Illness During the First Seven Days.

Payments to a regular employee for absence due to personal will be made in accordance with the following:

- A.** If an employee with two (2) years or more of service reports to work and becomes ill during his/her shift, the time not worked during the remaining hours of the shift shall be paid for at his/her basic wage rate, plus applicable shift differential for which the employee is eligible pursuant to Article 31, Night Shift Differentials,
- B.** If an employee with less than two (2) years of service reports to work and becomes ill during his/her shift, the time not worked during the remaining hours of the shift will be unpaid.
- C.** Except as specified in (A) and (B) above, payment for personal illness absence during the first seven (7) consecutive days of absence will be as follows:

<u>Years of Service as of</u> <u>1st full day of absence</u>	<u>Illness Payments Start</u>
Less than 1 yr	No payment
1 yr but less than 4 yrs	3 rd working day of absence
4 yrs but less than 5 yrs	2 nd working day of absence
5 yrs or more	1 st working day of absence

Payments will be based on a normal five (5) day workweek.

Accordingly, no employee shall be paid for absence on either of the employee's normally scheduled days off regardless of the employee having been assigned to work on such a day, nor will absence on such a day count in establishing eligibility to such illness payments.

Payments for absence due to personal illness which occurs during the interval beginning with the first partial day of absence and ending with the seventh full calendar day (initial 7 day period) will be capped according to the following:

<u>Years of Service as of 1st Full Day of Absence</u>	<u>Hours of Paid Sick Time</u>
Less than two (2) Years	24 hours annually
More than two (2) Years	40 hours annually

III. Holidays Occurring During Illness.

If a recognized holiday or the day thus observed, falls within the first seven (7) calendar days of illness, and on which the employee would not be paid for scheduled time lost under the illness payment schedule shown above, the employee shall nevertheless be paid for scheduled time lost on such holiday. If an employee is absent from work because of illness on both the regular work days which immediately precede and follow a holiday, the holiday shall be considered a day of illness and the entire absence shall be handled as any other illness case.

IV. Return to Work.

On the day before the day on which the employee expects to return to work, the employee shall notify the employee’s supervisor or office by telephone or otherwise.

V. Death in the Family/Critical Illness.

A. Excused Time

1. Immediate Family or Close Relative

Upon a death in an employee’s immediate family or of a close relative, as defined in the following paragraphs, the employee shall be excused with pay on scheduled work days to discharge obligations placed upon the employee by the death. Such excused time off shall not ordinarily exceed three (3) shifts. The time off with pay shall not start before the day of the death and shall not extend for more than two (2) scheduled shifts beyond the day of the funeral.

Immediate Family is defined as spouse, legally recognized partner, child, stepchild, parent, stepparent, brother, sister, mother-in-law, father-in-law, grandchild, son-in-law, daughter-in-law, or grandparent of either spouse.

Close relative is defined as uncle or aunt living in the same household as the employee at the time of death.

2. Other Family Members.

Upon the death of an aunt or uncle not living in the same household, or of an employee’s stepbrother or stepsister, the employee shall be granted one (1) shift, with pay, to attend the funeral, provided the funeral occurs on a day the employee is scheduled to work.

B. Payment.

Payment for such time will be computed based on the basic wage rate only and any extra payments for evening or night work which would otherwise have been received had the

regular scheduled tour been worked. Such excused time off shall be considered as time worked for the purpose of computing overtime pay.

C. Death Occurring During Vacation.

If a death in an employee's family, as defined above, occurs while the employee is on vacation, the vacation days may be rescheduled upon the employee's request but not to exceed the number of days to which the employee would have been entitled if the employee had been working. Such requests shall be made to the employee's supervisor as soon as circumstances permit, and if the supervisor requires, shall be supported by documentation of the death.

D. Request for Additional Excused Time.

The Union and the Company recognize that situations will develop where matters such as death or critical illness among relatives of employees warrant the Company making payment for additional excused time, or granting excused unpaid time. The Union and the Company also recognize that the Company's decision in each case must be based upon the circumstances peculiar to such case.

VI. Absence Due to Jury Duty or Witness Service.

An employee who is absent because of jury duty summons or subpoena for service as a witness will be paid for such absence. However, it is expected that the employee who is excused from court duty on any day at a time that will permit the employee to work at the office will communicate with the appropriate management representative for such assignment as is reasonable under the circumstances.

VII. Basis of Payment for Excused Absence.

Payments for excused absence made under any of the provisions of this Paragraph shall be at the employee's basic wage rate or average earnings where appropriate, as defined in Exhibit C, and shall be limited to payments for only those shifts within the basic five (5) day workweek which the employee has been assigned to work. Such excused time off shall be considered as time worked for the purpose of computing overtime pay.

VIII. Part-Time Employees.

A part-time employee shall be paid for absence due to illness on the same basis as a full-time employee with the same length of service, except that such payments shall not exceed the amount the employee would have received, if the employee had worked the employee's regular schedule of hours.

Article 35 Transfers

I. Definitions.

- A. "Transfer" means a permanent change in the regular location of a regular employee.
- B. "Regular Location" means the location designated by the Company in or from which an employee normally works.
- C. "Location" is defined in Exhibit A, Job Classifications, Wage Zones and Wage Progression Schedules.

II. Administration.

A. Selection.

Transfers requested by employees shall be based on full consideration by the Company of ability and personal training for the job to be filled, dependability and seniority. Ability and qualifications for the job being equal, seniority shall prevail.

B. Wage Treatment.

Transfers of regular employees between locations usually involve no change in the employee's job classification, and the transfer provisions hereinafter stated are based on that assumption. In the case of transfers which involve a change in the employee's job classification, the change in job classification shall be handled in accordance with the provisions of Article 18, Wage Administration.

The wage rate which will be paid in the event of a transfer will be established as follows:

1. Within the Same Wage Zone.

For a transfer within the same wage zone, the transfer shall be made with no change in the employee's wage status except that wage progression adjustments required due to differences in starting rates shall be made as provided in Article 18, Wage Administration.

2. To a Lower Wage Zone.

For a transfer to a lower wage zone, no change in wage rate shall be made except as limited by the provisions of Paragraph II-B5. Wage increase dates, if any, subsequent to the transfer shall be adjusted so that the transferred employee does not become eligible for the maximum rate in the new location earlier than if the employee had been employed in the new location.

3. To a Higher Wage Zone.

For a transfer to a higher wage zone, the employee's transfer rate shall not be greater than the employee would have been receiving had the employee been employed in the new location.

4. Computation of Transfer Rate.

In the handling of transfers, the computation of the employee's transfer rate shall be based on current starting rates, wage progression and maximum rates in the employee's new location.

5. Maximum Wage Rate.

In any transfer, the employee's transfer wage rate shall not exceed the maximum wage rate of the job classification involved in the new location.

III. Involuntary Transfers.

A. Considerations.

In the event of an involuntary transfer of a regular classified employee, the Company will give consideration to the following factors in the order in which they are set forth:

1. Qualifications for the job to be filled and the extent to which the possible transferee can be spared from the job that will be vacated by the employee's transfer.
2. Health requirements of the possible transferee together with health requirements of their immediate family.
3. The effect on the possible transferee's living conditions and those of the transferee's family.

B. Seniority.

Unless otherwise required by a consideration of foregoing factors, the employee with least seniority will be selected for transfer.

C. Relocation.

A regular employee involuntarily transferred from one location to another, who in the judgment of the Company, is required to relocate their residence, will be eligible to receive reimbursement for relocation expense as follows:

1. If the employee owns or is paying a mortgage on a primary residence, the Company will pay the employee a lump sum payment of \$10,000.00.
2. If the employee rents a primary residence, the Company will pay the employee a lump sum payment of \$5,000.00.
3. No receipts or other proof of expenses will be required. However, an agreement will be signed by the employee stating that the payment is contingent upon moving to the new work location. The agreement will also provide if the employee does not report for work, the Company may withhold the amount of payment from any monies which the Company might otherwise owe the employee.
4. Two paid scheduled days off, which may be taken in conjunction with a weekend or vacation days, will be given for moving.

5. An additional payment of \$1,000.00 will be made for a second YP Midwest Publishing LLC employee in the same household who also relocates.

D. Refusal of Transfer.

A regular employee with at least five (5) years of net credited service who is involuntarily transferred from one location to another as a result of technological change may elect not to accept such transfer and may choose instead to voluntarily leave the service of the Company and receive a lump sum payment of \$10,000.00 providing that the distance between the new work location and the old work location is thirty-five (35) air miles or more.

Article 36

Temporary Assignment and Wage Schedule Treatment

I. Duration.

Temporary assignments shall not exceed six (6) consecutive months from the date the assignment becomes effective unless a longer period is required for a specific project or for replacement of an employee who is absent but is expected to return, in which case the Company shall discuss in advance with the Union.

II. Selection.

When the Company finds it necessary to make temporary assignments to meet Company requirements, qualified volunteers within the group(s) from which the temporary assignments are to be made, will be solicited. If there are insufficient volunteers, the temporary assignments will be made in inverse seniority from employees in the group(s) from which the Company elects to make temporary assignments.

III. Wage Treatment.

An employee who is temporarily assigned to a higher rated job classification will be paid as follows:

A. Assignment Period.

1. Assignments made in the first half-shift which do not extend into the second half-shift shall be paid one-half (1/2) of the daily temporary assignment pay shown in Paragraph III-B, below.
2. Assignments made in the first half-shift which extend into all or part of the second half-shift shall be paid the full daily temporary assignment payment shown in Paragraph III-B, below.
3. Assignments made in the second half of a shift shall receive one-half (1/2) of the daily temporary assignment payment regardless of the length of the tour.

B. Payment Calculation.

The daily temporary assignment payment shall be an amount equal to one-fifth (1/5) of the difference between the maximum rate for the regular job classification and the maximum rate for the temporary job classification.

C. Assignment to Lower Job Classification.

An employee who is temporarily assigned to a lower job classification will not have a change made to job classification or wage treatment.

IV. Termination of Temporary Assignment.

When an employee, under Paragraph III above, is changed back to the employee's former job classification upon termination of the temporary assignment, the employee will receive the wage rate the employee would have been receiving if the employee had not been temporarily assigned.

Article 37

Temporary Location and Travel Payments

I. Eligibility.

As used in this Article, the term "employee" shall mean regular or temporary employees, except employees assigned to the job title Account Executive - Premises and Account Representative - Premises.

II. Definitions.

- A. Regular Location** - is a work location designated by the Company from which an employee normally works. For Account Managers and Senior Account Managers, the Regular Location is the territory to which the sales rep is assigned to work on a regular basis.
- B. Temporary Location** - is any location designated by the Company from which an employee is assigned to start and/or end a shift for a temporary period. For Account Managers and Senior Account Managers, the Temporary Location is an area or territory outside of their regularly assigned territory.

III. Assignments.

A. Selection and Notice.

The Company may assign any employee to start and/or end a shift at a temporary location other than the regular location. When employees are assigned to work at a temporary location, they shall be advised at least forty-eight (48) hours in advance.

B. Qualifications.

The Company will attempt to make assignments by seniority to those employees qualified and available at the time the selection procedure begins. The Company shall determine those employees qualified and available for temporary location assignments.

IV. Expense Payments When Working Away from Regular Location.

Employees who are temporarily assigned to work away from their regular location shall report at the beginning and end of a shift at such work assignment. If Company transportation is not provided from the regular location, the employee shall be paid an expense payment for each shift as follows:

- A. An employee who is assigned to work at a temporary location will be reimbursed for mileage based on the distance between the regular location and the temporary location. For sales reps, mileage will be calculated from their home address to the temporary location.

1. Reimbursement Rate.

Effective October 1, 2013, employees may elect to receive reimbursement for authorized incidental use of their automobile for Company business at the rate approved by the Internal Revenue Service (IRS) of the United States as a business use deduction per traveled road mile. In the event the IRS increases the standard mileage rate allowable as a business use deduction from gross income during the term of this Agreement, the Company shall increase the amount of reimbursement accordingly, effective on the first of the month following the effective date of the change by the IRS.

2. Reimbursement Eligibility.

The mileage reimbursement rate shown above shall only be paid to the employee-owner of the vehicle regardless of the number of employees making the trip. The mileage traveled shall be determined from the odometer reading of the motor vehicle or from reliable road maps.

3. Insurance Requirements.

For reimbursement purposes, the Company will not authorize employees to use their personal car unless such car is covered by a policy providing personal and property protection and residual liability insurance required under the applicable law and as evidenced by a certificate of insurance.

- B. An employee whose reimbursable mileage as calculated under Section IV-A is greater than 35 miles may elect board and lodging in lieu of reimbursement under Section IV-A.

1. Option Election.

Employees qualifying under Section IV-B shall notify their supervisor of their election (either mileage or board & lodging) as far in advance as possible. When the assignment is to last less than one (1) full calendar week, employees may not change their election. If the assignment is to last more than one (1) full calendar week, employees may change their election effective upon the completion of any full calendar week. Employees shall notify their supervisor of their desire to change not later than quitting time on Friday preceding the week in question.

2. Election Changes.

When approved, an employee shall be permitted to change the method of expense payment during the employee's scheduled workweek for a day, or days, when existing conditions, such as inclement weather or extended work shifts warrant such a change. Board and lodging may be furnished instead of mileage reimbursement for temporary

locations with reimbursable mileage over ten (10) miles with District Manager's/Director's approval.

3. Board & Lodging While at Temporary Location.

(a) Lodging.

Whenever the Company is obligated to provide lodging, it shall make suitable arrangements for employees. Should employees elect to make their own living arrangements, they will be paid a Daily Lodging Allowance of \$27.50.

(b) Board.

Whenever the Company is obligated to provide board for employees, the Company will discharge such obligation by a Meal Allowance for each meal in the following amounts:

Breakfast	\$ 9.00
Lunch	\$ 12.00
Dinner	\$ 21.00

4. Transportation When Reimbursable Mileage Exceeds 35 Miles.

The Company will provide or pay for transportation on Company time that exceeds 35 miles, from the employee's home address on the first day of a temporary location assignment to the first appointment at that temporary location assignment, and on the day the employee is directed to return to the regular location or to travel between temporary locations. The Company reserves the right to determine the most efficient means of transportation.

5. Holidays Occurring While at Temporary Location.

When the employee is receiving board and lodging at the temporary location and the assignment extends through a holiday and the employee returns to the regular location on such day or days, the Company will pay for the round trip transportation. Such travel will be on the employee's own time.

6. Weekend Return Trips While at Temporary Location.

When the employee is receiving board and lodging at the temporary location, the Company will determine the frequency, if any, of weekend trips to the regular location. When reimbursement authorization has been granted, transportation will be furnished by the Company or employees may elect to receive mileage reimbursement. Such travel will be on the employee's own time.

V. Expense Payments for Authorized Business Use

Employees who are required to use their personal automobiles for authorized company purposes and who do not receive a fixed auto allowance are entitled to receive reimbursement for the usage. The employees will be reimbursed at the rate approved by the Internal Revenue Service (IRS) of the United States as a business use deduction from gross income during the term of this agreement. The Company shall adjust the amount of reimbursement accordingly, effective on the first of the month following the effective date of the change by the IRS.

Article 38
Lead Person

I. Role.

The Company may, if it deems necessary, appoint a qualified non-management employee to act as a Lead Person. A Lead Person may lead the efforts of other employees in the Bargaining Unit and may do the work normally performed by a non-supervisory management employee. An employee so appointed may continue to perform Bargaining Unit work during such assignment. Such employee shall not take disciplinary action, prepare performance appraisals or make value judgments regarding other employee's performance.

II. Selection.

When practical, the group to be considered in the appointment of a Lead Person will consist of those employees in the same work group. Selection of a Lead Person will be made on a seniority or rotational basis, as determined locally between the Local Union and the Company, from those employees who volunteer and are qualified and available at the time the selection procedure begins. The Company shall determine those employees who are qualified and available for such assignment.

III. Payment.

An employee so temporarily assigned shall receive a Lead Person differential of Fourteen (\$14.00) per day for each day worked as a Lead Person.

IV. Notification.

Prior to the commencement of the assignment, the employee shall be told whether the assignment will be on a daily, weekly or longer basis. However, the assignment may be terminated earlier based upon the needs of the business.

Article 39
Work Done By Supervisors

Supervisory employees will normally perform supervisory duties. Outside of their normal hours of duty they will not perform work other than normally performed by them during regular working hours. Nothing herein is intended, however, to prevent supervisory employees from receiving or giving training, or meeting emergency situations. Such action will not result in the layoff or part-timing of regular employees.

Article 40
Validity of Agreement

If any provision of this Agreement shall be held invalid because of legislation or court decree or order, the remainder of the Agreement shall not be affected thereby.

Article 41
Term of the Agreement

**Job Classifications, Wage Zones and
Wage Progression Schedules**

All job classifications of employees included under the provisions of this Agreement are listed below. Indicated is the location where the Wage Progression Schedules for each classification can be found:

<u>Job Classification</u>	<u>Wage Progression Schedule</u>
Staff Associate I.....	1
Staff Associate II.....	2
Staff Associate III.....	3
Staff Associate IV.....	4
Service Representative.....	5
Customer Service Specialist.....	6
Art Technician.....	7

The wage rates for the commissioned sales representative's job classifications can be found on Wage Schedule A within this exhibit.

These locations and wage zone(s) are applicable to the above job classifications:

Wage Zone 1

- | | | |
|--------------|--------------------|--------------|
| Evansville | Columbus | Ann Arbor |
| Indianapolis | Dayton | Flint |
| Mishawaka | Independence | Grand Rapids |
| Uniontown | Toledo | Saginaw |
| Valley View | Lansing | Southfield |
| Chicago | Livonia | Troy |
| | Detroit-Metro Area | Warren |
| | | Waterford |

CLERICAL & ENTERPRISE SALES TEAM COMPENSATION OFFER

YP Midwest Publishing LLC wants to develop compensation programs that are fair and provide a decent standard of living to its employees. Compensation initiatives must recognize the contributions of employees and the financial responsibilities of the Company. The next few years will be extremely challenging financially as competition accelerates in YP Midwest Publishing LLC's dynamic directory advertising marketplace.

YP Midwest Publishing LLC needs to have a competitive compensation program that is directly linked to immediate and long-term business strategies. Therefore, the Company proposes:

1. Weekly Wage Increases in 2016, 2017, and 2018

With the ratification of the 2016 Collective Bargaining Agreement, weekly wages will be increased as follows:

- Effective with the first full payroll period inclusive of August 13, 2016, the clerical & Enterprise Sales Team basic weekly wage schedules shall be increased at the maximum rates by 2.0% and by 0% on the start rates.
- Effective with the first full payroll period inclusive of August 11, 2017, the clerical and Enterprise Sales Team basic weekly wage schedules shall be increased at the maximum rates by 2.0% and by 0% on the start rates.
- Effective with the first full payroll period inclusive of August 10, 2018, the clerical & Enterprise Sales Team basic weekly wage schedules shall be increased at the maximum rates by 2.0% and by 0% on the start rates.

These weekly wage increases will be applied to the clerical wage progression schedules in Exhibit A.

WAGE PROGRESSION SCHEDULE 1

Staff Associate I

<u>Length of Service</u>	<u>8/11/2016</u>	<u>8/9/2017</u>	<u>8/8/2018</u>
Start	\$210.50	\$210.50	\$210.50
6 Months	\$247.86	\$252.82	\$257.87
12 Months	\$285.60	\$291.31	\$297.14
18 Months	\$329.46	\$336.05	\$342.77
24 Months	\$379.95	\$387.55	\$395.30
30 Months	\$438.60	\$447.37	\$456.32
36 Months	\$505.92	\$516.04	\$526.36
42 Months	\$583.44	\$595.11	\$607.01
48 Months	\$673.20	\$686.66	\$700.40
54 Months	\$776.22	\$791.74	\$807.58
60 Months	\$860.88	\$878.10	\$895.66

Staff Associate II

<u>Length of Service</u>	<u>8/11/2016</u>	<u>8/9/2017</u>	<u>8/8/2018</u>
Start	\$219.50	\$219.50	\$219.50
6 Months	\$259.59	\$264.78	\$270.08
12 Months	\$300.90	\$306.92	\$313.06
18 Months	\$349.35	\$356.34	\$363.46
24 Months	\$404.94	\$413.04	\$421.30
30 Months	\$469.20	\$478.58	\$488.16
36 Months	\$544.17	\$555.05	\$566.15
42 Months	\$631.38	\$644.01	\$656.89
48 Months	\$731.85	\$746.49	\$761.42
54 Months	\$848.64	\$865.61	\$882.93
60 Months	\$984.30	\$1,003.99	\$1,024.07

WAGE PROGRESSION SCHEDULE 1

Staff Associate III

<u>Length of Service</u>	<u>8/11/2016</u>	<u>8/9/2017</u>	<u>8/8/2018</u>
Start	\$223.50	\$223.50	\$223.50
6 Months	\$265.71	\$271.02	\$276.44
12 Months	\$309.57	\$315.76	\$322.08
18 Months	\$360.57	\$367.78	\$375.14
24 Months	\$419.73	\$428.12	\$436.69
30 Months	\$489.09	\$498.87	\$508.85
36 Months	\$569.67	\$581.06	\$592.68
42 Months	\$664.02	\$677.30	\$690.85
48 Months	\$773.16	\$788.62	\$804.40
54 Months	\$901.17	\$919.19	\$937.58
60 Months	\$1,049.58	\$1,070.57	\$1,091.98

Staff Associate IV

<u>Length of Service</u>	<u>8/11/2016</u>	<u>8/9/2017</u>	<u>8/8/2018</u>
Start	\$223.50	\$223.50	\$223.50
6 Months	\$266.73	\$272.06	\$277.51
12 Months	\$311.61	\$317.84	\$324.20
18 Months	\$364.65	\$371.94	\$379.38
24 Months	\$426.36	\$434.89	\$443.58
30 Months	\$498.27	\$508.24	\$518.40
36 Months	\$582.93	\$594.59	\$606.48
42 Months	\$681.36	\$694.99	\$708.89
48 Months	\$796.62	\$812.55	\$828.80
54 Months	\$931.77	\$950.41	\$969.41
60 Months	\$1,089.36	\$1,111.15	\$1,133.37

Service Representative

<u>Length of Service</u>	<u>8/11/2013</u>	<u>8/9/2014</u>	<u>8/8/2015</u>
Start	\$231.50	\$231.50	\$231.50
6 Months	\$269.50	\$270.00	\$270.50
12 Months	\$313.00	\$314.50	\$315.50
18 Months	\$364.50	\$366.50	\$368.50
24 Months	\$423.50	\$427.00	\$430.50
30 Months	\$493.00	\$497.50	\$502.50
36 Months	\$573.00	\$580.00	\$587.00
42 Months	\$666.50	\$676.00	\$685.50
48 Months	\$775.50	\$788.00	\$800.50
54 Months	\$902.00	\$918.00	\$934.50
60 Months	\$1,049.00	\$1,070.00	\$1,091.50

Customer Service Specialist – Field Collector

<u>Length of Service</u>	<u>8/11/2013</u>	<u>8/9/2014</u>	<u>8/8/2015</u>
Start	\$271.00	\$271.00	\$271.00
6 Months	\$315.50	\$316.00	\$316.50
12 Months	\$366.50	\$368.00	\$369.50
18 Months	\$426.50	\$429.00	\$431.50
24 Months	\$496.50	\$500.00	\$504.00
30 Months	\$577.50	\$583.00	\$589.00
36 Months	\$671.50	\$679.50	\$687.50
42 Months	\$781.50	\$792.00	\$803.00
48 Months	\$909.00	\$923.50	\$938.00
54 Months	\$1,057.50	\$1,076.50	\$1,095.50
60 Months	\$1,230.00	\$1,254.50	\$1,279.50

Art Technician

<u>Length of Service</u>	<u>8/11/2013</u>	<u>8/9/2014</u>	<u>8/8/2015</u>
Start	\$255.50	\$255.50	\$255.50
6 Months	\$299.50	\$300.00	\$300.50
12 Months	\$351.00	\$352.50	\$354.00
18 Months	\$411.50	\$414.00	\$416.50
24 Months	\$482.50	\$486.50	\$490.00
30 Months	\$565.50	\$571.00	\$577.00
36 Months	\$663.00	\$671.00	\$679.00
42 Months	\$777.00	\$788.00	\$799.00
48 Months	\$911.00	\$925.50	\$940.50
54 Months	\$1,068.00	\$1,087.00	\$1,106.50
60 Months	\$1,252.00	\$1,277.00	\$1,302.50

EXHIBIT A**WAGE SCHEDULE A**

The following wage rates for the commissioned sales representatives' job classifications will begin with the August 8, 2013 pay period.

Account Executive Telephone

	Annualized			
	<u>8/11/2013</u>	<u>8/9/2014</u>	<u>8/8/2015</u>	<u>8/8/2016</u>
Less than 1 year	\$18,000	\$18,000	\$19,000	\$19,000
1 year	\$18,000	\$19,000	\$20,000	\$20,500
2 year	\$20,500	\$20,500	\$21,500	\$22,000
3 year	\$21,000	\$21,000	\$22,000	\$23,000
4 year	\$23,500	\$23,500	\$23,500	\$24,000
5 year	\$25,500	\$26,500	\$26,500	\$26,500

	Weekly			
	<u>8/11/2013</u>	<u>8/9/2014</u>	<u>8/8/2015</u>	<u>8/8/2016</u>
Less than 1 year	\$345.00	\$345.00	\$364.00	\$364.00
1 year	\$345.00	\$364.00	\$383.00	\$393.00
2 year	\$393.00	\$393.00	\$412.00	\$421.00
3 year	\$402.00	\$402.00	\$421.00	\$441.00
4 year	\$450.00	\$450.00	\$450.00	\$460.00
5 year	\$489.00	\$508.00	\$508.00	\$508.00

Account Executive Premise

	Annualized			
	<u>8/11/2013</u>	<u>8/9/2014</u>	<u>8/8/2015</u>	<u>8/8/2016</u>
Less than 1 year	\$22,000	\$23,000	\$23,500	\$24,000
1 year	\$23,000	\$25,000	\$26,000	\$27,000
2 year	\$24,000	\$26,000	\$28,000	\$29,000
3 year	\$27,000	\$27,000	\$29,000	\$31,000
4 year	\$28,000	\$29,000	\$30,000	\$31,000
5 year	\$31,000	\$31,000	\$31,000	\$31,000

Departmental Units

WORK UNITS:

- New Media Sales
- Premises Sales
- Telephone Sales - Customer Service
- Publishing – Publishing & Design Services
- Publishing – Directory Listing Services
- Marketing
- Finance / Real Estate & Facilities Management
- Sales Operations
 - Sales Operations Staff
 - Pre-Sales Support
 - Market Assignment
 - Commissions
- National Sales - & Administrative
- National Sales – Enterprise Sales Team (E.S.T.)

LOCATIONS:

Akron
Cleveland
Columbus
Dayton
Detroit-Metro Area
Toledo
Evansville
Flint
Saginaw
Grand Rapids
Indianapolis
Lansing
Mishawaka
Chicago

EXHIBIT C

SALES COMPENSATION - ENTERPRISE SALES TEAM (E.S.T.)

As used in this exhibit, the term employee shall mean regular or temporary employees assigned to the title classifications of National Sales Outbound Calling Team (O.C.T.).

I. Base Wages. A weekly base wage will be paid to employees as defined in Exhibit A.

II. Annual Individual Performance and Team Bonus*.

Annual Individual Performance and Team Bonus:

<u>Objective Achieved (%)</u>	<u>Bonus (\$)</u>
60%	\$ 2,000
65%	\$ 3,000
70%	\$ 4,000
75%	\$ 5,000
80%	\$ 6,000
85%	\$ 7,000
90%	\$ 8,000
95%	\$ 9,000
100%	\$10,000
105%	\$11,500
110%	\$13,000
115%	\$14,500
120%	\$16,000
125%	\$17,500
130%	\$19,000
135%	\$20,500
140%	\$22,000
145%	\$23,500
150%	\$25,000

*Payment distribution to be determined by Management.

EXHIBIT D

SALES COMPENSATION

The contractual sales positions and sales compensation plan set forth in the 2013-2016 contract shall remain in effect until each office is transitioned to the new Sales Roles and Compensation, pursuant to the below language. Upon transition, the below roles and compensation language shall be applied on a prospective basis to each office as it transitions.

“Sales Roles: The Company shall establish sales roles based on the types of sales activities in which representatives are expected to engage. Initially, the sales roles will include Account Managers (“AMs”) Senior Account Managers (“SAMs”), and Sales Executives (“SEs”). Each role may have several levels of base pay and Target Total Compensation (“TTC”), including base plus variable compensation) within each title, based upon assigned territory. The Company may revise these roles and their sales responsibilities as business needs dictate, in which case it shall notify the union 30 days in advance of such changes.

Incumbent Premise Sales Representatives and New Media Representatives, defined as individuals who are in such roles on the effective date of this Agreement, shall participate in an initial evaluation and assessment process, shall indicate their role preference, and shall be offered roles with the Company as AMs, SAMs, or SEs, based on their actual sales performance data, their role preference, management input, and the assessment. Relevant sales performance criteria for SAM and AM roles will include account retention measurements, increased revenue dollars, and number of accounts increased. Any Premise Sales Representative or Senior Account Representative who is offered a future role as an SE shall have the option either to accept the new role, or to accept layoff and severance payments pursuant to the severance table set forth in Article 25. A YP Midwest Management employee who moves into the bargaining unit shall be granted seniority pursuant to Article 17, Section 4.

Territory and Account Assignment: SAMs and AMs, shall be assigned geographic territories that the Company will develop based on the location of existing accounts. SEs shall receive prospect opportunities assigned to them within distinct geographic territories. The initial account segmentation methodology shall score accounts and prospects based upon actual revenue as well as propensity to spend and will seek to create relatively equivalent account and prospect profiles by territory for each sales role. The Company shall consider an employee’s home location in the assignment of territories, though not all representatives may be assigned to a territory in which they live.

The Company may adjust territories and account assignment during the course of this Agreement in order to maintain relatively equivalent sales opportunities among territories. The Company may change such segmentation methodology during the course of this Agreement, if needed, and shall inform the union of the rationale for such changes when they occur. The Company shall also retain the discretion to re-channel accounts among the various sales channels (SAM, AM,

SE, Direct Mail, etc.) based upon current and future segmentation rules established by the Company. It is agreed and understood that the Company shall control market assignment and will endeavor to make assignments fairly and equitably.

Quotas: The Company shall assign each account and prospective account an annual sales quota, divided into monthly quota amounts. Quotas will be established based upon account factors including but not limited to historical spend, print/digital mix, and overall addressable advertising opportunity. Sales toward quotas will be credited when the revenue is recognized by the Company, which occurs when an item bills.

A sales representative's overall quota shall be comprised of the sum of the individual quotas assigned to each account and prospective account in the sales representative's territory. The Company may increase or decrease quotas annually, pursuant to the above guidelines, in order to target attainment of sales budgets and TTC from year to year. Further, while the Company will seek to avoid changing quotas during a sales compensation year, quotas may be increased or decreased up to one additional time per sales compensation year, in order to ensure that the sales budgets will be attained. Local management will have limited discretion to revise quotas based on specific local circumstances. Any such changes must be approved by Sales Operations.

Sales Compensation:

Target Total Compensation: Target Total Compensation ("TTC") shall be defined as a sales rep's total pay, including base compensation plus variable compensation at quota (including quota attainment, commissions, contests and sales incentives). The Company shall have the right to set the overall sales compensation plan and rates from year to year, provided they are designed to attain the TTC set forth below, for full year sales reps. TTC is not guaranteed compensation, but is the targeted overall compensation toward which the base and variable compensation elements of the Sales Compensation Plan should be modeled to attain. Crediting for all variable compensation elements of the plans shall occur when the revenue is recognized by the Company.

Annual Base Compensation: Annual Base Compensation for sales roles and levels are set forth below, and shall be paid out in pro-rated amounts, bi-weekly. The Company shall hire new sales reps at base compensation rates within the ranges specified below. Current sales representatives transitioning into the below roles shall be placed into the midpoint of for their sales role and level. The Annual Base Compensation set forth below shall not change during the term of this Agreement. Individual rep TTC shall be reviewed annually and may be increased based on increased revenue generation.

Role	Level	Min/Max	Total Target Comp (TTC)	Comp Mix (Base / Variable)	Base	Variable	Quota (First Year Revenue)
<i>Account Manager</i>	AM II	Max	\$120,000		\$66,000	\$54,000	\$3,000,000
		Midpoint	\$105,000	55% / 45%	\$57,750	\$47,250	\$2,500,000
		Min	\$90,000		\$49,500	\$40,500	\$2,000,000
	AM I	Max	\$100,000		\$55,000	\$45,000	\$2,000,000
		Midpoint	\$85,000	55% / 45%	\$46,750	\$38,250	\$1,500,000
		Min	\$70,000		\$38,500	\$31,500	\$1,000,000
<i>Senior Account Manager</i>	SAM II	Max	\$160,000		\$88,000	\$72,000	\$3,000,000
		Midpoint	\$145,000	55% / 45%	\$79,750	\$65,250	\$2,500,000
		Min	\$130,000		\$71,500	\$58,500	\$2,000,000
	SAM I	Max	\$140,000		\$77,000	\$63,000	\$2,000,000
		Midpoint	\$125,000	55% / 45%	\$68,750	\$56,250	\$1,500,000
		Min	\$110,000		\$60,500	\$49,500	\$1,000,000

Role	Level	Min/Max	Total Target Comp (TTC)	Comp Mix (Base / Variable)	Base	Variable	Quota (1st Year Revenue)	Quota (2nd Year Revenue)
<i>Sales Executive</i>	SE II - Transfer	Max	\$165,000		\$74,250	\$90,750	\$135,000	\$340,000
		Midpoint	\$140,000	45% / 55%	\$63,000	\$77,000		
		Min	\$115,000		\$51,750	\$63,250		
	SE II - New	Max	\$165,000		\$74,250	\$90,750	\$110,000	\$340,000
		Midpoint	\$140,000	45% / 55%	\$63,000	\$77,000		
		Min	\$115,000		\$51,750	\$63,250		
	SE I - Transfer	Max	\$115,000		\$51,750	\$63,250	\$98,000	\$250,000
		Midpoint	\$95,000	45% / 55%	\$42,750	\$52,250		
		Min	\$75,000		\$33,750	\$41,250		
	SE I - New	Max	\$115,000		\$51,750	\$63,250	\$80,000	\$250,000
		Midpoint	\$95,000	45% / 55%	\$42,750	\$52,250		
		Min	\$75,000		\$33,750	\$41,250		

Role	Level	Min/Max	Total Target Comp (TTC)	Comp Mix (Base / Variable)	Base	Variable	Quota Range (Annual Revenue)
<i>Telesales Account Manager</i>	TAM II	Max	\$100,000		\$55,000	\$45,000	\$2,200,000
		Midpoint	\$90,000	55% / 45%	\$49,500	\$40,500	\$2,000,000
		Min	\$80,000		\$44,000	\$36,000	\$1,800,000
	TAM I	Max	\$85,000		\$46,750	\$38,250	\$1,800,000
		Midpoint	\$75,000	55% / 45%	\$41,250	\$33,750	\$1,600,000
		Min	\$65,000		\$35,750	\$29,250	\$1,400,000
	Transition	Max	\$75,000		\$41,250	\$33,750	\$1,400,000
		Midpoint	\$65,000	55% / 45%	\$35,750	\$29,250	\$1,200,000
		Min	\$55,000		\$30,250	\$24,750	\$1,000,000

Role	Level	Min/Max	Total Target Comp (TTC)	Comp Mix (Base / Variable)	Base	Variable	Quota (1st Year Revenue)	Quota (2nd Year Revenue)
<i>Telesales Sales Executive</i>	TSE II	Max	\$100,000		\$45,000	\$55,000	\$93,600	\$281,600
		Midpoint	\$90,000	45% / 55%	\$40,500	\$49,500		
		Min	\$80,000		\$36,000	\$44,000		
	TSE I	Max	\$85,000		\$38,250	\$46,750	\$64,000	\$192,800
		Midpoint	\$75,000	45% / 55%	\$33,750	\$41,250		
		Min	\$65,000		\$29,250	\$35,750		

Variable Compensation: The following tables illustrate the variable compensation elements that shall be in effect upon implementation of the new sales compensation plan set forth in this Agreement, for each sales role. The below elements, in combination with sales reps' base compensation, are designed to attain the TTC for each role, as set forth above. Variable compensation shall be paid once per month, in the last paycheck of the month following revenue recognition of the sale.

Subject to system capabilities, the Company may implement a cap on variable compensation payout for SE's at no less than 200% of the variable compensation target for a particular month. Any amounts earned and owed over this cap shall be held as a credit until the end of the sales compensation year, at which point all such credits shall be paid out, minus chargebacks, overpayments, etc.

The Company shall have the right to revise the variable compensation elements of the plans, either increasing or decreasing, as well as change the overall structure of the variable compensation provisions of TTC, so long as TTC for each role is projected to attain the annual amounts set forth above, at quota. The Company shall provide the union with thirty days' advance notice of such changes and upon request, provide the union with projections illustrating that the changes are expected to achieve the TTC set forth above. Following such period, the Company shall be entitled to the notified changes.

Senior Account Managers:

Payout Table		
	% of Goal	Rate
≤	75%	0
≤	100%	4
≤	125%	6
>	125%	4

Account Managers:

Payout Table		
	% of Goal	Rate
≤	75%	0
≤	100%	4
≤	125%	6
>	125%	4

Sales Executive I, New Rep*:

SE I Year 1 Payout Table			SE I Year 2 Payout Table		
	Revenue	Rate		Revenue	Rate
≤	\$80,000	30%	≤	\$250,000	22%
>	\$80,000	120%	>	\$250,000	46%

Sales Executive I, Transfer Rep*:

SE I Year 1 Payout Table			SE I Year 2 Payout Table		
	Revenue	Rate		Revenue	Rate
≤	\$98,000	30%	≤	\$250,000	22%
>	\$98,000	120%	>	\$250,000	46%

* SE I Year 2 Payout Table shall continue in effect after a Rep's Second Year

Sales Executive II New Rep*:

SE I Year 1 Payout Table			SE I Year 2 Payout Table		
	Revenue	Rate		Revenue	Rate
≤	\$110,000	30%	≤	\$340,000	22%
>	\$110,000	120%	>	\$340,000	46%

Sales Executive II Transfer Rep*:

SE I Year 1 Payout Table			SE I Year 2 Payout Table		
	Revenue	Rate		Revenue	Rate
≤	\$135,000	30%	≤	\$340,000	22%
>	\$135,000	120%	>	\$340,000	46%

*SE I Year 2 Payout Table shall continue in effect after a Rep's Second Year

Telesales DQ team:

NISD/BOTS	NISD Rate
0% - 60%	15%
>60% - 100%	25%
> 100%	40%
New Business	40%
Retention \$10	

Monthly Commissions	
NISD/BOTS	% of NISD Paid
-50% to -45%	15%
>-45% to -40%	30%
> -40 to -35%	40%
> -35 to -30%	50%
> -30%	65%

Sales Policy Guidelines: The Company shall create “Sales Policy Guidelines” that set forth the administrative details and rules regarding how it will administer Sales Compensation. While these Guidelines shall not be subject to negotiation with the union, the Company agrees to notify the union in advance of implementing any changes to these Guidelines.

Draw for Sales Executive Transition:

A non-recoverable draw (“draw”) shall be paid during the first nine months of continuous employment for the purpose of transitioning current employees into the Sales Executive role and aiding their attainment of Target Total Compensation. Such draw shall equate to 24.5% of a transitioning rep’s TTC, which for an “SE I –

Transfer,” for example, equates to \$23,275. The draw for new employees shall be twelve months. Only the following employees shall be entitled to receive a draw:

- Newly hired Sales Executives;
- Premise Representatives transitioning to the Sales Executive role; and
- Digital Sales Executives transitioning to the Sales Executive role;
- New Media Representatives transitioning to the Sales Executive role.

Transfer Reps and New Sales Executives shall receive their draw based on a percentage of monthly target variable compensation, as set forth below:

Draw	New Rep	Transfer Rep
Month 1	100%	100%
Month 2	95%	90%
Month 3	90%	80%
Month 4	80%	70%
Month 5	70%	60%
Month 6	60%	50%
Month 7	50%	40%
Month 8	40%	30%
Month 9	30%	15%
Month 10	20%	
Month 11	10%	
Month 12	5%	

The draw shall be paid bi-weekly the first month, then on a monthly basis, in addition to the base salary of eligible employees for the first twelve months of continuous employment. The Company shall have the discretion to change the draw Percent of Monthly Variable Compensation Target over the course of the contract, including increasing or decreasing the number of months paid, and/or increasing or decreasing the percent paid, in order to ensure that reps are attaining Target Total Compensation. Draw compensation paid to SE’s shall be subject to debit protection rules.

Transition from As Earned Commissions:

If the total amount of Transition Supplement pay that a sales rep who is transitioning to a new role has received, as of the last pay period worked prior to the transition, is less than the amount (if any) of outstanding AEC milestones that a rep would otherwise be entitled to receive, then the rep shall be paid the difference between the outstanding AEC and the Transition Supplement paid. If the amount of Transition Supplement paid to a rep is greater than outstanding AEC, then the rep will not be eligible to receive any unpaid milestone commissions.

With respect to all terms and conditions set forth in Exhibit C and elsewhere in the collective bargaining agreement relating to sales roles, territories, account assignment, quotas, sales compensation, commission draws, and transition from As Earned Commissions, the parties have discussed the possibility that the Company will need to change such negotiated terms and conditions at times during the term of the agreement. In the event that such changes are needed, the company shall notify the union at least 30 calendar days in advance of the proposed changes in order to provide it an opportunity to negotiate over the proposed changes. In the event the union requests such negotiations, they shall occur within the 30 day notice period. If, at the end of that period, the Company and union have not come to an agreement on the proposed changes, the parties shall be deemed to be at impasse and the Company shall have the right to implement its proposed changes, whether modified through the negotiations with the union, or not. The Company's implementation of such changes shall not be arbitrable."

Internet Commission

Internet Sales

To account for internet contracts that exceed a 12 month value, the total contract will be converted to the equivalent of a twelve (12) month contract for commission purposes.

Opt-out Sales

Commissions for Opt-out sales will be paid based on the minimum term of the sale. If the customer does not opt-out the entire total commissions will be recalculated after the opt-out period has expired and commissions will be paid accordingly.

Sales Representatives Expense Payments

I. Eligibility.

As used in this Exhibit, “employee” shall mean regular employees assigned to the job classification for Outside Sales Roles.

II. Lodging.

Whenever an employee is assigned to a canvass territory requiring an overnight stay, the Company shall provide lodging. It shall make suitable arrangements for the employee. Should an employee elect to make personal arrangements, the employee will be paid a Daily Lodging Allowance of \$27.50. The Sales Representative must notify their Manager of their intent to use alternate arrangements, so that their Company-provided lodging can be released and no charge incurred.

III. Board.

Whenever the Company is obligated to provide board for an employee for three (3) meals on any one (1) day, the Company will provide a meal allowance for each meal in the following amounts:

Breakfast	\$ 9.00
Lunch	\$ 12.00
Dinner	\$ 21.00

1. If the sales representative uses the Company-provided lodging for the full week, they will receive the meal allowance for lunch and dinner on Monday, breakfast, lunch and dinner on Tuesday, Wednesday and Thursday and breakfast and lunch on Friday.
2. If the sales representative elects to make their own lodging arrangements while in the area, they will receive the same meal allowance as identified in number 1 above.
3. If a sales representative elects to commute to the remote location on a daily basis rather than stay overnight, they will be eligible to receive lunch only. They will not be eligible for any accommodation or other meal allowance.

IV. Automobile Reimbursements.

A. Updates.

Automobile fixed and running costs reimbursement amounts will be updated September 1, 2017, September 1, 2018 as follows:

9-1-2017	2%
9-1-2018	2%

B. Fixed Allowance and Running Costs.

Fixed auto allowances and running costs will be automatic reimbursements in bi-weekly payroll for all locations.

ALL Locations - \$ 315.00

Each employee is required to have a valid driver's license and to provide an appropriate automobile, acceptable to the Company as to appearance and operating condition, to be used for Company business. The Sales Representative must retain bodily injury and property damage insurance, with respect to automobiles used for Company business, with a minimum of \$100,000/\$300,000 bodily injury and \$50,000 property damage or \$300,000 combined single limit. Representatives will be required to furnish a current copy of their automobile insurance policy at least annually to confirm that these minimum coverage's are in effect.

C. Exclusions

Fixed Auto Allowances will not be reimbursed for the following:

1. Disability and time off without pay.
2. When an employee's last working day precedes the actual retirement date, no auto allowance will be paid for the time after the last day worked.

D. Commute Mileage Reimbursement – Shall Not be Applicable in Offices that have transitioned to the Company's new Go to Market Strategy, pursuant to Exhibit D

1. When an employee is assigned to report to a location more than 35 miles from his/her permanent reporting location the employee may choose to commute and will be reimbursed as follows:
 - a. For overnight canvasses, an employee who chooses to commute daily will be reimbursed at the rate of \$.35 per mile for the miles in excess of 70 miles (round trip) from his/her permanent reporting location for each day of work performed.
 - b. For overnight canvasses, an employee who chooses to accept company arrangements or make their own will be reimbursed at the rate of .35 per mile for the miles in excess of 35 miles (one way) from his/her permanent reporting location at the start of the workweek and the end of the workweek (Monday and Friday).
 - c. For those canvasses not requiring an overnight stay, the daily commute will be reimbursed at the rate of \$.35 per mile for the miles in excess of 35 miles (round trip) from his/her permanent reporting location for each day of work performed.

V. Mobile Phone Reimbursement.

Upon proof of service a monthly allowance as detailed below will be paid. This monthly allowance shall be discontinued upon disconnection, either temporary or permanent, of the service. The company reserves the right to request proof of service at any point during the length of this contract.

2. Any "Smartphone" device - \$60.00

VI. Virtual Work Environment

The Company shall pay a one-time payment of \$200 to employees required to work in a Virtual Work Environment. Such payment shall be used to cover employee expenses for items such as office, space, gas/electric, Wi-Fi, furniture, etc.

The Company shall provide employees all equipment necessary in order to fully perform their work.

EXHIBIT F

Employee Authorization For Payroll Deduction of Union Dues and Initiation Fee for CWA

(Last Name) (First Name) (Dept) (Local No.) (Social Security Number)

(Work Locality) (City or Town) (State) (Zip Code)

Beginning in _____, _____, I hereby authorize _____, to deduct from the compensation
(Month) (Year) (Employer)
(including disability benefits or vacation payments) due me once an amount equal to the initiation fee certified in writing to the Company by the Secretary-Treasurer of the Communications Workers of America, or his/her duly constituted agent, and each month an amount equal to regular monthly Union dues, certified in writing to the Company by the Secretary-Treasurer of the Communications Workers of America, or his/her duly constituted agent. Each amount so deducted shall be remitted to the Secretary-Treasurer of the Communications Workers of America, or his/her duly constituted agent. If for any reason the Company fails to make a deduction, I authorize the Company to make such deduction in a subsequent payroll period.

This authorization is voluntarily made and is neither conditioned on my present or future membership in the Union, nor is it to be considered as a quid pro quo for membership. This authorization shall continue in effect until canceled by written notice signed by me and individually sent to the Company and to the Union. This cancellation of authorization must be postmarked during the fourteen (14) day period prior to each anniversary date of the current or any subsequent Collective Bargaining Agreement, or during the fourteen (14) day period prior to the termination of the current or any subsequent Collective Bargaining Agreement.

(Date) (Signature of Employee Authorizing Deduction)

Union membership dues and agency fees are not deductible as charitable contributions for Federal income tax purposes. Dues and agency fees, however, may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

Employee Waiver of Union Representation

YP – Midwest Publishing LLC

EMPLOYEE WAIVER OF UNION REPRESENTATION

Date _____

Employee Name/UID _____

Classification _____

The above-named employee waived Union representation during a disciplinary meeting conducted on the above date.

Employee's Signature:

Supervisor's Signature:

August 11, 2013

Ms. Monica Hogan
International Representative
Communications Workers of America, AFL-CIO
20525 Center Ridge Rd., Suite 700
Cleveland, Ohio 44116

RE: New Product & Product Enhancement Trials

Dear Ms. Hogan:

This letter will serve to confirm the understanding reached between YP Midwest Publishing LLC and the Communications Workers of America regarding New Product and Product Enhancement Trials.

With a shared commitment to work together towards common goals, both parties recognize the need to bring new products and enhancements to existing products to the market swiftly in order to be responsive to the needs of our customers and users.

The parties recognize that the scope of these trials require flexibility with regard to selection, assignment and compensation of employees. Prior to implementation, the Company agrees to discuss with the Union, the compensation, assignment and selection of bargained for employees to be used in these trials. During the trial, should the Company deem any subsequent changes are needed, it will discuss such changes with the Union.

There shall be no obligation by the Company to continue any trial. Any plan to compensate bargaining unit employees beyond the trial periods shall be the subject of collective bargaining between the parties.

This agreement shall continue in effect until August 13, 2016, or unless mutually agreed otherwise by the parties.

Sincerely,

Gary R. Winkler
For YP Midwest Publishing LLC

Monica Hogan
For Communications Workers of America

August 11, 2013

Ms. Monica Hogan
International Representative
Communications Workers of America, AFL-CIO
20525 Center Ridge Rd., Suite 700
Cleveland, Ohio 44116

RE: Sales Compensation Review

Dear Ms. Hogan:

During the 2013 collective bargaining the Union and Company discussed the various components of the Sales Compensation Plan and its impact upon corporate revenue, customer service and the sales force.

In this regard, the Company agrees that it will continue to periodically review the motivational aspects of sales compensation with respect to revenue maintenance, growth and the impact on sales compensation earnings.

Should the Company and the Union mutually agree during the term of the current agreement that modifications to the Sales Compensation Plan are warranted, the Company and Union will commence negotiations at a mutually agreed upon time.

Sincerely,

Gary R. Winkler
For YP Midwest Publishing LLC

Monica Hogan
For Communications Workers of America

August 11, 2013

Ms. Monica Hogan
International Representative
Communications Workers of America, AFL-CIO
20525 Center Ridge Rd., Suite 700
Cleveland, Ohio 44116

RE: Sales Reference Guidelines

Dear Ms. Hogan:

During 2013 bargaining YP Midwest Publishing LLC (YP) and the Communications Workers of America discussed the topic of sales policies, procedures and guidelines and the important role they play in providing competitive, world-class service to customers of YP. Due to the wide range of topics and the depth of the discussions surrounding this critical sales results issue, the parties agree to meet, as soon as practicable after ratification of the 2013 Collective Bargaining Agreement, to solicit valued input from the Union and discuss the guidelines established by management.

Sincerely,

Gary R. Winkler
For YP Midwest Publishing LLC

Monica Hogan
For Communications Workers of America

August 11, 2013

Ms. Monica Hogan
International Representative
Communications Workers of America, AFL-CIO
20525 Center Ridge Rd., Suite 700
Cleveland, Ohio 44116

RE: Competition

Dear Ms. Hogan:

As we discussed during 2013 bargaining, one of the major challenges confronting YP is building a strong and profitable company in the new competitive marketplace. It is a fact of life that competition is growing throughout YP's markets and is expected to increase substantially in the future.

Realizing the serious threat competition poses to YP's business and employees, both parties agree that YP must respond aggressively to any competitive thrust into its markets.

The purpose of this letter is to confirm the understanding reached during these negotiations, that YP must have the flexibility to effectively run the business as well as the active cooperation of the Union in order to maintain competitive superiority within its markets. The Union recognizes that when confronted by competition, YP must be prepared to take quick and decisive action. This may entail innovative selling approaches and/or products to protect our market position. The Company will advise the Union of such actions in advance.

Sincerely,

Gary R. Winkler
For YP Midwest Publishing LLC

Monica Hogan
For Communications Workers of America

August 11, 2013

Ms. Monica Hogan
International Representative
Communications Workers of America, AFL-CIO
20525 Center Ridge Rd., Suite 700
Cleveland, Ohio 44116

RE: Time Off for Union Business

Dear Ms. Hogan:

As discussed during 2013 negotiations, this letter will confirm the Union's intent to make a good faith effort to act upon the cost containment and administrative concerns that relate to the subjects of time off the job for Union Representatives and attendance at grievance meetings. The Union agrees to communicate this through formal Steward School and other appropriate media.

The Union further affirms its willingness to discuss specific problems that relate to this issue.

Sincerely,

Monica Hogan
For Communications Workers of America

Gary R. Winkler
For YP Midwest Publishing LLC

August 11, 2013

Ms. Monica Hogan
International Representative
Communications Workers of America, AFL-CIO
20525 Center Ridge Rd., Suite 700
Cleveland, Ohio 44116

RE: Union Orientation for New Employees

Dear Ms. Hogan:

As a result of 2013 collective bargaining negotiations, YP Midwest Publishing LLC agrees to provide the highest ranking CWA official in a bargained for work group with an opportunity to meet with new employees to the Bargaining Unit.

The Union shall be given the opportunity to meet with the employee(s) for the purpose of new member orientation, which shall occur with consideration of sales appointments and business needs. The Union will notify the Company of the date and time such meeting is scheduled to be held.

Sincerely,

Gary R. Winkler
For YP Midwest Publishing LLC

Monica Hogan
For Communications Workers of America

August 11, 2013

Ms. Monica Hogan
International Representative
Communications Workers of America, AFL-CIO
20525 Center Ridge Rd., Suite 700
Cleveland, Ohio 44116

RE: Bargaining Unit Seniority

Dear Ms. Hogan:

The purpose of this letter is to set forth certain agreements and understandings between the Company and the Union with respect to bargaining unit seniority for those management employees on permanent management titles who are returned from management or transferred out of management into a bargaining unit job classification after the date of this letter.

For the purposes of Article 17, Seniority, of this Agreement and for purposes of scheduling of time off (vacation time, days in lieu of holidays which occur during a scheduled vacation week, excused work days, paid and non-paid, but excluding the Company designated excused work day), bargaining unit seniority shall be defined as follows:

- (a) Bargaining unit seniority for an employee promoted to management and returned to the bargaining unit after one (1) year from the date of promotion to management shall equal the net credited service earned in the bargaining unit. When the employee remains in the bargaining unit two (2) years after the employee's return from management, bargaining unit seniority shall equal net credited service earned in the bargaining unit and management positions.
- (b) Bargaining unit seniority for an employee hired into a management position and then into the bargaining unit shall equal the net credited service earned in the bargaining unit.

For all other purposes including the case of an employee promoted to management and returned to the bargaining unit within one (1) year of the date of promotion to management, bargaining unit seniority shall be the same as defined in Article 17, Seniority.

Sincerely,

Gary R. Winkler
For YP Midwest Publishing LLC

Monica Hogan
For Communications Workers of America

August 11, 2013

Ms. Monica Hogan
International Representative
Communications Workers of America, AFL-CIO
20525 Center Ridge Rd., Suite 700
Cleveland, Ohio 44116

RE: Union-Management Review Board

Dear Ms. Hogan:

During collective bargaining in 2013, the Communications Workers of America and YP Midwest Publishing LLC discussed their mutual interest in continuously striving to improve their relationship and to avoid unnecessary disputes. The Company and the Union agreed that they need to continuously explore changes in their traditional methods for handling problems, grievances and arbitrations, to seek new ways to resolve problems quickly and at the earliest possible opportunity and to improve their working relationship at all levels.

It was therefore agreed that during the term of the 2013 Collective Bargaining Agreement, CWA and YP may conduct a Union-Management Review Board Trial in accordance with the following procedure:

1. If the Company contemplates the dismissal of any commission compensated employee with more than twenty-four (24) months of net credited service, or a non-commission compensated employee with more than twelve (12) months of net credited service, the Company agrees to notify the International Union and to review the facts with the Union prior to the actual dismissal.
2. Following notification by the Company of such a contemplated dismissal, the International Union may optionally, within two (2) working days of such notice, request that a Union-Management Review Board be convened regarding the contemplated dismissal. This request must be made to the Company's Director - Labor Relations.
3. The Union-Management Review Board will be comprised of three (3) Company representatives and three (3) Union representatives.
4. Within two (2) working days of the Union's request, the Company will notify the Union of the names of the three (3) Company representatives of the Board, and the Union will notify the Company of the names of the three (3) Union Board representatives.
5. The Union will advise the involved employee that they have the right to attend the Board meeting. The parties' intent is that except in unusual circumstances, the employee will attend

the meeting. Either party's attendance at such meeting shall be satisfied by the physical presence of a duly authorized representative of each party. Additional authorized representatives may attend such meetings telephonically, or via other electronically-assisted means.

6. The purpose of the Board meeting will be to fully review the facts that are available concerning the contemplated dismissal, to permit the employee, or the Union in the employee's absence, to present any facts which the employee believes should be considered by the Company and to make a determination regarding the case in a just and speedy manner.
7. The Board will meet within ten (10) working days of the original notification of contemplated dismissal. Upon meeting, the Company will determine the appropriate disposition of the employee's case.
8. Following the Board meeting, if the Company dismisses the employee, the case will be considered closed, unless, within fifteen (15) calendar days of dismissal, the Union elects one of the following:
 - (a) If the employee was present at the Board meeting, to advance this matter directly to Arbitration as provided in Article 23, Arbitration of the 2013 Collective Bargaining Agreement; or
 - (b) If the employee was not present at the Board meeting to advance this matter directly to Step 3 of the Grievance Procedure as set forth in the 2013 Collective Bargaining Agreement.
9. Union Board representatives who are Company employees will be excused during their regularly scheduled hours and paid for time spent in the Board meeting only if the employee is also present at the meeting. Such paid time will be considered as time worked for the purpose of computing overtime.

Nothing in this trial shall circumvent or avoid collective bargaining by the parties with regard to mandatory subjects of bargaining. All recommendations must be approved by CWA Vice President - District 4 and the Company's Director - Labor Relations prior to implementation of the trial.

Sincerely,

Gary R. Winkler
For YP Midwest Publishing LLC

Monica Hogan
For Communications Workers of America

August 11, 2013

Ms. Monica Hogan
International Representative
Communications Workers of America, AFL-CIO
20525 Center Ridge Rd., Suite 700
Cleveland, Ohio 44116

RE: Contracting of Work

Dear Ms. Hogan:

During 2013 negotiations, we talked about contracting out work, transferring work out of the bargaining unit to employees in other work groups and the introduction of new technology in the publishing industry. We also discussed YP's need to remain strong, competitive and profitable and to respond rapidly to changing conditions in the marketplace.

In light of the dynamic, highly competitive environment in which we operate, the Company will retain discretion to contract out work, allocate work among all YP's work groups and introduce new technology.

In making decisions regarding contracting out work, we will carefully consider the interests of the business, our customers and our employees. In the event that the Employment Opportunity Agreement funding has been exhausted during the term of this Agreement, we commit that YP will follow a general policy that existing work traditionally performed by our regular employees will not be contracted out if it will currently and directly cause layoffs or part-timing of regular employees who would otherwise perform the work. Should the Company plan any deviation from this policy, the Union will be notified before any action is taken.

Sincerely,

Gary R. Winkler
For YP Midwest Publishing LLC

Monica Hogan
For Communications Workers of America

August 11, 2013

Ms. Monica Hogan
International Representative
Communications Workers of America, AFL-CIO
20525 Center Ridge Rd., Suite 700
Cleveland, Ohio 44116

RE: Optional Temporary Layoff and Recall Procedure

Dear Ms. Hogan:

This letter will confirm the understanding reached during 2013 bargaining that in the event the Company determines the necessity for adjusting forces on a temporary basis apart from the emergency situation outlined in Article 26, Force Adjustment, of the Collective Bargaining Agreement, the Company at its sole discretion may elect to implement the following procedure:

1. When the Company anticipates a temporary force surplus condition on specified job classification(s) in specified work location(s), the Company will so notify the International Representative of the Union and the President of the Local(s) involved not less than five (5) workdays in advance of the temporary force reduction.
2. The Company shall determine the job classification(s) and work location(s) in which a temporary surplus exists, the number of employees in such classification(s) and location(s) which are considered to be surplus and the period during which the employees will remain on temporary layoff subject to the provisions in Paragraph (5).
3. Beginning with the notice to the Union and continuing for three (3) work days, regular employees who are not already on temporary layoff on the specified job classification(s) and in the specified work location(s) will have the opportunity to submit to their supervisors written application forms requesting a temporary layoff under the terms and conditions set forth below.

A copy of the application will be retained by the supervisor, a copy given to the employee and a copy sent to Human Resources. To be valid, the application must be dated and signed by the employee and supervisor. These application forms shall be irrevocable upon receipt by the Company.

4. After the application period is over, the Company will select those employees who submitted valid application forms and temporarily lay them off in seniority order to the extent necessary to relieve the surplus. An employee shall not be temporarily laid off under this procedure for more than one hundred and twenty (120) calendar days in any twelve (12) month period unless unusual conditions warrant, as determined by the Director - Labor Relations.

5. Employees will be temporarily laid off for at least thirty (30) calendar days, unless recalled for emergency work, up to a maximum of one hundred and twenty (120) calendar days. If practicable, employees will be given one (1) week's advance notice prior to recall. An employee will be notified of the employee's recall date by registered letter to the last address of Company record. Failure to return to work within five (5) scheduled work days after the employee's recall date or delivery of notice, whichever occurs later, will constitute job abandonment and the employee will be considered to have voluntarily terminated the employee's employment relationship with the Company as of the employee's recall date.
6. Employees who are temporarily laid off will be recalled in inverse seniority order to the job classification and work location from which they were laid off. However, the Company may elect to recall a temporarily laid off employee out of inverse seniority order should a written request be made by the employee.
7. If there continues to be a temporary surplus condition on a job classification and work location, the Company will again invoke the notice and application procedures outlined in Paragraphs (1) and (3) prior to laying off employees in accordance with Paragraph (4).
8. Temporarily laid off employees will continue to accrue seniority and be covered under Company Benefit Plans during the period of layoff, but will not be eligible to receive termination payments as a result of the temporary layoff.
9. Temporarily laid off employees will be paid for a portion of their vacation eligibility rather than being allowed to schedule the time off after recall, according to the following schedule:

<u>Duration of Temporary Layoff</u>	<u>Paid for Vacation</u>
0 - 30 days	3 Days
31 - 60 days	1 Week
61 - 90 days	8 Days
91 - 120 days	2 Weeks

- 10.** The optional temporary layoff procedure is a means to relieve temporary force surplus conditions and is not intended to be a substitute for permanent force adjustments. This procedure does not limit in any way the Company's rights to adjust, transfer or assign the workforce as the needs of the business require.

Sincerely,

Gary R. Winkler
For YP Midwest Publishing LLC

Monica Hogan
For Communications Workers of America

August 11, 2013

Ms. Monica Hogan
International Representative
Communications Workers of America, AFL-CIO
20525 Center Ridge Rd., Suite 700
Cleveland, Ohio 44116

RE: Special Surplus Consideration

Dear Ms. Hogan:

During 2013 bargaining discussions related to changing business conditions, changes in how the Company conducts business and possible effects on our employees took place. In this regard, the Company and the Union recognize the need for joint discussion and cooperation concerning the effects on our employees that evolve from such business changes.

In situations in which an employee surplus occurs, the Company and the Union will attempt to diminish or eliminate the detrimental effects by reviewing problems, discussing the applications and terms of various contract provisions and Company programs and recommending solutions to the problem.

However, in the event that YP contractual surplus procedures do not resolve the surplus, this letter will confirm our understanding that the Company will discuss with the Union the opportunity of any remaining qualified surplus to be considered for available positions in job titles covered by the Agreements between AT&T Advertising Solutions Midwest and the Communications Workers of America, effective August 11, 2013.

Sincerely,

Gary R. Winkler
For YP Midwest Publishing LLC

Monica Hogan
For Communications Workers of America

August 11, 2013

Ms. Monica Hogan
International Representative
Communications Workers of America, AFL-CIO
20525 Center Ridge Rd., Suite 700
Cleveland, Ohio 44116

RE: Employee Assistance Plan

Dear Ms. Hogan:

YP Midwest Publishing LLC (YP) and the Communications Workers of America discussed during the 2013 bargaining the importance of a program to assist employees in solving serious personal problems.

YP's employees can suffer from the same problems as everyone else: alcohol and drug dependency, financial and family difficulties and depression.

The Company and the Union agree that both parties will work together to strengthen the Employee Assistance Plan.

Sincerely,

Gary R. Winkler
For YP Midwest Publishing LLC

Monica Hogan
For Communications Workers of America

August 11, 2013

Ms. Monica Hogan
International Representative
Communications Workers of America, AFL-CIO
20525 Center Ridge Rd., Suite 700
Cleveland, Ohio 44116

RE: Flextime

Dear Ms. Hogan:

During the collective bargaining process in 2013, the subject of Flextime was discussed. It was jointly agreed by both the Union and Management that a sincere effort by both parties should be continued to make flextime as usable and effective as possible.

In this regard, Management has set forth guidelines to be followed in administering flextime.

Following is a summary:

- Core starting hours may be between 6:30 a.m. and 9:00 a.m. based on a forty (40) hour workweek.
- Core ending hours may be between 3:00 p.m. and 5:30 p.m.
- Individual starting and ending times will be worked out on a local basis.
- Lunch hours may be one half (1/2) hour, one (1) hour or one and one-half (1-1/2) hours.
- The current use of one-half (1/2) day vacations will continue to be observed.
- Employees' individual "Flextime" schedules must be maintained from payroll period to payroll period, and must remain in force through the end of the particular payroll period.

The Union recognizes the right of Management to set hours of work to meet the needs of the business. Accordingly, the Company will periodically review the impact of the guidelines. If the Company concludes that the arrangement adversely affects productivity, creates inefficiencies or results in employee abuse, it will discuss its finding with the Union in an attempt to arrive at a mutually satisfactory resolution to address the problem(s). If the problem identified by the Company is not remedied within a reasonable period of time after the first discussion with the Union, it will implement appropriate changes after giving the Union notice.

Sincerely,

Gary R. Winkler
For YP Midwest Publishing LLC

Monica Hogan
For Communications Workers of America

August 11, 2013

Ms. Monica Hogan
International Representative
Communications Workers of America, AFL-CIO
20525 Center Ridge Rd., Suite 700
Cleveland, Ohio 44116

RE: Four Day Workweek

Dear Ms. Hogan:

In certain administrative work units or work groups, it may be beneficial to the employees and in the best interest of the business to establish a four-day schedule as a normal workweek. Accordingly, where the Company and the Union agree, the number of hours which presently constitute a normal five-day workweek schedule will be scheduled in equal amounts over four days.

Differential payments for evening and night work shall not be made unless some or all of the hours which would otherwise constitute a normal workday if scheduled over five days fall within the period of time for which such differential is paid, in which event differential payments shall be made in accordance with the agreement.

Subject to the paragraph above and before implementing a four-day schedule in any work group, Management and the Union will establish the parameters and implementation procedures for such four-day workweek. The following guidelines may be utilized:

- (a) An employee must be scheduled for a four-day week at the beginning of a week and remain on this schedule for entire week.
- (b) All paid or non-paid absence days (sickness, excused work days, day at a time vacation) within a week in which the employee is scheduled for four ten-hour days will be treated as ten-hour days.
- (c) A week in which a paid holiday falls shall be scheduled as a five-day, eight-hour a day workweek.
- (d) An employee can be granted a week's vacation in increments of four (4) days at ten (10) hours a day to equate to forty (40) hours of paid vacation or reschedule the week as a five-day, eight-hour a day workweek. If an employee has not taken all entitled vacation using four ten-hour day scheduling, the remaining vacation day(s) will be treated as eight-hour days.

- (e) An employee who becomes ill and the illness extends to disability will remain on the schedule last worked until the employee is able to return to work.
- (f) No daily overtime payment shall be made for any of the hours worked which constitute the normal workweek, even though scheduled over four days.
- (g) There will be no restrictions regarding which four days in a week will be scheduled, except that at least two nonscheduled days must be consecutive.
- (h) All training will be scheduled as eight-hour day shifts.

Sincerely,

Gary R. Winkler
For YP Midwest Publishing LLC

Monica Hogan
For Communications Workers of America

August 11, 2013

Ms. Monica Hogan
International Representative
Communications Workers of America, AFL-CIO
20525 Center Ridge Rd., Suite 700
Cleveland, Ohio 44116

RE: Vacation Schedules

Dear Ms. Hogan:

During 2013 bargaining the Company and the Union discussed the importance of circulating the vacation schedule prior to the beginning of each calendar year. The Company will begin passing the vacation schedules in each work group by December 1st, but no later than the first working day of the New Year.

Sincerely,

Gary R. Winkler
For YP Midwest Publishing LLC

Monica Hogan
For Communications Workers of America

-
August 11, 2013

Ms. Monica Hogan
International Staff Representative
Communications Workers of America
20525 Center Ridge Road
Suite 700
Cleveland, OH 44116

RE: COPE Deductions

Dear Ms. Hogan:

COPE Payroll Deduction: The Company agrees to make collection of CWA-COPE-PAC payments of any bargaining unit employee through payroll deduction upon the order in writing, signed by such employee, and to pay over the amount thus deducted to the CWA-COPEPAC.

Sincerely,

Gary R. Winkler
For YP Midwest Publishing LLC

Monica Hogan
For Communications Workers of America

August 11, 2013

Ms. Monica Hogan
International Representative
Communications Workers of America, AFL-CIO
20525 Center Ridge Rd., Suite 700
Cleveland, Ohio 44116

RE: Monitoring

Dear Ms. Hogan:

The Company and the Union acknowledge that there is a responsibility to provide high quality service to customers and the need to be in a position to effectively compete in today's increasingly competitive communications industry. It is the intent to develop overall performance to provide service to customers in an efficient, courteous and responsive way.

Monitoring is a tool to evaluate the on-line effectiveness of employees to reach and maintain quality service. The approach for monitoring will continue to be based on a premise that fosters a work environment that builds on mutual trust and respect which enhances job satisfaction.

Monitoring includes, but is not limited to, the following:

- a) Service Observations: Monitoring of this type is intended to randomly review the performance of the work group to determine their effectiveness in providing quality service to customers. Official Service Observations, made at the direction of the Company for the primary purpose of determining the overall quality of service furnished to customers, are not intended nor will they be used for the purpose of identifying or rating the performance of individual employees except as noted below. The Company will not publish any result data of any official observing for small offices that would allow for identification of individual employees.
- b) Diagnostic: Monitoring of this type is intended to review and evaluate new or changed products, practices and procedures.
- c) Evaluative Developmental: Monitoring of this type is intended to be handled in a professional and confidential manner and to document performance of the individual employee for evaluation purposes. This type of monitoring will be conducted by management personnel and will generally be done at the work address location. While conducting remote evaluative/developmental monitoring, management must display a visual indicator that employee monitoring is in progress. Evaluative Developmental call monitoring will be from a sampling of calls. Such calls will not be arbitrarily selected for evaluative purposes. The monitoring results should be reviewed with the employee within twenty-four (24) hours after the monitoring has taken place. Other managerial steps, such as training sessions, visual observations, individual discussions and coaching may be used in addition to monitoring to evaluate and improve an employee's performance.

Individual notification will be given to employees to be monitored the day the Evaluative Developmental Monitoring takes place. Employees' preference for side by side or remote observations will be honored where existing facilities permit.

Exception: Individual notification and preference are applicable once an employee has six (6) months' on job experience after completion of formal training.

Where an employee demonstrates difficulty meeting established performance expectations, he/she may lose the privilege of receiving notification and choice of preference until performance expectations are met on a consistent basis.

Monitoring used for Service Observations or Diagnostic review, will not result in employee discipline unless customer abuse, fraud or violation of the Company Code of Business Conduct are involved.

To administer monitoring, the Company will set guidelines on the monthly number of Service Observation and Diagnostic calls handled by employees which will be subject to managerial monitoring. These guidelines will provide for reasonable Company-wide consistency in the number of monitored calls needed to obtain a valid sample of the employee's grade of service and to determine his/her training needs. Monitoring is not intended to harass an individual employee or any group of employees, nor should it be used to create an atmosphere of pressure in the work environment.

The Company's reasons for engaging in monitoring will be explained to employees' subject thereto. They will be informed of the proper use of such monitoring by their managers.

Managers will be trained in analyzing observation data, in planning appropriate training, and in improving their interviewing skills, including placing emphasis on the positive aspects of an employee's job performance.

At their request, employees will be allowed reasonable time during working hours (normally during a feedback of the results of manager's monitoring) to review their monitoring records and work performances summaries.

It is not the Company's primary intent to use electronic reports to monitor and discipline employees. However, should the Company become aware of misconduct through the normal use of electronic reports the Company can not ignore such information and reserves the right to take appropriate action, including application of appropriate discipline.

Sincerely,

Gary R. Winkler
For YP Midwest Publishing LLC

Monica Hogan
For Communications Workers of America

August 11, 2013

Ms. Monica Hogan
International Representative
Communications Workers of America, AFL-CIO
20525 Center Ridge Rd., Suite 700
Cleveland, Ohio 44116

RE: Management Employee Moving into Bargaining Unit

Dear Ms. Hogan:

As a result of 2013 collective bargaining negotiations, the Company and the Union agree that net credited service as it applies to termination payments for management employees moving into the bargaining unit will only include time worked while covered by a YP, Ameritech, SBC, or AT&T collective bargaining agreement.

Sincerely,

Gary R. Winkler
For YP Midwest Publishing LLC

Monica Hogan
For Communications Workers of America

LETTER 19

January 25, 2013

Ms. Monica Hogan
CWA Representative
Communications Workers of America, AFL-CIO
20525 Center Ridge Road
Suite 700
Cleveland, OH 44116

RE: Exhibit C Transition

Dear Ms. Hogan:

This letter will serve to confirm the understanding reached between YP Midwest Publishing LLC and the Communications Workers of America regarding transition from the Collective Bargaining Agreement dated August 15, 2010, to the Collective Bargaining Agreement dated, August 11, 2013.

The targeted implementation date for the As Earned Commission program (Exhibit C) will be July 31, 2013. As a result:

1. All 2013 directory issues will be worked under the terms of Exhibit C of the Collective Bargaining Agreement (CBA) dated August 15, 2010.
2. Any 2014 account with any section processed under Exhibit C of the CBA dated August 15, 2010 will have the entire account processed under the August 15, 2010 CBA.
3. Any 2014 account processed after the implementation of the As Earned Commission program will have the entire account processed under the terms of Exhibit C of the Collective Bargaining Agreement dated August 11, 2013

The parties further agree that effective with the gate rollover in February of 2013, the Advertiser Increase and New In/Non Ad gates for Account Executive Premise and Account Executive Telephone will be 50% of those stated in the Collective Bargaining Agreement dated August 15, 2010. Upon ratification, the gates will be adjusted and any accounts processed will be retroactively adjusted.

Sincerely,

Gary R. Winkler
For YP Midwest Publishing LLC

Monica Hogan
For Communications Workers of America

August 11, 2013

Ms. Monica Hogan
CWA Representative
Communications Workers of America, AFL-CIO
20525 Center Ridge Road
Suite 700
Cleveland, OH 44116

RE: Pooled Titles for Surplus

Dear Ms. Hogan:

This letter covers understandings reached between the Company and the Union regarding pooling certain work units within a location for surplus purposes.

1. Within locations identified in Exhibit B, employees in the following work units will be combined by job classification and ranked in seniority order. The work units are as follows:
 - Customer Service
 - Publishing – Publishing & Design Services
 - Publishing – Directory Listing Services
 - Sales Operations
 - Pre-Sales Support
2. Employees not identified as surplus in the process may be required to move to a different work unit within the location to satisfy vacancies created in work units where no surplus exists.
3. Should the Company reorganize in such a way as to alter the Work Units as they existed on August 11, 2013, the Parties agree to meet to identify new Work Units and pooled titles in order to accomplish the intent of this letter.

Sincerely,

Gary R. Winkler
For YP Midwest Publishing LLC

Monica Hogan
For Communications Workers of America

LETTER 21

August 11, 2013

Ms. Monica Hogan
International Staff Representative
Communications Workers of America
20525 Center Ridge Road
Suite 700
Cleveland, OH 44116

RE: Gasoline Expense

Dear Ms. Hogan:

This is to confirm our agreement that should the cost of gasoline exceed \$4.00 per gallon, the parties will meet to discuss the impact on Sales Representative expenses.

Sincerely,

Gary R. Winkler
For YP Midwest Publishing LLC

Monica Hogan
For Communications Workers of America

August 11, 2013

Ms. Monica Hogan
International Staff Representative
Communications Workers of America
20525 Center Ridge Road
Suite 700
Cleveland, OH 44116

RE: Neutral Evaluation

Dear Ms. Hogan:

During 2013 bargaining we discussed the concept of a neutral evaluation process. The following sections represent the agreement reached during those discussions.

The neutral evaluation process will be conducted as a trial for the calendar year of 2011.

At the conclusion of that trial, the parties will discuss the merits of the process, which may be extended by mutual agreement.

The mechanics of the process will operate as follows:

As soon as is reasonable following ratification of this agreement, the parties will each select five (5) arbitrators who will comprise a special panel of ten (10) neutral evaluators (“evaluators”) to be utilized for the purpose of this process. The parties will schedule neutral evaluation days with the evaluators, where the evaluator may hear up to four (4) dismissal and/or suspension cases per day. Each case will be limited to ninety (90) minutes as set forth below. The cases will be evenly distributed among the evaluators as practicality permits. The parties agree to equally share the compensation and expenses of cases evaluated, except in instances where cases are withdrawn less than twenty-four (24) hours in advance of the scheduled time for the evaluation in such event, the withdrawing party will be responsible for any cancellation fees and/or expenses incurred.

Proceedings before the evaluator shall be informal in nature. The presentation of evidence and the issues heard will be limited to that which has already been presented or asserted during the grievance and/or Union-Management Review Board process. Formal rules of evidence will not apply. The parties will be represented by Labor Relations Case Managers and local Union Representatives, and no official record of the neutral evaluation will be kept.

Each party may have no more than two (2) individuals attend the neutral evaluation proceeding; and, each party will be limited to a half hour presentation. When unusual circumstances warrant the parties may mutually agree, prior to the date of the evaluation, that one additional representative may attend for either party; or, that the presentation time for each party may be extended by a period not to exceed thirty minutes.

The evaluator will be provided one half hour to question both parties in the presence of one another, and to render his or her advisory opinion. This advisory opinion will resolve any procedural or arbitrability issues and/or determine whether the company acted with or without just cause, and where the disciplinary action lacked just cause what, if any, remedy should be imposed. Under no circumstances will the Company be liable for back pay for more than three (3) months after the date of the disciplinary action.

Within two (2) working days following the evaluator's advisory opinion, a party must notify the other party in writing if the party rejects the evaluator's advisory opinion; otherwise it will be treated as accepted by the party. In instances where the parties accept the evaluator's advisory opinion of no just cause, the company agrees to implement the remedy within ten (10) working days. In instances where the parties accept the evaluator's advisory opinion of just cause, the Union agrees to withdraw the grievance in writing within ten (10) working days.

In instances where the Company or the Union rejects the evaluator's opinion the case will be deferred to the regular arbitration process. No statements made by either party at the neutral evaluation proceeding may be introduced as evidence at an arbitration hearing by the other party.

Sincerely,

Gary R. Winkler
For YP Midwest Publishing LLC

Monica Hogan
For Communications Workers of America

August 11, 2013

Ms. Monica Hogan
International Staff Representative
Communications Workers of America
20525 Center Ridge Road
Suite 700
Cleveland, OH 44116

Re: Pension and Benefits

Dear Ms.Hogan:

Revise the necessary YP Pension Plan documents to reflect that the YP Pension Plan, as successor to the Midwest Program AT&T Pension Benefit Plan, shall be frozen for the purpose of all future service benefit accruals, including any early retirement enhanced annuity or subsidy accrual, as of August 11, 2013. Therefore, as of August 11, 2013, there shall be no future service benefit accruals and the monthly benefit accrued per year of service under the Plan, shall be \$0.

Revise the necessary YP Pension Plan documents to reflect the fact that the YP Pension Plan, as successor to the Bargained Cash Balance Program #2 of the AT&T Pension Benefit Plan, shall be frozen for the purpose of all future service benefit accruals, as of August 11, 2013. Therefore, as of August 11, 2013, there shall be no future service benefit accruals and the monthly benefit accrued per year of service under the Plan, shall be \$0.

To the extent permissible by law, and provided that such transaction will not jeopardize the tax or other legal status of the YP Holdings LLC Pension Fund ("Fund"), nor cause the Fund to incur excessive additional costs, the Fund shall permit Employees covered by the CWA District 4 collective bargaining agreement to roll-over vested benefits into a qualified plan, beginning as soon as practicable, on or after ratification of this Agreement.

Sincerely,

Gary R. Winkler
For YP Midwest Publishing LLC

Monica Hogan
For Communications Workers of America

August 11, 2013

Ms. Monica Hogan
International Staff Representative
Communications Workers of America
20525 Center Ridge Road
Suite 700
Cleveland, OH 44116

Re: Wage Progression Increases

Dear Ms.Hogan:

As discussed in bargaining, in the new YP HR Payroll System by ADP, wage progression scale increases will take effect at the start of the next full pay period after the service anniversary date has occurred. The new next increase date will continue to be calculated from the actual date in the system.

Sincerely,

Gary R. Winkler
For YP Midwest Publishing LLC

Monica Hogan
For Communications Workers of America

LETTER 25
(Deleted)

January 23, 2013

Ms. Monica Hogan
International Representative
Communications Workers of America, AFL-CIO
20525 Center Ridge Rd., Suite 700
Cleveland, Ohio 44116

Re: Training and New Hire Rates

Dear Ms. Hogan:

This letter shall formalize our discussions during negotiations regarding the rates of pay that may be applied to new hires. "New hires" shall include only employees who have completed their training period, which shall last no longer than the first six (6) months of employment. The Company shall determine when employees complete their training periods, up to the six (6) month limit, and the rate of pay that shall be applied to employees while in this training period.

The parties agree to the following regarding the rates of pay for new hires:

Starting Rates: each employee who enters the service of the Company shall normally begin at the Start Rate for the appropriate job title, as set forth in Exhibit A, except that appropriate allowance over such starting rate may be made by the Company for an employee who has had previous experience or training considered to be of value. If the Company hires an employee with no prior training or experience at a rate of pay higher than the Start Rate, it shall raise the existing wage rate of all incumbents in that title and Market to match the rate of pay for the newly hired employee effective with the date of hire.

It is agreed that the determination of "previous experience or training considered to be of value" shall be made by the Company and shall include, but shall not be limited to, prior work experience, a "temp to perm" program at the Company, a college degree, etc.

Sincerely,

Gary R. Winkler
For YP Midwest Publishing LLC

Monica Hogan
For Communications Workers of America

January 23, 2013

Ms. Monica Hogan
International Representative
Communications Workers of America, AFL-CIO
20525 Center Ridge Rd., Suite 700
Cleveland, Ohio 44116

Re: Common Attendance Guidelines

Dear Ms. Hogan:

This letter shall formalize our discussions during negotiations regarding the common attendance guidelines for all employees covered by the 2013 Collective Bargaining Agreement (“CBA”) between the Communication Workers of America and YP Midwest Publishing LLC.

The parties agree to the following regarding the common attendance guidelines:

The Parties agree that effective ratification of the CBA the provisions of the 2013 Midwest/YP Publishing Attendance Guidelines (“Guidelines”) will apply to all employees covered by the CBA.

A copy of the Guidelines is attached.

In the event the Guidelines should change during the term of this Agreement due to the Company’s adoption of a global attendance policy, that policy shall supersede these guidelines, provided that the terms and provisions of such policy are equivalent to those in the Guidelines. Prior to the implementation of any such policy, the Company and Union shall meet to ensure that both parties agree that such policy is equivalent.

Sincerely,

Gary R. Winkler
YP Midwest Publishing LLC

Monica Hogan
For Communications Workers of America

January 24, 2013

Ms. Monica Hogan
International Representative
Communications Workers of America, AFL-CIO
20525 Center Ridge Rd., Suite 700
Cleveland, Ohio 44116

Re: Outsourcing of Customer Service and Publishing Jobs – Effects Bargaining Agreement

Dear Ms. Hogan:

During the course of YP's and District 4's negotiations for a collective bargaining agreement to succeed the agreement set to expire on August 10, 2013, the parties have met and negotiated in good faith concerning bargaining unit employees who will be displaced due to the outsourcing of their jobs in the Customer Service and Publishing areas of the business. In an attempt to help ease the transition of these employees from YP, the Company and Union have agreed to the following enhanced benefit terms, which shall become effective upon ratification of the successor collective bargaining agreement, only with respect to employees displaced due to the subject outsourcing:

1. Severance enhancement equal to an additional 25% of that presently provided 2010 collective bargaining agreement, based upon the employee's years of service.
2. Four (4) months post-termination medical coverage beginning the first day of the month following the month in which the employee is severed from employment, provided the employee has not obtained other medical coverage during that period, in which case the employee shall notify the Company and such post-termination medical coverage shall cease.

This letter supersedes all other provisions of the collective bargaining agreement, as well as any other verbal or written agreements, that may conflict with the terms herein. YP and CWA District 4 agree that each party has fully and completely satisfied their legal, contractual, and any and all bargaining obligations regarding the outsourcing of bargaining unit work.

Sincerely,

Gary R. Winkler
YP Midwest Publishing LLC

Monica Hogan
For Communications Workers of America

Ms. Monica Hogan
 International Representative
 Communications Workers of America, AFL-CIO
 20525 Center Ridge Rd., Suite 700
 Cleveland, Ohio 44116

Re: Alternative Bi-weekly Commission Rates

As discussed in bargaining, if business conditions require BOTS handled within a cycle year going above the top end of the historical range for the universe of full-year reps, then an alternate rate structure would be applied the next canvass cycle year.

The BOTS handled per full year Directory Advertising Sales Representative that would trigger the use of an alternative bi-weekly commission is \$160,000.

Alternative Bi-weekly Commissions	
NISD/BOTS	NISD Rate
0% - 60%	14%
60% - 85%	18%
85% - 100%	22%
100% - 120%	28%
>120%	31%
New	120%

The BOTS handled per full year Directory Telephone Sales Representative that would trigger the use of an alternative bi-weekly commission is \$85,000

Alternative Bi-weekly Commissions	
NISD/BOTS	NISD Rate
0% - 60%	8%
60% - 85%	10%
85% - 100%	13%
100% - 120%	17%
>120%	20%
New	120%

Sincerely,

Gary R. Winkler
 YP Midwest Publishing LLC

Monica Hogan
 For Communications Workers of America

LETTER 30
(Deleted)

January 24, 2013

Ms. Monica Hogan
International Representative
Communications Workers of America, AFL-CIO
20525 Center Ridge Rd., Suite 700
Cleveland, Ohio 44116

Re: Joint Commission Committee

The purpose of the Joint Commission Committee is to bring transparency to all aspects of sales, commissions charge back and to attempt to resolve any other problems with commissions.

The goals of the Joint Committee are:

- To ensure proper compensation to employees
- To ensure proper Charge backs to employees
- To streamline the amount of relevant data requests
- To streamline the amount of time used for the grievance process
- To improve the company-union relationship and open the lines of communication
- To save the company expenses on union time, gathering relevant data and incidental expenses

The Joint Committee shall:

- Consist of up to 4 union members and 4 company representatives, to be selected by the relevant parties
- Time for meetings shall be company paid

The Joint Committee's tasks shall include but not be limited to:

- Identifying relevant information pertaining to sales commission and charge backs
- Identifying who originated accounts
- Identifying when an account has been reassigned and why
- Determining if an account is a chargeback or recovery
- Assisting with any other relevant sales commission issues
- Suggesting solutions to the issues that it addresses

The Commission Committee will inform the company in writing with concerns and recommendations for solutions. The company shall make an effort to find solutions to issues raised by the Joint Committee.

Sincerely,

Gary R. Winkler
YP Midwest Publishing LLC

Monica Hogan
For Communications Workers of America

January 24, 2013

Ms. Monica Hogan
International Representative
Communications Workers of America, AFL-CIO
20525 Center Ridge Rd., Suite 700
Cleveland, Ohio 44116

Re: Pensions

The parties agree that YP shall revise the necessary YP Pension Plan documents to reflect that the YP Pension Plan, as successor to the Midwest Program AT&T Pension Benefit Plan, shall be frozen for the purpose of all future service benefit accruals, including any early retirement enhanced annuity or subsidy accrual, as of August 11, 2013. Therefore, as of August 11, 2013, there shall be no future service benefit accruals and the monthly benefit accrued per year of service under the Plan, shall be \$0.

The parties agree that YP shall revise the necessary YP Pension Plan documents to reflect the fact that the YP Pension Plan, as successor to the Bargained Cash Balance Program #2 of the AT&T Pension Benefit Plan, shall be frozen for the purpose of all future service benefit accruals, as of August 11, 2013. Therefore, as of August 11, 2013, there shall be no future service benefit accruals and the monthly benefit accrued per year of service under the Plan, shall be \$0.

Sincerely,

Gary R. Winkler
YP Midwest Publishing LLC

Monica Hogan
For Communications Workers of America

January 24, 2013

Ms. Monica Hogan
International Representative
Communications Workers of America, AFL-CIO
20525 Center Ridge Rd., Suite 700
Cleveland, Ohio 44116
Re: Health and Welfare

The parties hereby agree to the terms of the YP MIDWEST PUBLISHING LLC /CWA DISTRICT 4 BENEFITS AGREEMENT, (“Benefit Agreement”) attached hereto, which shall apply to all bargaining unit employees subject to the eligibility rules of the Agreement. The Benefit Agreement is hereby incorporated into this MOA, and shall be incorporated into the new Agreement, replacing all other prior agreements between the Company and the Union regarding health and welfare benefits.

Sincerely,

Gary R. Winkler
YP Midwest Publishing LLC

Monica Hogan
For Communications Workers of America

January 24, 2013

Ms. Monica Hogan
International Representative
Communications Workers of America, AFL-CIO
20525 Center Ridge Rd., Suite 700
Cleveland, Ohio 44116

Re: Post Retirement Medical Coverage

The parties agree that, as of August 11, 2013 (“Effective Date”), Employees shall cease to obtain eligibility for post-retirement medical coverage under the YP Group Health Plan, provided however, that any Employee who has established Eligibility as of the Effective Date shall retain such eligibility. It is agreed and understood that the provision of retiree medical coverage, including the types of benefits provided and costs of such benefits, is subject to the sole discretion of the Company, as provided through the YP Group Health Plan, including, without limitation, the right to amend, modify or terminate such benefits in all respects.

Sincerely,

Gary R. Winkler
YP Midwest Publishing LLC

Monica Hogan
For Communications Workers of America

January 24, 2013

Ms. Monica Hogan
International Representative
Communications Workers of America, AFL-CIO
20525 Center Ridge Rd., Suite 700
Cleveland, Ohio 44116

Re: Ratification Bonus

Each employee on the payroll as of the execution date of this Agreement shall receive a one-time, lump sum, Ratification Bonus of \$300 following the ratification of this Agreement, subject to all lawful and appropriate deductions.

Sincerely,

Gary R. Winkler
YP Midwest Publishing LLC

Monica Hogan
For Communications Workers of America

Ms. Monica Hogan
International Representative
Communications Workers of America, AFL-CIO
20525 Center Ridge Rd., Suite 700
Cleveland, Ohio 44116

Re: “Enhanced Digital Express” Trial

This Letter confirms the parties’ agreement for YP to conduct an “Enhanced Digital Express” Trial. The purpose of the Trial is to generate new revenue opportunities, permit the Company to provide advertisers with larger Digital Express (“DE”) opportunities, increase the Company’s competitive advantage, and increase our Sales Reps ability to meet customer needs. The Trial will last for a duration to be determined by the Company, based upon results. As part of the Trial, the Company will offer at least the following 4 new products:

1. DE Sales over \$50,000
2. 100,000 single drop Jumbo cards
3. 75,000 single drop Jumbo cards, and
4. 50,000 single drop Jumbo cards

Compensation and Results:

- Reps will receive 4% commission on each sale, commission to be paid on the total DE sale (e.g., \$50,000 @ 4% = \$2,000 commission)
- Results will be included for Monthly Commission purposes
- Results will be included for Performance Management purposes

Sincerely,

Gary R. Winkler
YP Midwest Publishing LLC

Monica Hogan
For Communications Workers of America

Ms. Monica Hogan
International Representative
Communications Workers of America, AFL-CIO
20525 Center Ridge Rd., Suite 700
Cleveland, Ohio 44116

Re: “Account Executive - New Media Representative Sales Compensation Plan” Trial

This Letter confirms the parties’ agreement regarding the sales compensation plan for Account Executive - New Media Representatives on a Trial basis.

The following provisions shall be added to Exhibit C – Sales Compensation Trial.

Account Executive – New Media

A. Compensation

In addition to base wages, New Media representatives will receive commission payments as follows:

a. Renewal/ITA Commissions:

NISD	Commission
Flat Rate	125%

b. New Commission:

NISD	Commission
Flat Rate	250%

Additionally, New Media Representatives will be paid a Monthly Commission for any amount over the cumulative annual objective. This Monthly Commission will be paid at 250%.

- The ***monthly*** cycle shall begin on February 1st and end on January 31st of the calendar year.
- The ***monthly*** commission is paid based on results in the system as of the last of each quarter.
- The ***monthly*** commission includes all sales results posting for the year-to-date regardless of cycle year, product, etc.
- ***The monthly commission will be capped at \$12,000 per month (except the last month of the year).***
- The payment amount is trued up each ***month*** based on total year-to-date results.

If at the end of the year, a rep has been over paid that amount will be recovered using normal processes which may include the debit protection provision.

Sincerely,

Gary R. Winkler
YP Midwest Publishing LLC

Monica Hogan
For Communications Workers of America

MEMORANDUM OF AGREEMENT REGARDING MUTUAL VALUES

YP Midwest Publishing LLC (“Company”), and the Communications Workers of America, District 4 (“CWA”), for and in consideration of the mutual promises set forth herein, enter into this Memorandum of Agreement Regarding Mutual Values (“Agreement”), this 25th day of January 2013.

Statement of Core Values

The Company and the CWA recognize that it is in the best interests of both parties, employees and customers that all dealings between them be characterized by high standards of integrity, mutual responsibility, respect, and cooperation. Accordingly, both parties are committed to ensuring that their respective representatives at all levels will comply with the specific terms of this Agreement, will treat representatives of the other party with respect, and will conduct themselves in a manner consistent with the intent and meaning of this Agreement.

The long-term success of the Company and the CWA are dependent upon meeting the needs of our customers, embracing technological change and competing aggressively in the marketplace. The Company must continually improve efficiency to ensure its ability to be competitive and to prosper. The CWA’s goal of growing membership and improving job security is linked to the Company’s business success.

The parties desire to eliminate as much as possible the perceptions of “winning” or “losing” regarding union representation and related campaign issues. The parties understand there is a risk that union organizing activities and related conduct may affect their relationship. The parties agree that the best ways to protect their relationship are: (a) to announce plans for a CWA organizing campaign and/or a CWA showing of interest signature solicitation campaign in advance; (b) to ensure informed employee choice free from fear, threats, intimidation and misrepresentation; and,

(c) to ensure a fair and reasonable process for determining whether or not employees choose to be represented by the CWA. The CWA and the Company agree that the decision whether or not to be represented by a union belongs exclusively to the employee and not to the CWA or the Company. The purpose of this Agreement is to establish, encourage, and nurture an environment which protects an employee's informed and free choice.

Mutual Obligations and Commitments

To fulfill these goals, the Company and the CWA agree to certain values, obligations and procedures. In fulfilling these commitments, the CWA and the Company agree to conduct themselves pursuant to the following guidelines during a union organizing campaign:

Above all else, the CWA and the Company agree to communicate with employees in a manner that does not unlawfully threaten, intimidate or harass those employees. In referring to the other party, the CWA and the Company will refer to each other by name. To avoid any ill will, no untruthful or defamatory references will be made about either party or their representatives. In an election campaign, the CWA and the Company agree not to use any third party persuaders to directly communicate with Company employee. So as to preserve the employees' ability to make long term versus short term decisions that are in their own best interests, the CWA and the Company agree that no benefits will be promised by either party to influence employees to support or to reject union representation and that no misrepresentations will be made to employees of the facts and circumstances surrounding their employment. The CWA and the Company agree that such campaigns will be free from employee threats, intimidation or misrepresentations. Consistent with the purposes of this Agreement, the parties agree that employees will be allowed to freely and knowingly decide whether or not to sign a union card and, ultimately, whether or not they wish to have union representation. In a joint effort to expedite fulfilling the desires of employees regarding union representation, the parties also commit to facilitate, and not unreasonably impede, any

National Labor Relations Board (“NLRB”) proceedings relating to a union representation election occurring pursuant to this Agreement.

As part of the election process, the parties will select an Umpire who will oversee the election process described below and resolve disputes relating to that election process. The CWA and the Company agree to deal candidly and in good faith with the Umpire. Additionally, the parties agree not to communicate with the Umpire outside of each other’s presence. In the interest of maintaining the highest levels of integrity, trust and mutual responsibility, the CWA and the Company agree to fully cooperate with the Umpire and to be bound by the Umpire’s decisions.

To facilitate their mutual commitment to this Agreement, the parties agree to promptly train their representatives on the core values, mutual obligations and commitments and the election process set out in this Agreement.

Expedited Election Process

The Company and the CWA agree that it is in the interests of both parties and employees to adopt an election process that will allow employees to make a fully informed and free choice about union representation. To that end, and effective [ratification date of agreement], should the CWA seek to organize the then unrepresented employees of Company, the CWA and the Company will exclusively follow the election process set out in this Agreement.

The expedited election process will begin with the CWA sending a written notice of its intention to engage in organizational activity to the Company’s Director of Human Resources. The notice will include a description of the proposed bargaining unit. Upon receipt of the notice, the CWA and the Company will appoint an Umpire authorized to promptly and finally resolve all representation disputes pursuant to this Agreement. The Umpire will be selected from a list of individuals (who have appropriate expertise) compiled by the Company. The Umpire may fashion

appropriate remedies pursuant to the Labor Management Relations Act (“LMRA” or “the Act”) and cases decided under the Act.

Also upon receipt of the notice, the CWA and the Company will confer in good faith and attempt to agree on the scope and the composition of the bargaining unit. If they do not reach agreement, the CWA and the Company will refer the issue for hearing by the Umpire, who will make a final decision consistent with the geographical scope and composition of bargaining units presently existing between the Union and Company. The Umpire will issue the final decision in writing within five days after the issue is presented.

Once the scope and the composition of the bargaining unit are determined, the Company will provide CWA with an Excelsior list containing the names and home addresses of the employees who will be included in the bargaining unit. The CWA will be afforded up to a ninety (90) day period in which to solicit signatures from employees who will be included in the bargaining unit, on a petition or cards designating the CWA as their collective bargaining representative, and requesting a secret ballot election. To promote an environment of openness and trust, the CWA and the Company will also share with each other all written campaign information distributed to unit employees. At the end of that up to ninety (90) day period, the cards that the Union has obtained will be submitted to the Umpire. The Umpire will then determine: (1) whether the signatures are authentic and were obtained during the ninety (90) day period; and, if so, (2) whether at least 50% of the eligible employees populating the bargaining unit signed cards (or an equivalent petition) and thereby expressed interest in proceeding with a secret ballot election. The Umpire will make this decision in writing within forty-eight (48) hours after the cards are submitted. If the Umpire decides that both conditions have not been met, then, consistent with NLRB rules the CWA would be barred from seeking to represent the same employees for six (6) months from the date of the Umpire’s decision.

If the Umpire determines that both conditions have been satisfied, the CWA will promptly file an Election Petition with the NLRB, followed by a Consent Election Stipulation executed by the CWA and the Company. Also, to substantially eliminate the possibility of a challenged ballot, the CWA and the Company will review the Excelsior list and agree on the eligibility of employees to vote in the election. If the CWA and the Company cannot agree on eligibility, then the Umpire will resolve the dispute by following the LMRA and cases decided under the Act. The Umpire will decide this issue in writing within twenty-four (24) hours after the issue is presented.

The secret ballot election will be conducted by the NLRB. . The CWA must receive a majority (fifty percent (50%) plus 1) of the votes cast. If the election is conducted and there is a majority (fifty percent (50%) plus 1) of all employees casting votes in favor of CWA representation as certified by the NLRB, then the Company shall recognize the CWA and commence bargaining in good faith within thirty (30) days pursuant to the LMRA. If the CWA does not receive a majority (fifty percent (50%) plus 1) of the votes cast, it cannot seek another election involving the same employees for a twelve (12) month period from the date of the election.

All objections to the election, including objections to conduct during the election, must be referred to the Umpire within forty-eight (48) hours of the election. If there are objections, the Umpire shall conduct a hearing on the objections and issue a written decision within forty-eight (48) hours after receiving the objections. The Umpire's decision will be made pursuant to the LMRA and cases decided under the Act, and will be binding on the CWA and the Company (as would all such decisions made by the Umpire), though any decisions by the Umpire shall be subject to enforceability at the NLRB, including but not limited to a Board order requiring the parties to re-run an election, or the union to disclaim interest.

Scope and Duration of Agreement

The terms of this Agreement are applicable beginning at ratification. The parties agree that no proposed bargaining unit shall include professional, confidential, managerial, guards or supervisory employees as defined by the LMRA and rulings under the Act. If two (2) or more unions attempt to organize the same employees at the same time, whether or not the proposed units are identical, this Agreement (and all of its provisions) shall be inapplicable.

Should any provision of this Agreement be deemed unlawful or unenforceable by the NLRB or any court of competent jurisdiction, the remaining provisions shall remain in full force for the duration of this Agreement.

This Agreement remains in effect from _____ until _____.

YP Midwest Publishing LLC

Communications Workers of America

District 4

Date

Date

**YP Midwest Publishing LLC
Employment Opportunity Agreement**

YP Midwest Publishing LLC (YP) recognizes that its senior employees are the most valuable asset of the organization. They will be the ones who will lead the way in making YP a successful Company in the new, competitive marketplace.

YP also shares the desire of the Communications Workers of America (CWA) to prevent layoff situations from arising and believe this can be best achieved by innovative approaches to manpower planning and career development.

Accordingly, YP and the CWA reaffirm their Employment Opportunity Agreement (EOA) which protects the future security of senior employees, creates new career opportunities and contributes to the operational efficiency of the Company for the next three years. The terms of this Agreement are as follows:

I. Cornerstone.

- A.** The cornerstone of this Agreement is a commitment that, to the extent provided for by the EOA, no Guaranteed Employee will be involuntarily terminated without cause during the term of this Collective Bargaining Agreement, except in situations which the Company determines are due to catastrophic events or severe economic conditions that threaten the long-term viability of the Company.
- B.** Critical to this commitment is the mutual recognition by YP and the CWA that employment security can be best achieved by a growing and profitable company and that both parties have a shared responsibility to contribute to the competitiveness and operational efficiency of the Company.
- C.** The Company, during the term of the EOA, will explore innovative approaches to manpower planning and assignment which will contribute to employment security by increasing the full and effective utilization of the workforce. The Company will offer opportunities for personal and career growth with a firm desire to improve employee work life and enhance the competitiveness of the Company. Any opportunities offered under the EOA will be voluntary and will seek to expand present job skills, develop new job skills consistent with advances in technology and stimulate employee contributions to achieve the highest productivity and efficiency possible.

II. Definitions and Eligibility.

A. Guaranteed Employee.

Any active regular employee with five (5) years or more of net credited service on the effective date of this Agreement

B. Non-guaranteed Employee.

Any regular limited term, temporary or occasional employee and any active regular employee with less than five (5) years of net credited service on the effective date of this Agreement.

C. Opportunity Pool.

Comprised of Guaranteed Employees who by operation of the force adjustment provisions of the YP/CWA Collective Bargaining Agreement (Bargaining Agreement) are displaced from their job classifications and for whom no available openings exist. Such employees shall be classified and paid as "Opportunity Employees" and assigned in accordance with the guidelines contained in this Agreement.

III. Administration.

A. State Administrator Selection.

State Opportunity Pool Administrators will be selected by the Company in Indiana, Michigan and Ohio to administer this Agreement.

B. Duties of State Administrator.

The duties of the State Opportunity Pool Administrator will be:

1. Identify each employee assigned to the Opportunity Pool. Maintain and update an Employee Profile on each Opportunity Employee.
2. Plan and coordinate the temporary assignment of Opportunity Employees following the guidelines contained in this Agreement and the Bargaining Agreement. Assignments outside of the Bargaining Unit or state must be coordinated with the Corporate Opportunity Pool Administrator.
3. Review manpower requirements of future facility and business plans.
4. Work with management and the Union in designing nontraditional work assignments for Opportunity Employees where practicable within or outside the Bargaining Unit or state.
5. Review any complaint regarding administration of this Agreement. Refer unresolved complaints to the Corporate Opportunity Pool Administrator.
6. Plan and coordinate the application of special voluntary programs as described in the Bargaining Agreement.
7. Plan and coordinate appropriate training, retraining and development activities.
8. Make recommendations to the Corporate Opportunity Pool Administrator as appropriate, regarding any aspect of this Agreement.

C. Corporate Administrator Selection.

A Corporate Opportunity Pool Administrator will be selected by the Company to oversee the administration of this Agreement.

D. Duties of Corporate Administrator.

The duties of the Corporate Opportunity Pool Administrator will be:

1. Monitor the efforts of the State Opportunity Pool Administrators.
2. Provide on-site assistance, as appropriate, to State Opportunity Pool Administrators to help design and implement program applications.
3. Approve and coordinate, where applicable, the execution of voluntary programs.
4. Make periodic reports to corporate officers and the Union regarding the operation of this Agreement.
5. Periodically review and evaluate the operation of this Agreement and make adjustments as set forth in Section IV-P of this Agreement.

IV. Guidelines.

A. Nonguaranteed Employees.

A Nonguaranteed Employee will be subject to the applicable force adjustment provisions of the Bargaining Agreement and will not be eligible to be placed in the Opportunity Pool.

B. Guaranteed Employees.

A Guaranteed Employee will be subject to the applicable force adjustment provisions of the Bargaining Agreement. However, after following the applicable force adjustment provisions and no opening exists, a Guaranteed Employee will be placed in an Opportunity Pool and shall be classified and paid as an Opportunity Employee.

C. Opportunity Employees.

1. Termination Payments to Employees Not Previously Laid Off.

Opportunity Employees shall receive their termination payment as provided by the Bargaining Agreement as income continuation installments equal to the basic weekly wage rate and premium payments described in Section IV-D. Income continuation installments shall continue until (1) the total amount of income continuation installments paid to an Opportunity Employee equals the total amount of termination payment which an Opportunity Employee is to receive or (2) an Opportunity Employee fills a job vacancy as a regular employee of YP, whichever occurs first. In the event the total amount of income continuation installments equals the total amount of termination payment received, Opportunity Employees will continue to receive their basic weekly wage rate and premium payments as described in Section IV-D.

2. Termination Payments to Employees Previously Laid Off.

Reemployed employees who have received termination payments, either in lump sum or in the form of income continuation installments, and who are again laid off, terminated or placed in an Opportunity Pool will be paid the difference between the computed payment to which they are eligible and the net amount of any payment previously received and not repaid.

D. Basic Weekly Wage Rate and Premium Payments.

1. The basic weekly wage rate of an Opportunity Employee shall be determined by:
 - (a) Multiplying eighty-five (85) percent of the current basic weekly wage rate of a noncommissioned Guaranteed Employee prior to being placed in the Opportunity Pool.
 - (b) Multiplying eighty-five (85) percent of the average earnings of a commissioned Guaranteed Employee prior to being placed in the Opportunity Pool, or \$500.00, whichever is less.
2. An Opportunity Employee will be eligible to receive any premium payments as defined by the Bargaining Agreement. Such premium payment shall be computed using the Opportunity Employee wage rate.
3. An Opportunity Employee will be ineligible to receive any adjustment in their basic weekly wage rate.

E. Service Credit for Benefits.

Time spent by an Opportunity Employee, other than in a layoff or terminated status, will be considered as time worked for the purposes of accruing contractual benefits provided by the Bargaining Agreement.

F. Placement.

Opportunity Employees will remain in the Opportunity Pool until selected for a job vacancy. They will be treated as available employees and will be given priority handling in accordance with the Resource Management Program for intrastate and interstate lateral and demotional moves. They will also be considered concurrently with other employees for intrastate and interstate promotional moves.

G. Assignment.

The parties recognize that the scope of this Agreement requires flexibility with regard to the assignment of Opportunity Employees and the selection of employees for training. In this regard, the Company will insure that assignments are made which meet the needs of the business, minimize workforce disruption and enhance the development of employees. After a decision by the State Opportunity Pool Administrator, an Opportunity Employee may be: 1) placed in a training program; 2) used to replace another employee in training or absent for other reasons; 3) given an assignment within or outside the Bargaining Unit or state which may be nontraditional; or 4) given other assignments consistent with the purposes of this Agreement and to ensure full utilization of the workforce.

H. Temporary Locations.

Temporary transfers of Opportunity Employees will be made in accordance with management discretion consistent with the terms of Section IV-G. An Opportunity Employee shall be assigned a regular work location. Opportunity Employees who are transferred from their regular work location to a temporary work location will be eligible to receive reimbursement for travel, board and lodging expenses as provided by the Bargaining Agreement.

I. Transfers of Opportunity Employees.

Will be handled as follows:

1. Qualified volunteers in seniority order will be transferred first.
2. If there are insufficient volunteers to fill the available openings, qualified employees will be transferred in inverse seniority order.

J. Relocation Reimbursement.

An Opportunity Employee transferred in accordance with Section IV-I who, in the judgment of the Company, is required to relocate their residence will be eligible to receive reimbursement for relocation expense as follows:

1. If the employee owns or is paying a mortgage on their primary residence, the Company will pay the employee a lump sum payment of \$10,000.00.
2. If the employee rents their primary residence, the Company will pay the employee a lump sum payment of \$5,000.00.
3. No receipts or other proof of expenses will be required, however, an agreement will be signed by the employee stating that the payment is contingent upon moving to the new work location. The agreement will also provide if the employee does not report for work, the Company may withhold the amount of payment from any monies which the Company might otherwise owe the employee.
4. Two paid scheduled days off, which may be taken in conjunction with a weekend or vacation days, will be given for moving.
5. An additional payment of \$1,000.00 will be made for a second YP employee in the same household who also relocates.

K. Opportunity Pool or Assignment Refusal.

A Guaranteed Employee may decline the opportunity to be assigned to the Opportunity Pool, or while in the Opportunity Pool, decline an offer of work or a training assignment. In such event, the Guaranteed Employee will be laid off to the street and will remain on layoff until recalled in accordance with the recall provisions of the Bargaining Agreement to a non-Opportunity Pool position. The Guaranteed Employee will be eligible to receive a lump sum termination payment in accordance with the Bargaining Agreement, less any portion used as income continuation installments. A Guaranteed Employee laid off to the street will not be given priority handling for interstate transfers. In no case will the Guaranteed Employee be able to claim a violation of seniority because a lesser seniority Guaranteed Employee is in the Opportunity Pool.

L. Lack of Completion of Training Assignment.

If an Opportunity Employee is unable to complete a training assignment satisfactorily or is unable to qualify for a job vacancy, the Opportunity Employee will be laid off to the street and shall remain on layoff until recalled in accordance with the Bargaining Agreement to a non Opportunity Pool position. The Opportunity Employee will be eligible to receive a lump sum termination payment, in accordance with the Bargaining Agreement, less any portion used as income continuation installments.

M. Excess Opportunity Pool Employees.

In the event the Company determines that the Opportunity Pool contains employees in excess of expected openings at Company facilities, or the Company otherwise deems it appropriate, a voluntary program as set forth in the Bargaining Agreement may be offered.

N. Grievance and Arbitration Limitations.

Only those matters governing the treatment of an employee assigned to or impacted by the Opportunity Pool will be subject to the grievance procedure. In no case shall a grievance arising from these matters be subject to arbitration.

O. No Strike.

The Union agrees that it will not cause, take part in, sanction or condone any strike, slowdown, picketing or other interference with the normal operations of the business over the Company's interpretation, administration or implementation of this Agreement.

P. Adjustments to this Agreement.

The parties recognize that, having no precedent with Agreement of this nature or a history from which to negotiate, there could be situations that arise over the term of this Agreement which will call for adjustments in the Agreement's administration and guidelines. Any adjustment will be made by the Company after discussion with the Union.

V. Funding.

A. Total Funding.

The Company's total funding of the Opportunity Pool for the Bargaining Unit will not exceed \$3,000,000.00 during the term of the Employment Opportunity Agreement.

B. Expense Charged to Fund.

Earnings including wages and wage related payments received by employees while assigned to an Opportunity Pool will be charged against this funding. The cost of benefits and other payments made or incurred on behalf of employees while assigned to an Opportunity Pool, specifically, health care (including dental and vision), life insurance, pensions, taxes, relocation, SIPP payments, tuition aid and training expenses will be charged against this funding. In addition, all termination payments received by Guaranteed Employees during the term of the EOA will be charged against this funding. Earnings received and the cost of benefits and other payments made on behalf of Opportunity Employees while assigned to fill temporary job openings will not be charged against this funding.

C. Full Fund Payout.

In the event funding for the Bargaining Unit is reached, the Opportunity Pool will be discontinued. Thereafter, to the extent layoffs of such employees are required; the layoff and recall provisions of the Bargaining Agreement will apply.

VI. Effective Dates.

A. This Agreement will become effective with the 2016 CWA/YP Collective Bargaining Agreement dated August 13, 2016.

B. This Agreement will expire with the 2016 CWA/YP Collective Bargaining Agreement on August 10, 2019.

APPENDIX C

Ohio Provisions

During 2013 collective bargaining YP Midwest Publishing LLC (Company) and Communications Workers of America (Union) agreed that for the term of the 2013 Collective Bargaining Agreement the following provisions of the Agreement shall not apply to Company work locations and employees in the state of Ohio.

Modified Agency Shop Article 5, Paragraph III

Overtime Article 28, Paragraph II

Recognition Article 1

The Company and the Union further agreed that for the term of the 2013 Collective Bargaining Agreement, the following Recognition provision shall apply in Ohio:

The Union having been certified by the National Labor Relations Board on February 7, 1950, the Company recognizes the Union as the exclusive collective bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, for all of its employees, but excluding confidential employees and excluding professional employees and supervisors as defined in the Labor Management Relations Act, 1947. Such employees shall be included in the YP Midwest Publishing LLC Unit.

YP Midwest Publishing LLC Benefits Outline Summary

The benefits set forth in the YP Midwest Publishing LLC Benefits Outline Summary (“Benefits Summary”) shall remain in effect for bargaining unit employees through December 31, 2016.

On January 1, 2017, and going forward from year to year, the benefits set forth in the Benefits Summary shall be changed by the Company to reflect the same benefits, eligibility levels, costs, deductibles, limitations, etc., that are provided to and periodically changed for YP’s management/non-bargained employees. For 2017, bargaining unit employees’ monthly contribution rates shall remain frozen at the 2016 contractual levels, and they shall receive Employer-funded HSAs in the amounts of \$600 for individual plans and \$1200 for family and in 2018, \$400 for individual plans and \$800 for family. If the 2017 monthly contribution rates for the management/non-bargained employees are lower than the 2016 rates for corresponding plans, employees shall have the option to pay such lower rates. Beginning January 1, 2018, bargaining unit employees shall participate in the same management/non-bargained benefit plans at the same benefit rates and costs as all other employees under that plan. Furthermore, the Company shall have the right to change all benefits, costs, and terms set forth in the Benefits Summary for the bargaining unit, in line with those provided for the management/non-bargained employees, on an annual basis. Open enrollment for such benefit plans shall begin in the Fall of 2016, and continue in the Fall of subsequent years.

The Company 401K matching rate for all bargaining unit employees will be no less than 100% for each employee dollar contributed to individual accounts up to 5% maximum contribution. If during the term of the Agreement, the Company maximum contribution % is increased for non-represented, non bargained employees, the % shall also be increased for bargained employees.

Current Employees and New Hires																					
Active Employees																					
Plan Effective Date	Health & Welfare: 1/1/2014																				
Eligibility																					
For Medical, Dental, Vision, CarePlus, and Life Insurance (unless otherwise specified)	<p>All Full Time, Active employees are eligible for benefits at date of hire. Employees will be responsible for the full cost of benefits until they attain 3 months of service. New hires have two opportunities to enroll: 1) Within 30 days of DOH, 2) After 3 months of service.</p> <p>All Part Time Active employees are eligible for medical, dental and vision at date of hire. Employees will be responsible for the full cost of benefits until they reach 3 months of service. New hires have two opportunities to enroll: 1) Within 30 days of DOH, 2) After 3 months of service.</p>																				
Health Savings Account (HSAs)																					
	<p><u>Employer Funding</u></p> <table style="margin-left: 40px;"> <tr> <td></td> <td style="text-align: center;"><u>2014</u></td> <td style="text-align: center;"><u>2015</u></td> <td style="text-align: center;"><u>2016</u></td> </tr> <tr> <td>Individual</td> <td style="text-align: center;">\$600</td> <td style="text-align: center;">\$600</td> <td style="text-align: center;">\$600</td> </tr> <tr> <td>Family</td> <td style="text-align: center;">\$1200</td> <td style="text-align: center;">\$1200</td> <td style="text-align: center;">\$1200</td> </tr> </table>		<u>2014</u>	<u>2015</u>	<u>2016</u>	Individual	\$600	\$600	\$600	Family	\$1200	\$1200	\$1200								
	<u>2014</u>	<u>2015</u>	<u>2016</u>																		
Individual	\$600	\$600	\$600																		
Family	\$1200	\$1200	\$1200																		
Medical																					
Plan	All Eligible Employees – Consumer Driven Health Plan																				
Eligibility for Company Subsidy	Employees are eligible for company subsidy after 3 months of service.																				
Active (Full-Time) Monthly Contributions	<p><u>Employee Contribution Amounts:</u></p> <table style="margin-left: 40px;"> <tr> <td></td> <td style="text-align: center;"><u>August</u></td> <td style="text-align: center;"><u>January</u></td> <td style="text-align: center;"><u>January</u></td> <td style="text-align: center;"><u>January</u></td> </tr> <tr> <td></td> <td style="text-align: center;"><u>2013</u></td> <td style="text-align: center;"><u>2014</u></td> <td style="text-align: center;"><u>2015</u></td> <td style="text-align: center;"><u>2016</u></td> </tr> <tr> <td>Individual</td> <td style="text-align: center;">\$38</td> <td style="text-align: center;">\$85</td> <td style="text-align: center;">\$119</td> <td style="text-align: center;">\$145</td> </tr> <tr> <td>Family</td> <td style="text-align: center;">\$102</td> <td style="text-align: center;">\$175</td> <td style="text-align: center;">\$199</td> <td style="text-align: center;">\$235</td> </tr> </table>		<u>August</u>	<u>January</u>	<u>January</u>	<u>January</u>		<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	Individual	\$38	\$85	\$119	\$145	Family	\$102	\$175	\$199	\$235
	<u>August</u>	<u>January</u>	<u>January</u>	<u>January</u>																	
	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>																	
Individual	\$38	\$85	\$119	\$145																	
Family	\$102	\$175	\$199	\$235																	
Active (Part-Time) Monthly Contributions	<p>Based on scheduled hours per week:</p> <ul style="list-style-type: none"> • Greater than or equal to 25 hours, employees pay same as Full Time employees • If at least 17 hours, but less than 25 hours, employees pay 50% of the total cost of benefits • If less than 17 hours, employees pay 100% of cost of benefits 																				
Annual Deductibles	<p>For 2014 :</p> <table style="margin-left: 40px;"> <tr> <td></td> <td style="text-align: center;"><u>Network</u></td> <td style="text-align: center;"><u>Non-Network</u></td> </tr> <tr> <td>Ind</td> <td style="text-align: center;">\$1,250</td> <td style="text-align: center;">\$ 2,500</td> </tr> <tr> <td>Fam</td> <td style="text-align: center;">\$2,500</td> <td style="text-align: center;">\$ 5,000</td> </tr> </table>		<u>Network</u>	<u>Non-Network</u>	Ind	\$1,250	\$ 2,500	Fam	\$2,500	\$ 5,000											
	<u>Network</u>	<u>Non-Network</u>																			
Ind	\$1,250	\$ 2,500																			
Fam	\$2,500	\$ 5,000																			

Current Employees and New Hires			
	Deductibles will be adjusted annually to meet IRS minimum requirements to maintain HSA compliance		
General Coinsurance		<u>Network</u>	<u>Non-Network</u>
	Preventive	0%, Deductible waived	No Benefit
	Sickness/ Illness	15%, after Deductible	40%, after Deductible
Office Visit Coinsurance		<u>Network</u>	<u>Non-Network</u>
	Preventive	0%, Deductible waived	No Benefit
	Sickness/ Illness	15%, after Deductible	40%, after Deductible
Urgent Care Facility/Professional Services Coinsurance		<u>Network</u>	<u>Non-Network</u>
		15%, after Deductible	40%, after Deductible
Emergency Room Facility/Professional Services Coinsurance		<u>Network</u>	<u>Non-Network</u>
		15%, after Deductible	15%, after Deductible
Hospital Inpatient/Outpatient Facility/Professional Services Coinsurance		<u>Network</u>	<u>Non-Network</u>
		15%, after Deductible	40%, after Deductible
Tests (all tests including x-ray, radiology, lab test, etc) Coinsurance		<u>Network and ONA</u>	<u>Non-Network</u>
	Preventive	0%, Deductible waived	No Benefit
	Sickness/ Illness	15%,	40%,

Current Employees and New Hires													
	after Deductible after Deductible												
Mental Health/Substance Abuse (MH/SA) Coinsurance	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;"></th> <th style="width: 35%; text-align: center;"><u>Network and ONA</u></th> <th style="width: 35%; text-align: center;"><u>Non-Network</u></th> </tr> </thead> <tbody> <tr> <td>Out-Patient and In-Patient</td> <td style="text-align: center;">15%, after Deductible</td> <td style="text-align: center;">40%, after Deductible</td> </tr> </tbody> </table>		<u>Network and ONA</u>	<u>Non-Network</u>	Out-Patient and In-Patient	15%, after Deductible	40%, after Deductible						
	<u>Network and ONA</u>	<u>Non-Network</u>											
Out-Patient and In-Patient	15%, after Deductible	40%, after Deductible											
Annual Out-of-Pocket Maximums (OOP)	<p>For 2014: Out-of-Pocket Maximum Amounts (including Annual Deductible)</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 35%; text-align: center;"><u>Network</u></th> <th style="width: 35%; text-align: center;"><u>Non-Network</u></th> </tr> </thead> <tbody> <tr> <td>Ind</td> <td style="text-align: center;">\$3,000</td> <td style="text-align: center;">\$ 6,000</td> </tr> <tr> <td>Fam</td> <td style="text-align: center;">\$6,000</td> <td style="text-align: center;">\$ 12,000</td> </tr> </tbody> </table>		<u>Network</u>	<u>Non-Network</u>	Ind	\$3,000	\$ 6,000	Fam	\$6,000	\$ 12,000			
	<u>Network</u>	<u>Non-Network</u>											
Ind	\$3,000	\$ 6,000											
Fam	\$6,000	\$ 12,000											
Prescription Drug Program (Rx)	<p>Subject to Deductible and OOP maximum (Integrated with Medical), with the exception of Preferred Preventive Care Drugs</p> <p>Retail – Network Copays for 2014 after integrated medical/Rx deductible is met: (Up to 30-day supply, limited to 2 fills for maintenance)</p> <table style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 30%;">Generic</td> <td style="text-align: center;">\$ 10</td> </tr> <tr> <td>Formulary</td> <td style="text-align: center;">\$ 30</td> </tr> <tr> <td>Non-formulary</td> <td style="text-align: center;">\$ 50</td> </tr> </tbody> </table> <p>Retail – Non-Network Copays Participant pays the difference between the Non-Network Pharmacy charge and the amount covered for the same prescription drug dispensed by a Network pharmacy.</p> <p>Mail Order Copays for 2014 after integrated medical/Rx deductible is met: (Up to 90-day supply)</p> <table style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 30%;">Generic</td> <td style="text-align: center;">\$ 25</td> </tr> <tr> <td>Formulary</td> <td style="text-align: center;">\$ 75</td> </tr> <tr> <td>Non-formulary</td> <td style="text-align: center;">\$ 125</td> </tr> </tbody> </table>	Generic	\$ 10	Formulary	\$ 30	Non-formulary	\$ 50	Generic	\$ 25	Formulary	\$ 75	Non-formulary	\$ 125
Generic	\$ 10												
Formulary	\$ 30												
Non-formulary	\$ 50												
Generic	\$ 25												
Formulary	\$ 75												
Non-formulary	\$ 125												

Current Employees and New Hires										
	<p>The following provisions will apply:</p> <ul style="list-style-type: none"> • Specialty pharmacy program • Prior Authorization • Mandatory Generic • Specialty Step Therapy 									
Employee Assistance Plan (EAP)										
Plan	YP Employee Assistance Plan									
Visit Limit	Up to 8 EAP visits per person per issue.									
Services Included	Management consultations/referral assistance, Family Source, Financial Connect, Guidance resources online, Critical Incident Stress Management, Health Fairs									
Disability										
Plan	YP Disability Program									
Short Term Disability (STD)	<p>Definition of Short Term Disability: Employee is considered “disabled” if, as a result of sickness, injury or pregnancy, they are unable to perform one of more duties of their own occupation.</p> <p>The definition of pay: Standard wage for employees includes the employee’s wage or salary, as reported by the employer but excludes overtime, bonuses, and commissions.</p> <p>Special Rules for Commissioned Employees: Eligible Employees: Commissioned employees with the following job titles, Sales Representative (effective June 29,1999), Account Representative (eff. May 29, 2002), Senior Account Representative (eff. May 29, 2002), and Account Executive-Interactive Media</p> <ul style="list-style-type: none"> • Eligible Employees with <2 years of service: Base pay is defined as two times basic weekly salary rate, including fixed differentials for regular evening and night assignments, and bilingual differentials, converted to a monthly rate. • Eligible Employees with 2+ years of service: Base pay is defined as an employee’s average Daily Pay (i.e. commission average and basic weekly service rate) including regular base pay including fixed differentials for regular evening and night assignments, and bilingual differentials, converted to a monthly rate. <p>Benefit: Short-Term Disability Benefits and the other sources of income you receive are designed to replace 50% or 100% of your Pay, based on your service as shown below:</p> <table style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;"><u>Term of</u></th> <th colspan="2" style="text-align: center;"><u>% of Pay</u></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><u>Employment</u></td> <td style="text-align: center;"><u>100%</u></td> <td style="text-align: center;"><u>50%</u></td> </tr> <tr> <td style="text-align: center;">< 2 years</td> <td style="text-align: center;">2 weeks</td> <td style="text-align: center;">24 weeks</td> </tr> </tbody> </table>	<u>Term of</u>	<u>% of Pay</u>		<u>Employment</u>	<u>100%</u>	<u>50%</u>	< 2 years	2 weeks	24 weeks
<u>Term of</u>	<u>% of Pay</u>									
<u>Employment</u>	<u>100%</u>	<u>50%</u>								
< 2 years	2 weeks	24 weeks								

Current Employees and New Hires																
	<table> <tr> <td>2 years < 5 years</td> <td>4 weeks</td> <td>22 weeks</td> </tr> <tr> <td>5 years < 15 years</td> <td>7 weeks</td> <td>19 weeks</td> </tr> <tr> <td>15 years < 20 years</td> <td>13 weeks</td> <td>13 weeks</td> </tr> <tr> <td>20 years < 25 years</td> <td>20 weeks</td> <td>6 weeks</td> </tr> <tr> <td>25 years or more</td> <td>26 weeks</td> <td>0 weeks</td> </tr> </table>	2 years < 5 years	4 weeks	22 weeks	5 years < 15 years	7 weeks	19 weeks	15 years < 20 years	13 weeks	13 weeks	20 years < 25 years	20 weeks	6 weeks	25 years or more	26 weeks	0 weeks
2 years < 5 years	4 weeks	22 weeks														
5 years < 15 years	7 weeks	19 weeks														
15 years < 20 years	13 weeks	13 weeks														
20 years < 25 years	20 weeks	6 weeks														
25 years or more	26 weeks	0 weeks														
Long-Term Disability (LTD)	<ul style="list-style-type: none"> • Company provides 50% core LTD benefit to YP Midwest Publishing LLC Full Time employees disabled longer than 26 weeks. • Employees have option to Buy-Up to a 60% benefit (employee-paid option) • Definition of Disability: 24 months own occupation • Definition of Pay: Same as Short Term Disability • Maximum monthly benefit: \$20,000 • Maximum LTD Period: To SSNRA • Pre-Ex Exclusion: Yes, 3/12 															
Dental																
Plan	<p>YP Dental Plan</p> <ul style="list-style-type: none"> • Dental PPO • DHMO (available based on employee's home address) 															
Eligibility	<p>All Full Time, Active employees are eligible for benefits at date of hire. Employees will be responsible for the full cost of benefits until they attain 3 months of service. New hires have two opportunities to enroll: 1) Within 30 days of DOH, 2) After 3 months of service.</p> <p>All Part Time Active employees are eligible for medical, dental and vision at date of hire. Employees will be responsible for the full cost of benefits until they reach 3 months of service. New hires have two opportunities to enroll: 1) Within 30 days of DOH, 2) After 3 months of service.</p>															
Active (Full-Time) Monthly Contributions	<p>Dental PPO or DHMO (if available) for 2014:</p> <table> <thead> <tr> <th></th> <th style="text-align: center;"><u>Contribution</u> <u>Amounts*</u></th> </tr> </thead> <tbody> <tr> <td>Ind</td> <td style="text-align: center;">\$ 0</td> </tr> <tr> <td>Ind +1</td> <td style="text-align: center;">\$ 0</td> </tr> <tr> <td>Fam</td> <td style="text-align: center;">\$ 0</td> </tr> </tbody> </table>		<u>Contribution</u> <u>Amounts*</u>	Ind	\$ 0	Ind +1	\$ 0	Fam	\$ 0							
	<u>Contribution</u> <u>Amounts*</u>															
Ind	\$ 0															
Ind +1	\$ 0															
Fam	\$ 0															
Active (Part-Time)	Based on scheduled hours per week:															

Current Employees and New Hires	
Monthly Contributions	<ul style="list-style-type: none"> Greater than or equal to 25 hours, employees pay same as Full Time employees If at least 17 hours, but less than 25 hours, employees pay 50% of the total cost of benefits <p>If less than 17 hours, employees pay 100% of cost of benefits</p>
Deductible	<p>Network: \$50 per individual per year Non-Network: \$100 per individual per year</p>
Annual Maximum Benefit	<p>Network: \$1,500 per individual* Non-Network: \$1,250 per individual*</p> <p>*Not to exceed \$1,500 combined Network/Non-Network</p>
Orthodontic Lifetime Maximum	<p>Network: \$1,500 per individual* Non-Network: \$1,250 per individual*</p> <p>*Not to exceed \$1,500 combined Network/Non-Network</p>
Coverage Levels	<p>Dental PPO Coinsurance</p> <p>Class I (Diagnostic/Preventive): Network: 100%, Ded. Waived Non-Network*: 100%, Ded. Waived</p> <p>Class II (Basic restorative – fillings, extractions, periodontal treatment/maintenance): Network: 90%, after deductible Non-Network*: 70%, after deductible</p> <p>Class III (Major restorative – crowns, dentures, bridgework): Network: 80%, after deductible Non-Network*: 50%, after deductible</p> <p>Class IV (Orthodontia): Network: 80%, after deductible Non-Network*: 50%, after deductible</p> <p>Note: *For Non-Network paid based on reasonable and customary amounts.</p>
Vision	
Plan	YP Vision Plan
Eligibility	<p>All Full Time, Active employees are eligible for benefits at date of hire. Employees will be responsible for the full cost of benefits until they attain 3 months of service. New hires have two opportunities to enroll: 1) Within 30 days of DOH, 2) After 3 months of service.</p> <p>All Part Time Active employees are eligible for medical, dental and vision at date of hire. Employees will be responsible for the full cost of benefits until they reach 3</p>

Current Employees and New Hires									
	months of service. New hires have two opportunities to enroll: 1) Within 30 days of DOH, 2) After 3 months of service.								
Active (Full-Time) Monthly Contributions	<p>For 2014:</p> <table style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th></th> <th style="text-align: center;"><u>Contribution Amounts*</u></th> </tr> </thead> <tbody> <tr> <td>Ind</td> <td style="text-align: center;">\$0</td> </tr> <tr> <td>Ind +1</td> <td style="text-align: center;">\$0</td> </tr> <tr> <td>Family</td> <td style="text-align: center;">\$0</td> </tr> </tbody> </table>		<u>Contribution Amounts*</u>	Ind	\$0	Ind +1	\$0	Family	\$0
	<u>Contribution Amounts*</u>								
Ind	\$0								
Ind +1	\$0								
Family	\$0								
Active (Part-Time) Monthly Contributions	<p>Based on scheduled hours per week:</p> <ul style="list-style-type: none"> • Greater than or equal to 25 hours, employees pay same as Full Time employees • If at least 17 hours, but less than 25 hours, employees pay 50% of the total cost of benefits <p>If less than 17 hours, employees pay 100% of cost of benefits</p>								
Coverage Levels	<p>Exam: 1 exam per 12 months</p> <ul style="list-style-type: none"> • Network: \$10 • Non-Network: \$50 towards exam cost <p>Frame Allowance: 1 allowance per 12 months</p> <ul style="list-style-type: none"> • Network: \$130 allowance towards frame cost • Non-Network: \$70 towards frame cost <p>Lenses Allowance: 1 set per 12 months Network: \$25 Covers std. plastic lenses: Single, Bi-focal, Tri-focal at 100%, after copay Non-Network: \$50-\$100 towards lenses</p> <p>Contact Lenses Allowance: 1 Allowance per 12 months Visually Necessary Network: 0% Non-Network: \$210 towards allowance Elective Network:\$130 towards allowance Non-Network: \$105 towards allowance</p>								
Flexible Spending Account (FSA)									
Plan	YP Flexible Spending Accounts – Healthcare and Dependent Care								
Contribution Minimum/Maximums	Individual: \$2,500 Family: \$5,000								

Current Employees and New Hires	
Life Insurance	
Plan	YP Basic and Supplemental Life and AD&D Plan
Eligibility	All Full Time, Active Employees
Basic Life and AD&D	
Employee Benefit	1 time base pay to \$500,000
Age Based Reductions	65% at age 65, 50% at age 70, 35% at age 75
Term illness/ Accelerated Death Benefit	Lesser of 75% of LI coverage or \$500,000
Definition of Pay	Basic Annual Earnings
Supplemental Life and AD&D	
Employee Benefit	\$10,000 increments up to 10X Base Pay
Maximum Benefit	\$1.5M
Guaranteed Issue	\$300,000
Age Based Reductions	None
Spouse Life	\$5,000 increments up to \$300,000
Childe Life	\$5,000 increments to \$30,000
Spouse/Child Guaranteed issue	Spouse: \$30,000 Child: \$30,000
Term Illness/Accelerated Death Benefit	75% up to \$1.5 M
Long-Term Care	
Plan	TBD- Full Suite of Voluntary Benefits to be rolled out on Q2 2014
Coverage	TBD
Adoption	
Plan	YP Adoption Reimbursement Program
Coverage	Up to \$5,000 to cover costs of adoption, includes adoption of a stepchild, relative or foster child. Excluded expenses: transportation costs, voluntary donations/contributions, expenses incurred by biological parents, costs not associate to the legal adoption of a child
Commuter	
Plan	YP Commuter Benefit Program
Coverage	Pre-tax deductions for parking and mass transit. Internal Revenue Service (IRS) limits: \$240 parking; \$240 mass transit. Eligible expense and monthly limits follow IRS Code Section 132 Regulations. Note: Annual adjustments apply.

Provision	Eligible Retired Employees										
Retiree Provisions	Effective 8/11/2013, only those employees who have met the Modified Rule of 75 as of 8/11/2013 will be eligible for any retiree H&W benefits. No other retiree health										
Medical											
Plan	<p><u>YP Retiree Medical Plan</u></p> <p>Eligible Retiree Requirements Modified Rule of 75</p> <table border="0"> <tr> <td>Service</td> <td>Age</td> </tr> <tr> <td>30 years</td> <td>Any Age</td> </tr> <tr> <td>25 years</td> <td>50 years</td> </tr> <tr> <td>20 years</td> <td>55 years</td> </tr> <tr> <td>10 years</td> <td>65 years</td> </tr> </table> <p>Note: Effective 8/11/2013, only those employees who have met the Modified Rule of 75 as of 8/1/2013 will be eligible for retiree H&W benefits.</p> <p>Eligible Groups:</p> <ol style="list-style-type: none"> 1) Eligible Retired Employees hired/rehired or transferred after 8/15/2010 2) Eligible Retired Employees hired/rehired on or before 8/14/2010 	Service	Age	30 years	Any Age	25 years	50 years	20 years	55 years	10 years	65 years
Service	Age										
30 years	Any Age										
25 years	50 years										
20 years	55 years										
10 years	65 years										
Eligible Retired Employees (Full-Time) Monthly Contributions	<ol style="list-style-type: none"> 1) Eligible Retired Employees who are Non-medicare eligible will pay 50% of total cost of coverage* Eligible Retired Employees who are Medicare eligible are ineligible for coverage 2) Retirees are subject to a defined dollar benefit cap; amount TBD. Per Retiree costs shall be calculated annually based on plan performance for non-medicare eligible retirees subject to the cap. Per Retiree Costs will be done on a blended basis and only includes those that are subject to the cap. The amount of the monthly contribution for each upcoming year will be announced before the annual open enrollment. <p>* Calculation of full cost of coverage is subject from time to time at the Company's discretion.</p>										
Eligible Retired Employees (Part-Time) Monthly Contributions	<ol style="list-style-type: none"> 1) Eligible Retired Employees who are Non-medicare eligible will pay 50% of total cost of coverage* Eligible Retired Employees who are Medicare eligible are ineligible for coverage 2) Retirees are subject to a defined dollar benefit cap; amount TBD. Per Retiree costs shall be calculated annually based on plan performance for non-medicare eligible retirees subject to the cap. Per Retiree Costs will be done on a blended basis and only includes those that are subject to the cap. The amount of the monthly contribution for each upcoming year will be announced before the annual open enrollment. <p>* Calculation of full cost of coverage is subject from time to time at the Company's discretion.</p>										

Provision	Eligible Retired Employees
Medicare Part-B Premium Reimbursement	1) Not Eligible 2) Retiree, spouse and other Class I Dependents, are eligible for uncapped MPBR benefit Retiree, spouse and other Class I Dependents, are eligible for MPBR <ul style="list-style-type: none"> • TBD, 2014 Medicare Part B Premiums not published yet
Definition of Pay	Base pay, Individual Discretionary Awards and Misc payments. Excludes overtime, bonuses, incentives and other awards.
Health Reimbursement Account (HRA)	1) None 2) \$0
Dental	
Plan	Eligible Retired Employees shall be eligible to participate in the same plan as when they were actives except as noted below Eligible Groups: <ol style="list-style-type: none"> 1) Eligible Retired Employees hired/rehired or transferred after 8/8/2009 2) Eligible Retired Employees hired/rehired on or before 8/8/2009
Eligible Retired Employees (Full-Time) Monthly Contributions	1) Eligible Retired Employees who are Non-medicare eligible will pay 50% of total cost of coverage Eligible Retired Employees who are Medicare eligible are ineligible for coverage * Calculation of full cost of coverage is subject from time to time at the Company's discretion. 2) \$0
Eligible Retired Employees (Part-Time) Monthly Contributions	1) Eligible Retired Employees who are Non-medicare eligible will pay 50% of total cost of coverage Eligible Retired Employees who are Medicare eligible are ineligible for coverage * Calculation of full cost of coverage is subject from time to time at the Company's discretion. 2) \$50 (annual)
Life Insurance	
Eligible Retired Employees Basic Life (Company Paid)	Eligible Groups: <ol style="list-style-type: none"> 1) Eligible Retired Employees hired/rehired or transferred after 8/15/2010 2) Eligible Retired Employees hired/rehired on or before 8/14/2010 1) \$15,000 Retiree Basic Life 2) Basic: 1X Salary subject to age based reductions (reduces to 50% at age 70), ER paid

Provision	Eligible Retired Employees
Supplemental Life (Retiree Paid)	1) Employee may add 1X annual pay to supplemental Life coverage in effect at termination to replace the Basic Life coverage no longer available upon termination of employment 2) Up to same amount of supplementary coverage that retiree had on his last day of active employment, Retiree paid; until age 65.
Definition of Pay	Annual rate of pay includes base wages, targeted commissions, team award, individual discretionary award, and miscellaneous pay, where applicable. 1) Annual Pay is the employees rate of pay on the last day of active payroll. 2) Is the Employee's Rate of Pay as of 12/31/2013.

Vision									
Eligible Retired Employees Vision Plan	Eligible Retired Employees shall be eligible to participate in YP's vision plan								
Eligible Retired Employees Monthly Retiree Contributions	Employees shall pay 100% of the premium equivalent rate For 2014: <table style="margin-left: 40px; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="text-align: center;"><u>Contribution</u> <u>Amounts*</u></th> </tr> </thead> <tbody> <tr> <td>Ind</td> <td style="text-align: center;">\$4.23</td> </tr> <tr> <td>Ind +1</td> <td style="text-align: center;">\$7.40</td> </tr> <tr> <td>Family</td> <td style="text-align: center;">\$12.27</td> </tr> </tbody> </table> *Note: Contribution amounts subject to annual adjustment based on new premium equivalent rates as they change year over year		<u>Contribution</u> <u>Amounts*</u>	Ind	\$4.23	Ind +1	\$7.40	Family	\$12.27
	<u>Contribution</u> <u>Amounts*</u>								
Ind	\$4.23								
Ind +1	\$7.40								
Family	\$12.27								

Provision	Current Employees and New Hires
Voluntary	
Discretionary Program	YP Voluntary Benefits Platform To be rolled out in Q2 2014 <ul style="list-style-type: none"> • Accident • Auto and Home • Cancer Insurance • Financial Planning • Legal Services • Pet Insurance *Products offered will change from time to time