



2009 LABOR AGREEMENTS

Communication Workers of America
and
AT&T Advertising Solutions

Southwestern Bell Yellow Pages, Inc.

2009 DEPARTMENTAL AGREEMENT

Article	Title	Page
	I. Recognition and Establishment of the Unit	1
	II. Classification of Employees	2
	III. New Job Titles.....	4
	IV. Basis of Compensation	7
	V. Hours of Work	37
	VI. Work Schedules.....	40
	VII. Exchange Time	42
	VIII. Holidays.....	45
	IX. Vacations.....	47
	X. Excused Work Days.....	55
	XI. Absences From Duty.....	58
	XII. Seniority.....	64
	XIII. Job Vacancy.....	64
	XIV. Promotional Pay Treatment	70
	XV. Temporary Work in Higher Positions	72
	XVI. Travel	75
	XVII. Force Adjustment	81
	XVIII. Employment Terminations	89
	XIX. Grievances	92
	XX. Union Representation.....	96
	XXI. Agency Shop	96
	XXII. Deduction of Union Dues	97
	XXIII. Notice of Promotions and Transfers of Union Officers, Elected Stewards, and Designated Representatives ..	99
	XXIV. Safety	100
	XXV. Achievement Bonuses and Incentives	100
	XXVI. Account Representatives, Sales Representatives, Senior Account Representatives and Cyber Representatives.....	101
	XXVII. New Products and Services	132
	XXVIII. Prior Agreements	133
	XXIX. Duration.....	133

2009 AGREEMENT OF GENERAL APPLICATION

Article	Title	Page
	I. Collective Bargaining Procedure	135
	II. Service Interruption	136
	III. Unusual Grievances	137
	IV. Grievance Mediation	137
	V. Arbitration	140
	VI. Expedited Arbitration	143
	VII. Leaves of Absence for Union Representatives on Union Business	146
	VIII. Pensions, Disability Benefits, and Death Benefits.....	150
	IX. Supplemental Income Protection Program	151
	X. Voluntary Income Protection Program	155
	XI. Responsible Union-Company Relationship	158
	XII. Nondiscrimination.....	159
	XIII. Technological Change Committee	159
	XIV. Common Interest Forum	161
	XV. Training/Retraining	164
	XVI. Military Service	166
	XVII. Outside Contracting.....	167
	XVIII. Prior Agreements	167
	XIX. Duration.....	168

OTHER AGREEMENTS

	Title	Page
	Memorandum of Understanding Regarding Part-Time Employees	169
	Memorandum of Understanding Regarding Commission Splitting on Referred Accounts between Premise and Telemarketing Sales Organizations	172

INDEX

Page

A

Absences From Duty..... 58
 Funerals 61
 Grievance Meetings 95
 Illness
 Number of Waiting Days..... 62
 Payment
 --Account and Sales Representatives 112, 113
 --All Other Titles 63
 --Senior Account and Cyber Representatives 111
 Jury, Witness, Voting and Election Duty 60
 Leaves of Absence 58
 Military Duty
 --Active 63, 166
 --Training and Emergency Duty 59
 Quarantine 63
Account Representatives
 Absences From Duty 112
 Assignment of Accounts 115
 Automobile Allowance
 --Daily 129
 --Monthly 128
 Automobile Insurance 128
 Basis of Compensation 103
 --Account Packages Involving NYPS Activity..... 123
 --Average Rate 113
 --Basic Weekly Salary Schedule 104
 --Commissions 106
 --Initial Training 104
 --Splitting on Referred Accounts 172
 Commission Advance Recovery Process 119
 Commission Debit Proration 122
 Definitions 101

	Page
A	
Account Representatives (Continued)	
Meal and Incidental Expense (M&IE) Per Diem.....	126
Miscellaneous Provisions.....	123
Reimbursement of Expenses.....	126
Wage Progression	105
Achievement Bonuses and Incentives	100
Active Duty in Armed Forces.....	166
Agency Shop	96
Agreement of General Application	135
Arbitration	
Expedited	143
Regular.....	140
Assigned Overtime.....	39
Assignment of Nonworking Days	39
Authorization for Union Dues	97
Authorized Holidays.....	10, 45
Automobile Mileage Expense.....	76, 80, 129

B

Basis of Compensation	7
Bilingual Differential.....	73

C

Callout Time	39
Carfare Payments	40
Commission Advance Recovery Process	119
Christmas Week.....	58
Classification Differentials	
(See Temporary Work in Higher Positions)	72

C

Page

Classification of Employees	
Regular Employees.....	2
Temporary Employees.....	2
Occasional Employees.....	2
Full-Time Employees.....	3
Part-Time Employees.....	3
Close Relative.....	61
Collective Bargaining Procedure.....	135
Commissions.....	106
--Splitting on Referred Accounts.....	172
Common Interest Forum.....	161
Company Schools-Night Differentials.....	11
Compensation.....	7
Contract Work.....	167
Cyber Representatives	
Absences From Duty.....	111
Basis of Compensation.....	103
--Basic Weekly Salary Schedule.....	105
--Commissions.....	106
--Disability Pay.....	112
Commission Advance Recovery Process.....	119
Commission Debit Proration.....	122
Definitions.....	101
Miscellaneous Provisions.....	123
Overtime.....	125
Relief Period.....	125
Wage Progression.....	105

	Page
D	
Daily Expense Allowance	
Overnight Travel.....	78
Day Tours.....	38
Deduction of Union Dues	97
Departmental Agreement	1
Designated Holiday	45
Differentials	
Bilingual.....	73
Night	11
Dismissals	
Arbitration of.....	141
Termination Allowance.....	91
Divided Tours-Extra Payments.....	40
Dues	97
Duration of Agreement	133, 168

E	
Election Duty	60
Employment Terminations	89
After Leave of Absence.....	89
Eligibility	89
Supplemental Income Protection Program (SIPP)	151
Technological Displacement.....	90
Termination Allowance.....	91
Treatment of Reengaged or Rehired	91
Voluntary Income Protection Program (VIPPP)	155
Exchange Time	42
Excused Work Days.....	55
Christmas Week	58
Exhibit 1.....	12
Exhibit 2.....	18
Exhibit 3.....	24

	Page
E	
Exhibit 4.....	30
Exhibit 5.....	36
Expedited Arbitration.....	143
Expense Allowance	
Account and Senior Account Representatives.....	126
Allowance for Overnight Travel.....	78
Parking.....	76, 78, 79, 131
Travel Time.....	75
Trips Home.....	80, 130
Use of Personal Car.....	76
Expense in Connection With Transfer.....	83
Expiration of Labor Agreements.....	133, 168
Extra Payments on Divided Tours.....	40

F	
Force Adjustment.....	81
Layoffs.....	86
Reassignment Pay Protection Plan (RPPP).....	84
Reduction in Force Before Layoffs.....	82
Reemployment--Wage Credit.....	89
Supplemental Income Protection Program (SIPP).....	151
Technological Change Committee.....	159
Temporary Layoff.....	88
Voluntary Income Protection Program (VIPPP).....	155
Full-Time Employees.....	3
Full-Time Tours.....	37
Funerals	
Close Relative.....	61
Immediate Family.....	61

	Page
G	
Grievance Mediation	137
Grievances	92
Formal Grievance	92
Informal Grievance.....	95
New Job Titles.....	4
Pay for Attendance at Meetings	95
Time Limit for Filing.....	93
Time Limit for Meetings to be Scheduled.....	95
Travel To and From Meetings.....	95
Unusual	137

H	
Holidays.....	45
Absentee	47
Authorized	45
Designated.....	45
Eligible Employees.....	45
Falling on Sunday.....	45
Pay	
--Holiday Allowance.....	45
--Time Worked	46
Tours	45
Within a Vacation Period.....	49
Hours of Work	37
Callout Time.....	39
Carfare Payments	40

I

Illness
First Seven Days..... 62
Payment for Absence..... 63
Payment for Account and Sales Representatives..... 112, 113
Payment for Senior Account and Cyber Representatives..... 111
Preceding or Following a Holiday..... 47
Waiting Period..... 62
Immediate Family..... 61

J

Job Classifications..... 4, 36, 101
Job Titles
Establishing New Job Titles 4
Establishing Wage Levels..... 4
Notification to the Union 4
Job Vacancy..... 64
Employee Retreats..... 69
Job Vacancy Requests 64
Order of Consideration..... 68
Selection 68
Time-In-Title and Location 66
Vacancy Definition 66
Jury, Witness, Voting and Election Duty 60

L

Layoffs..... 82
Leaves of Absence..... 58
Union Business 59, 146

	Page
M	
Maximum Rates	8
Meal Allowance	
Overnight Travel.....	78
Mediation	137
Military Duty	
Active	63
Training & Emergency.....	59
Military Service	166
Minimum Rates	8

N	
Net Credited Service	64, 70
New Job Titles.....	4
New Products and Services	132
Night Differentials	11
Night Differentials-Company Schools.....	11
Night Tours.....	38
Noncommission Employees	
Classifications and Job Titles.....	36
Wage Schedules.....	12
Nondiscrimination	159
Nonworking Days, Assignment of	39
Notice of Promotion and Transfer of Union Officers, Elected Stewards, and Designated Representatives	99

	Page
O	
Occasional Employees	2
Outside Contracting.....	167
Overtime	
Assigned	39
Pay	
--Cyber and Sales Representatives	125
--Noncommission Employees	9, 10

P	
Parking	76, 78, 79, 131
Part-Time Employees.....	3, 169
Equivalent Work Week	3
Excused Work Days	55
Holidays	45
Memorandum of Understanding	169
Overtime	10
Tours.....	37
Vacations	52
Pension, Disability, and Death Benefits.....	150
Progression Plan	8
During Disability	8
Following Upgrade	8
Promotion and Transfer of Union Officers, Elected Stewards, and Designated Representatives	99
Promotional Pay Treatment.....	70
Titles and Step Down Table.....	72

Q	
Quarantine.....	63

R

Rates of Pay..... 7
Reassignment Pay Protection Plan (RPPP)..... 84
Recognition of the Unit..... 1
Reduction in Force (Force Adjustment) 81
Regular Employees 2
Regular Place of Reporting 75
Rehiring After Layoff..... 91
Relief Periods
 Cyber and Sales Representatives..... 125
 Noncommission Employees..... 40
Responsible Union/Company Relationship 158

S

Safety 100
Sales Representatives
 Absences From Duty 112
 Assignment of Accounts 115
 Basis of Compensation 103
 --Account Packages Involving NYPS Activity..... 123
 --Average Rate..... 113
 --Basic Weekly Salary Schedule 104
 --Commissions 106
 --Initial Training 105
 --Splitting on Referred Accounts 172
 Commission Advance Recovery Process 119
 Commission Debit Proration 122
 Definitions 101
 Miscellaneous Provisions..... 123
 Overtime 125
 Relief Period..... 125
 Wage Progression 105

S

Page

Senior Account Representatives	
Absences From Duty	111
Automobile Allowance	
--Daily	129
--Monthly	128
Automobile Insurance	128
Basis of Compensation	103
--Account Packages Involving NYPS Activity.....	123
--Basic Weekly Salary.....	105
--Commissions	106
--Disability Pay	112
Commission Advance Recovery Process	119
Commission Debit Proration	122
Definitions	101
Meal and Incidental Expense (M&IE) Per Diem.....	126
Miscellaneous Provisions.....	123
Reimbursement of Expenses.....	126
Wage Progression	105
Windfall Sale	125
Seniority.....	64, 124
Service Interruption	136
Sessions.....	37
Sickness (See Illness).....	62
SN Days	41
AT&T Pension Benefit Plan.....	150
Step Down from Maximum	72
Sunday Tours	38
Sunday Work.....	11
Supplemental Income Protection Program (SIPP).....	151

	Page
T	
Technological Change Committee	159
Technological Displacement	90
Temporary Employees	2
Temporary Layoff	88
Temporary Work in Higher Positions	72
Termination Allowance	91
Time-In-Title and Location	65
Tours	
Defined	37
Holiday	45
Selection	38
Trade Time (Ten Minutes or Less)	9
Training/Retraining	164
Transfers	64
Travel	75
Automobile Mileage Expense.....	76, 80, 129
Expense Allowance.....	78, 126
Lodging	79, 128
Trips Home	80, 130

U

Union Dues.....	97
Union Leaves of Absence	59, 146
Union Representation.....	96
Unusual Grievances	137
Use of Personal Car.....	76, 80, 129

V

Vacations.....47
 Day-At-A-Time52
 Eligibility47
 Holiday During Vacation.....49
 Illness During Vacation51
 Leaves of Absence and/or Transfer Prior to Vacation50
 Rescheduling Vacation Due to Illness.....51
 Scheduling52
 Voluntary Income Protection Program (VIPP).....155
 Voting60

W

Wage Administration
 Basis of Compensation7
 Commissions106
 Promotional Pay Treatment70
 Wage Progression Increases8, 104
 Wage Progression Schedules
 Account Representatives104
 Cyber Representative105
 Noncommission (Eff. 12/5/09)
 --Regular12
 --Temporary15
 Noncommission (Eff. 5/1/11)
 --Regular18
 --Temporary21
 Noncommission (Eff. 6/3/12)
 --Regular24
 --Temporary27
 Noncommission (Eff. 7/7/13)
 --Regular30
 --Temporary33

	Page
W	
Sales Representative	104
Senior Account Representative.....	105
Witness in Court.....	60
Work and Family Committee.....	162
Work Day	37
Work Groups--Force Adjustment	81
Work Schedules	40
Change of SN Days	41
Nonworking Days	39
Scheduled Tours and Hours	41
Work Stoppage	136
Work Week	37

2009 DEPARTMENTAL AGREEMENT

THIS AGREEMENT is made as of November 19, 2010, and is effective as of December 5, 2009, by and between COMMUNICATIONS WORKERS OF AMERICA (hereinafter called the "Union"), and SOUTHWESTERN BELL YELLOW PAGES, INC., a Missouri corporation, d/b/a AT&T Advertising Solutions (hereinafter called the "Company" or "Management"). The Union and the Company agree, subject to any applicable provision of the 2009 SETTLEMENT AGREEMENT and the ADDENDUM TO THE 2009 SETTLEMENT AGREEMENT, as follows:

ARTICLE I RECOGNITION AND ESTABLISHMENT OF THE UNIT

Section 1. The Company recognizes the Union as sole collective bargaining agent for those employees of the Company with the job titles and job classifications listed in Article IV, Exhibit 5 of this Agreement and as subsequently established under Article III of this Agreement, excluding confidential and professional employees, guards, and supervisors as defined in Section 2(11) of the National Labor Relations Act, as amended.

Section 2. Nothing herein shall be construed as authorizing the inclusion of any employee or employees not properly includible in the above described Bargaining Unit, nor shall be construed as a waiver or forbearance on the part of the Union of any right to represent any employee or employees properly includible in such Bargaining Unit as contemplated under the National Labor Relations Act as now or hereafter amended or superseded.

Section 3. The provisions contained in Articles I through XXIX of this Agreement apply to all Bargaining Unit employees, except as indicated to the contrary.

ARTICLE II CLASSIFICATION OF EMPLOYEES

Section 1. For the purpose of this Agreement, all employees are classified into one of the classifications as defined in Section 2.

Section 2.

- a. **Regular Employees.** A regular employee is one who is engaged for the usual activities of the business and whose employment is reasonably expected to continue for longer than eighteen (18) months, although it may be terminated earlier by action on the part of the Company or the employee.
- b. **Temporary Employees.** A temporary employee is one who is engaged for a specific project or a limited period, with the definite understanding that his or her employment is to terminate upon completion of the project or at the end of the period, and whose employment is expected to continue for more than three (3) consecutive weeks, but not more than eighteen (18) months.
- c. **Occasional Employees.** An occasional employee is one who is engaged on a daily basis for a period of not more than three (3) consecutive weeks; or for a cumulative total of not more than thirty (30) days, in any calendar year, regardless of the length of daily or weekly assignments. An occasional employee who actually

works or is engaged to work in excess of three (3) consecutive weeks or thirty (30) days in a calendar year shall be reclassified as a regular or a temporary, full-time or part-time employee as appropriate.

Section 3. Employees who are classified as Regular or Temporary as defined in Section 2. above will be further classified as either full-time or part-time as defined below:

- a. **Full-Time.** A full-time employee is one who is employed and scheduled to work forty (40) hours in a calendar week.
- b. **Part-Time.** A part-time employee is one who is employed and normally scheduled to work less hours per average month than a comparable full-time employee in the same job title, classification and work group working the same normal daily tour.

Note A: The classification of a part-time employee is based on the employee's "part-time equivalent work week" 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 work week" classification of 16.)

Note B: The "part-time equivalent work week" classification of each part-time employee shall be reviewed by the Company no less often than every six (6) months on April 1 and October 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.

ARTICLE III NEW JOB TITLES

Section 1. Whenever the Company determines it appropriate to create a new job title in the Bargaining Unit or restructure an existing job title, it shall notify the Vice President of the Union in writing. Restructure, for purposes of this Article, shall be limited to those situations in which the restructure of the duties of an existing job title is so significant that the associated job description is no longer representative of the major functions of the restructured job. Such notification shall include the job title, the job description of the duties for such job title, and the initial wage schedule for such job title. The initial wage schedule shall be classified as temporary.

Section 2. Following such notice to the Union, the Company may proceed to staff such job title.

Section 3. The Union shall have the right, within thirty (30) days from receipt of notice from the Company, to initiate negotiations concerning the initial wage schedule established as temporary by the Company.

- a. If negotiations are not so initiated within thirty (30) days as outlined in Section 3. above, the temporary designation shall be removed. If negotiations are so initiated, and agreement is reached between the parties within sixty (60) days following the receipt of notice from the Company, the agreed upon wage schedule shall immediately replace the wage schedule designated as temporary.

- b. If negotiations are so initiated and the parties are unable to reach agreement within sixty (60) days following receipt of notice from the Company regarding the creation of a new job, the issue of an appropriate temporary wage schedule shall be subject to a non-binding mediation process. A mediation conference shall be held as soon as possible following the conclusion of negotiations but no later than ninety (90) days from receipt of notice from the Company.
 - (1) If agreement is reached in the non-binding mediation process, the agreed upon wage schedule shall immediately replace the wage schedule designated as temporary.
 - (2) If no agreement is reached in the non-binding mediation process, the wage schedule shall retain the temporary designation for the duration of the Departmental Agreement in effect on the date of notification, as outlined in Section 1. above. Such temporary wage schedule shall be subject to negotiation in the next Collective Bargaining session.

- c. If negotiations are so initiated and the parties are unable to reach agreement within sixty (60) days following receipt of notice from the Company regarding the restructuring of an existing job, the issue of an appropriate wage schedule shall be subject to a binding mediation process. A mediation conference shall be held as soon as possible following the conclusion of negotiations but no later than ninety (90) days from receipt of notice from the Company.

- (1) If agreement is reached in the mediation process, the agreed-upon wage schedule shall immediately replace the wage schedule designated as temporary.
- (2) If no agreement is reached in the mediation process, each party shall submit a final proposed permanent wage schedule to the mediator at the conclusion of the mediation conference. The mediator shall determine which of the final submissions is appropriate, taking into account the facts, discussions and arguments presented by the parties during the conference. The wage schedule designated by the mediator shall immediately replace the wage schedule designated as temporary.

d. The mediator used in the mediation processes referred to in paragraphs b. and c. above, shall be selected by mutual agreement from a list of five (5) mediators compiled by the American Arbitration Association. Such individuals on the list shall possess acknowledged expertise in the area of job evaluation.

Section 4. The Company agrees to notify in writing the Vice President of the Union of the addition of a noncommission classification and job title.

Section 5. The Company agrees to notify in writing the Vice President of the Union of any additions, deletions, or rearrangements to the noncommission classifications and job titles contained in Article IV, Exhibit 5 of the Departmental Agreement. Following such notice to the Union, the Company may implement the identified modifications to the noncommission classifications and job titles for the purposes of the application of Article XVII, Force Adjustment. Within thirty

(30) days from receipt of notice from the Company, the Union shall have the right to initiate negotiations with the Vice President-Human Resources concerning such noncommission classifications and job titles.

ARTICLE IV

BASIS OF COMPENSATION

(This Article applies to all employees except Account Representatives, Senior Account Representatives, Sales Representatives and Cyber Representatives)

Section 1. Rates of Pay.

- a. Effective as of December 5, 2009, the Wage Progression Schedules for regular and temporary noncommission employees shall be as set forth in Exhibit 1 to this Article. Effective May 1, 2011, the Wage Progression Schedules for regular and temporary noncommission employees shall be as set forth in Exhibit 2 to this Article. Effective June 3, 2012, the Wage Progression Schedules for regular and temporary noncommission employees shall be as set forth in Exhibit 3 to this Article. Effective July 7, 2013, the Wage Progression Schedules for regular and temporary noncommission employees shall be as set forth in Exhibit 4 to this Article. Temporary employees placed at the temporary rate shall not exceed the total number of employees on leaves of absence. The noncommission Wage Classifications and job titles shall be as set forth in Exhibit 5 of this Article. The basic salary schedule and basic salary rates for commission employees shall be as set forth in Article XXVI, Account Representatives, Sales Representatives, Senior Account Representatives and Cyber Representatives.

- b. **Minimum Rates.** Each employee who enters the service of the Company shall begin employment at the minimum wage rate for the appropriate job title, except that appropriate allowance over such minimum rate may be made by the Company for an employee who has had previous experience or training considered to be of value.
- c. **Maximum Rates.** The applicable maximum rates are set forth in the Wage Progression Schedules included as Exhibits 1, 2, 3, and 4 to this Article.

Section 2. **Progression Plan.** Progression increases shall be in accordance with the following:

- a. Increase to the next higher rate as provided for in the applicable Wage Progression Schedule included as Exhibits 1, 2, 3, and 4 to this Article shall be after a progression interval equal to the difference in months between (1) the wage length of service shown by the applicable Wage Progression Schedule for such next higher rate, and (2) that shown for the employee's current wage rate.
- b. Increase dates will be at six (6) month intervals, or at such other intervals as may be specified in the applicable Wage Schedules.
- c. No wage increase shall become effective during a period of disability which is continuous for eight days or more.
- d. **Progression Following Upgrading.** The length of consideration intervals for progression increases following upgrading shall be as provided in the Wage Progression Schedule for the classification or job to which upgraded. The consideration interval for the first pro-

gression increase following upgrading shall begin with the date previously established for progression on the schedule of the job or classification from which upgraded except that if the wage rate step is established as the result of a step down from maximum as provided in Article XIV, Promotional Pay Treatment, of the 2009 Departmental Agreement, a new progression date shall be established in accordance with paragraph b. preceding.

Section 3. Overtime At One And One-Half Times Basic Hourly Rate.

- a. Except for part-time employees identified in paragraph b. below, compensation at the rate of one and one-half times the basic hourly rate shall be paid to employees for all time of ten minutes or more worked at the Company's request either before or after the scheduled tour (except on an Authorized Holiday), or for work time in excess of forty hours worked on scheduled tours (except on an Authorized Holiday) in any calendar week (except as may be otherwise required by law).

Note: Time worked less than ten minutes in excess of scheduled hours shall be treated as normal trade time; and the time shall not be accounted for on work reports. This is in recognition of the fact that because of practical considerations or uncontrollable circumstances, employees occasionally will quit work a few minutes before or after the end of their scheduled tour. Such differences in work time shall be "traded out" on work days following, in the same pay period. Trade time must be made up within the same pay period or else paid for as work time.

Trade time applies also to that travel time defined as work time. If employees are returned to a designated place of

reporting less than ten minutes after the close of a scheduled tour, such time, defined as work time, may be traded out during the current pay period. Trade time not traded out during the current pay period shall be paid for as work time.

It is the general policy of the Company to avoid the necessity of using trade time as far as practicable.

- b. Compensation to a part-time employee for hours worked in excess of an equivalent normal daily tour or work week for a comparable full-time employee shall be at the applicable overtime rate for a comparable full-time employee based on such part-time employee's basic hourly rate.
- c. **Authorized Holidays.** For all employees, either time worked or not worked but excused without loss of pay on an Authorized Holiday observed Monday through Saturday, up to the length of a normal tour, shall be considered as work time for the purpose of determining hours in excess of the number of hours that constitute a normal work week at the basic rate in the calendar week; provided, however, that such treatment shall not apply where the employee is an "absentee" as defined in Article VIII, Section 4, Holidays, of the 2009 Departmental Agreement, or is treated as absent on the Holiday under Article XI, Absences From Duty, of the 2009 Departmental Agreement.
- d. **Overtime At Two Times The Basic Hourly Rate.** Where an employee, at the Company's request, works overtime for which the rate of one and one-half times the basic hourly rate is otherwise applicable under paragraph 3.a. preceding, and such overtime worked exceeds nine hours in a calendar week, compensation for such overtime in excess of nine hours in that week

shall be paid, instead, at the rate of two times the basic hourly rate.

Section 4. **Sunday Work.**

- a. Employees scheduled to work a Sunday tour shall be paid at the rate of one and one-half times the basic hourly rate for the first eight hours worked except for part-time employees.

Section 5. **Night Differentials.**

- a. A night differential shall be paid to employees for each scheduled night tour worked in the amount of ten percent of the employee's basic day's pay except for part-time employees.
- b. **Night Differentials-Company Schools.** Night differentials to the extent normally applicable shall be paid to an employee regularly scheduled for night tours, for scheduled tours paid within the first week when assigned by the Company on scheduled day tours in a Company school.

**EXHIBIT 1
ARTICLE IV**

**WAGE PROGRESSION SCHEDULES
REGULAR NONCOMMISSION EMPLOYEES**

Basic Wage Rates for Normal Work Week

Effective December 5, 2009

WAGE LENGTH OF SERVICE	SCHEDULE
WAGE CLASSIFICATION I	
MINIMUM	\$436.00
AFTER 6 MONTHS	474.50
" 12 "	517.00
" 18 "	562.50
" 24 "	612.50
" 30 "	667.00
" 36 "	726.50
" 42 "	791.00
" 48 "	861.00
PENSION BAND	308

EXHIBIT 1 (Continued)

REGULAR NONCOMMISSION EMPLOYEES

WAGE LENGTH OF SERVICE	SCHEDULE
---------------------------	----------

WAGE CLASSIFICATION II

MINIMUM	\$475.00
AFTER 6 MONTHS	515.50
" 12 "	559.50
" 18 "	607.00
" 24 "	658.50
" 30 "	714.50
" 36 "	775.50
" 42 "	841.50
" 48 "	913.00
PENSION BAND	310

WAGE CLASSIFICATION III

MINIMUM	\$492.50
AFTER 6 MONTHS	535.00
" 12 "	581.00
" 18 "	630.50
" 24 "	685.00
" 30 "	744.00
" 36 "	807.50
" 42 "	877.00
" 48 "	952.50
PENSION BAND	311

EXHIBIT 1 (Continued)

REGULAR NONCOMMISSION EMPLOYEES

WAGE LENGTH OF SERVICE	SCHEDULE
---------------------------	----------

WAGE CLASSIFICATION IV

MINIMUM	\$543.00
AFTER 6 MONTHS	585.50
" 12 "	631.00
" 18 "	680.00
" 24 "	733.00
" 30 "	790.50
" 36 "	852.00
" 42 "	918.50
" 48 "	990.00
PENSION BAND	313

WAGE CLASSIFICATION V

MINIMUM	\$574.50
AFTER 6 MONTHS	626.50
" 12 "	683.50
" 18 "	745.50
" 24 "	813.00
" 30 "	887.00
" 36 "	967.50
" 42 "	1,055.00
" 48 "	1,151.00
PENSION BAND	319

EXHIBIT 1 (Continued)

**WAGE PROGRESSION SCHEDULES
TEMPORARY NONCOMMISSION EMPLOYEES**

Basic Wage Rates for Normal Work Week

Effective December 5, 2009

WAGE LENGTH OF SERVICE		SCHEDULE
WAGE CLASSIFICATION I		
MINIMUM		\$328.00
AFTER 6 MONTHS		357.00
" 12 "		388.50
" 18 "		423.00
" 24 "		460.50
" 30 "		501.50
" 36 "		546.00
" 42 "		594.50
" 48 "		647.00

EXHIBIT 1 (Continued)

TEMPORARY NONCOMMISSION EMPLOYEES

WAGE LENGTH OF SERVICE	SCHEDULE
---------------------------	----------

WAGE CLASSIFICATION II

MINIMUM	\$356.00
AFTER 6 MONTHS	386.50
" 12 "	419.50
" 18 "	455.00
" 24 "	494.00
" 30 "	536.00
" 36 "	581.50
" 42 "	631.00
" 48 "	685.00

WAGE CLASSIFICATION III

MINIMUM	\$370.50
AFTER 6 MONTHS	402.00
" 12 "	436.50
" 18 "	474.00
" 24 "	514.50
" 30 "	558.50
" 36 "	606.50
" 42 "	658.00
" 48 "	714.50

EXHIBIT 1 (Continued)

TEMPORARY NONCOMMISSION EMPLOYEES

WAGE LENGTH OF SERVICE	SCHEDULE
---------------------------	----------

WAGE CLASSIFICATION IV

MINIMUM		\$409.50
AFTER 6 MONTHS		441.00
" 12 "		475.50
" 18 "		512.00
" 24 "		552.00
" 30 "		594.50
" 36 "		640.50
" 42 "		690.00
" 48 "		743.50

WAGE CLASSIFICATION V

MINIMUM		\$430.50
AFTER 6 MONTHS		469.50
" 12 "		512.50
" 18 "		559.00
" 24 "		610.00
" 30 "		665.50
" 36 "		726.00
" 42 "		792.00
" 48 "		864.00

**EXHIBIT 2
ARTICLE IV**

**WAGE PROGRESSION SCHEDULES
REGULAR NONCOMMISSION EMPLOYEES**

Basic Wage Rates for Normal Work Week

Effective May 1, 2011

WAGE LENGTH OF SERVICE	SCHEDULE
---------------------------	----------

WAGE CLASSIFICATION I

MINIMUM	\$436.00
AFTER 6 MONTHS	476.00
" 12 "	520.00
" 18 "	568.00
" 24 "	620.50
" 30 "	677.50
" 36 "	740.00
" 42 "	808.00
" 48 "	882.50

EXHIBIT 2 (Continued)

REGULAR NONCOMMISSION EMPLOYEES

WAGE LENGTH OF SERVICE	SCHEDULE
---------------------------	----------

WAGE CLASSIFICATION II

MINIMUM	\$475.00
AFTER 6 MONTHS	517.00
" 12 "	563.00
" 18 "	612.50
" 24 "	667.00
" 30 "	726.00
" 36 "	790.00
" 42 "	860.00
" 48 "	936.00

WAGE CLASSIFICATION III

MINIMUM	\$492.50
AFTER 6 MONTHS	536.50
" 12 "	584.50
" 18 "	636.50
" 24 "	693.50
" 30 "	755.50
" 36 "	823.00
" 42 "	896.50
" 48 "	976.50

EXHIBIT 2 (Continued)

REGULAR NONCOMMISSION EMPLOYEES

WAGE LENGTH OF SERVICE	SCHEDULE
---------------------------	----------

WAGE CLASSIFICATION IV

MINIMUM	\$543.00
AFTER 6 MONTHS	587.00
" 12 "	635.00
" 18 "	686.50
" 24 "	742.50
" 30 "	803.00
" 36 "	868.00
" 42 "	938.50
" 48 "	1,015.00

WAGE CLASSIFICATION V

MINIMUM	\$574.50
AFTER 6 MONTHS	628.50
" 12 "	688.00
" 18 "	752.50
" 24 "	823.50
" 30 "	901.00
" 36 "	985.50
" 42 "	1,078.50
" 48 "	1,180.00

EXHIBIT 2 (Continued)

**WAGE PROGRESSION SCHEDULES
TEMPORARY NONCOMMISSION EMPLOYEES**

Basic Wage Rates for Normal Work Week

Effective May 1, 2011

WAGE LENGTH OF SERVICE		SCHEDULE
WAGE CLASSIFICATION I		
MINIMUM		\$328.00
AFTER 6 MONTHS		358.00
" 12 "		391.00
" 18 "		427.00
" 24 "		466.50
" 30 "		509.00
" 36 "		556.00
" 42 "		607.00
" 48 "		663.00

EXHIBIT 2 (Continued)

TEMPORARY NONCOMMISSION EMPLOYEES

WAGE LENGTH OF SERVICE	SCHEDULE
---------------------------	----------

WAGE CLASSIFICATION II

MINIMUM	\$356.00
AFTER 6 MONTHS	387.50
" 12 "	422.00
" 18 "	459.00
" 24 "	500.00
" 30 "	544.00
" 36 "	592.50
" 42 "	645.00
" 48 "	702.00

WAGE CLASSIFICATION III

MINIMUM	\$370.50
AFTER 6 MONTHS	403.50
" 12 "	439.50
" 18 "	478.50
" 24 "	521.00
" 30 "	567.50
" 36 "	617.50
" 42 "	672.50
" 48 "	732.50

EXHIBIT 2 (Continued)

TEMPORARY NONCOMMISSION EMPLOYEES

WAGE LENGTH OF SERVICE	SCHEDULE
---------------------------	----------

WAGE CLASSIFICATION IV

MINIMUM	\$409.50
AFTER 6 MONTHS	442.50
" 12 "	478.50
" 18 "	517.00
" 24 "	558.50
" 30 "	603.50
" 36 "	652.50
" 42 "	705.00
" 48 "	762.00

WAGE CLASSIFICATION V

MINIMUM	\$430.50
AFTER 6 MONTHS	471.00
" 12 "	515.50
" 18 "	564.00
" 24 "	617.50
" 30 "	675.50
" 36 "	739.50
" 42 "	809.00
" 48 "	885.50

**EXHIBIT 3
ARTICLE IV**

**WAGE PROGRESSION SCHEDULES
REGULAR NONCOMMISSION EMPLOYEES**

Basic Wage Rates for Normal Work Week

Effective June 3, 2012

WAGE LENGTH OF SERVICE	SCHEDULE
---------------------------	----------

WAGE CLASSIFICATION I

MINIMUM	\$436.00
AFTER 6 MONTHS	477.50
" 12 "	523.50
" 18 "	573.00
" 24 "	628.00
" 30 "	688.00
" 36 "	753.50
" 42 "	825.50
" 48 "	904.50

EXHIBIT 3 (Continued)

REGULAR NONCOMMISSION EMPLOYEES

WAGE LENGTH OF SERVICE	SCHEDULE
---------------------------	----------

WAGE CLASSIFICATION II

MINIMUM	\$475.00
AFTER 6 MONTHS	518.50
" 12 "	566.50
" 18 "	618.50
" 24 "	675.00
" 30 "	737.00
" 36 "	805.00
" 42 "	879.00
" 48 "	959.50

WAGE CLASSIFICATION III

MINIMUM	\$492.50
AFTER 6 MONTHS	538.00
" 12 "	588.00
" 18 "	642.50
" 24 "	702.00
" 30 "	767.00
" 36 "	838.50
" 42 "	916.00
" 48 "	1,001.00

EXHIBIT 3 (Continued)

REGULAR NONCOMMISSION EMPLOYEES

WAGE LENGTH OF SERVICE	SCHEDULE
---------------------------	----------

WAGE CLASSIFICATION IV

MINIMUM	\$543.00
AFTER 6 MONTHS	589.00
" 12 "	639.00
" 18 "	693.00
" 24 "	751.50
" 30 "	815.50
" 36 "	884.50
" 42 "	959.50
" 48 "	1,040.50

WAGE CLASSIFICATION V

MINIMUM	\$574.50
AFTER 6 MONTHS	630.50
" 12 "	692.00
" 18 "	759.50
" 24 "	833.50
" 30 "	915.00
" 36 "	1,004.00
" 42 "	1,102.00
" 48 "	1,209.50

EXHIBIT 3 (Continued)

**WAGE PROGRESSION SCHEDULES
TEMPORARY NONCOMMISSION EMPLOYEES**

Basic Wage Rates for Normal Work Week

Effective June 3, 2012

WAGE LENGTH OF SERVICE		SCHEDULE
WAGE CLASSIFICATION I		
MINIMUM		\$328.00
AFTER 6 MONTHS		359.50
" 12 "		393.50
" 18 "		431.00
" 24 "		472.00
" 30 "		517.00
" 36 "		566.50
" 42 "		620.50
" 48 "		679.50

EXHIBIT 3 (Continued)

TEMPORARY NONCOMMISSION EMPLOYEES

WAGE LENGTH OF SERVICE	SCHEDULE
---------------------------	----------

WAGE CLASSIFICATION II

MINIMUM			
AFTER 6 MONTHS			\$356.00
" 12 "			388.50
" 18 "			424.50
" 24 "			463.50
" 30 "			506.00
" 36 "			552.50
" 42 "			603.50
" 48 "			659.00
			719.50

WAGE CLASSIFICATION III

MINIMUM			
AFTER 6 MONTHS			\$370.50
" 12 "			404.50
" 18 "			442.00
" 24 "			483.00
" 30 "			527.50
" 36 "			576.00
" 42 "			629.50
" 48 "			687.50
			751.00

EXHIBIT 3 (Continued)

TEMPORARY NONCOMMISSION EMPLOYEES

WAGE LENGTH OF SERVICE	SCHEDULE
---------------------------	----------

WAGE CLASSIFICATION IV

MINIMUM	\$409.50
AFTER 6 MONTHS	444.00
" 12 "	481.00
" 18 "	521.50
" 24 "	565.50
" 30 "	613.00
" 36 "	664.50
" 42 "	720.50
" 48 "	781.00

WAGE CLASSIFICATION V

MINIMUM	\$430.50
AFTER 6 MONTHS	472.50
" 12 "	518.50
" 18 "	569.50
" 24 "	625.00
" 30 "	686.00
" 36 "	753.00
" 42 "	826.50
" 48 "	907.50

**EXHIBIT 4
ARTICLE IV**

**WAGE PROGRESSION SCHEDULES
REGULAR NONCOMMISSION EMPLOYEES**

Basic Wage Rates for Normal Work Week

Effective July 7, 2013

WAGE LENGTH OF SERVICE	SCHEDULE
---------------------------	----------

WAGE CLASSIFICATION I

MINIMUM	\$436.00
AFTER 6 MONTHS	479.00
" 12 "	526.50
" 18 "	578.50
" 24 "	635.50
" 30 "	698.50
" 36 "	767.50
" 42 "	843.50
" 48 "	927.00

EXHIBIT 4 (Continued)

REGULAR NONCOMMISSION EMPLOYEES

WAGE LENGTH OF SERVICE	SCHEDULE
---------------------------	----------

WAGE CLASSIFICATION II

MINIMUM	\$475.00
AFTER 6 MONTHS	520.00
" 12 "	570.00
" 18 "	624.00
" 24 "	683.50
" 30 "	748.50
" 36 "	820.00
" 42 "	898.00
" 48 "	983.50

WAGE CLASSIFICATION III

MINIMUM	\$492.50
AFTER 6 MONTHS	540.00
" 12 "	591.50
" 18 "	648.50
" 24 "	711.00
" 30 "	779.00
" 36 "	854.00
" 42 "	936.00
" 48 "	1,026.00

EXHIBIT 4 (Continued)

REGULAR NONCOMMISSION EMPLOYEES

WAGE LENGTH OF SERVICE	SCHEDULE
---------------------------	----------

WAGE CLASSIFICATION IV

MINIMUM	\$543.00
AFTER 6 MONTHS	591.00
" 12 "	643.00
" 18 "	699.50
" 24 "	761.00
" 30 "	828.00
" 36 "	901.00
" 42 "	980.00
" 48 "	1,066.50

WAGE CLASSIFICATION V

MINIMUM	\$574.50
AFTER 6 MONTHS	632.50
" 12 "	696.50
" 18 "	766.50
" 24 "	844.00
" 30 "	929.00
" 36 "	1,022.50
" 42 "	1,126.00
" 48 "	1,239.50

EXHIBIT 4 (Continued)

**WAGE PROGRESSION SCHEDULES
TEMPORARY NONCOMMISSION EMPLOYEES**

Basic Wage Rates for Normal Work Week

Effective July 7, 2013

WAGE LENGTH OF SERVICE		SCHEDULE
WAGE CLASSIFICATION I		
MINIMUM		\$328.00
AFTER 6 MONTHS		360.50
" 12 "		396.00
" 18 "		435.00
" 24 "		478.00
" 30 "		525.00
" 36 "		577.00
" 42 "		634.00
" 48 "		696.50

EXHIBIT 4 (Continued)

TEMPORARY NONCOMMISSION EMPLOYEES

WAGE LENGTH OF SERVICE	SCHEDULE
---------------------------	----------

WAGE CLASSIFICATION II

MINIMUM			
AFTER 6 MONTHS			\$356.00
" 12 "			390.00
" 18 "			427.00
" 24 "			468.00
" 30 "			512.50
" 36 "			561.00
" 42 "			614.50
" 48 "			673.50
			737.50

WAGE CLASSIFICATION III

MINIMUM			
AFTER 6 MONTHS			\$370.50
" 12 "			406.00
" 18 "			445.00
" 24 "			487.50
" 30 "			534.00
" 36 "			585.50
" 42 "			641.50
" 48 "			702.50
			770.00

EXHIBIT 4 (Continued)

TEMPORARY NONCOMMISSION EMPLOYEES

WAGE LENGTH OF SERVICE	SCHEDULE
---------------------------	----------

WAGE CLASSIFICATION IV

MINIMUM			
AFTER 6 MONTHS			\$409.50
" 12 "			445.50
" 18 "			484.00
" 24 "			526.50
" 30 "			572.50
" 36 "			622.50
" 42 "			677.00
" 48 "			736.00
			800.50

WAGE CLASSIFICATION V

MINIMUM			
AFTER 6 MONTHS			\$430.50
" 12 "			474.00
" 18 "			522.00
" 24 "			574.50
" 30 "			632.50
" 36 "			696.50
" 42 "			767.00
" 48 "			844.50
			930.00

**EXHIBIT 5
ARTICLE IV**

NONCOMMISSION CLASSIFICATIONS AND JOB TITLES

<u>CLASSIFICATION</u>	<u>TITLE</u>
I	Office Assistant
II	Accounting Office Assistant NYPS Composer Publishing Support Assistant Sales Support Assistant Senior Office Assistant Telemarketing Administrator
III	Computer Specialist Directory Production Associate Quality Analyst
IV	Artist Customer Relations Representative
V	Customer Service Specialist Directory Artist

ARTICLE V
HOURS OF WORK

(This Article applies to all employees except
Account Representatives, Senior Account Representatives,
Sales Representatives and Cyber Representatives)

Section 1. **Normal Work Week.** Forty hours consisting of five scheduled tours of eight hours each shall constitute the normal work week; however, if service requirements demand, the forty scheduled hours may be spread over any six days in the calendar week. Tours may fall on any days of the week necessary to meet service requirements.

Section 2. **Normal Tours.**

- a. A tour for full-time employees shall be considered as consisting of two sessions, each of which shall not be less than three hours, nor more than five hours in length, exclusive of overtime periods. When the nature of the employee's assignment requires constant attention at the post of duty, the tour is assumed to be divided into two sessions.
- b. A work day shall be the day on which a tour or session shall start. All time scheduled, assigned, or worked during or contiguous to a tour shall be considered as falling on the day the tour started.

Section 3.

- a. **Full-time Tours.** Full-time tours of work shall be divided into two sessions.
- b. **Part-time Tours.** Part-time tours may be assigned.

- c. **Day Tours.** A day tour shall be one which falls wholly within the period from 6 a.m. to 6 p.m.
- d. **Night Tours.** A night tour shall be one which falls wholly or partially between the hours of 6 p.m. and 6 a.m.
- e. **Sunday Tours.** A Sunday tour shall be one which starts at or after 12 midnight Saturday and before 12 midnight Sunday.

Section 4. **Tour Selection.**

- a. **Assignment of Tours.** Subject to the needs of the business and abilities of the employees involved, employee preference in the assignment of tours shall be taken into account in order of seniority among full-time employees within the affected work group.
- b. **Opportunities for Choice of Tours.** Opportunities for choice of tours will be arranged for a maximum of up to 4-month intervals.
- c. **Additions to Work Group.** If a vacancy occurs on another tour, employees may, on a seniority basis, move from other tours to fill that vacancy before an employee who is newly hired, upgraded, transferred in, reinstated from leave of absence or otherwise added to an affected work group fills the vacancy. This will be effective for only the remainder of the existing tour.
- d. **Exchange of Tours.** If two employees wish to exchange tours on a given day, and both are agreeable to the exchange to convenience one or the other, such a change may be approved at Management's discretion.

Section 5. **Assignment of Nonworking Days.** Assignment of nonworking days shall take into account both the service requirements and the preferences of the employees.

Section 6. **Callout Time.** Employees who report for special duty at the Company's request on a scheduled day off shall be paid at the rate applicable to such work time for a minimum of two hours except that this minimum shall not apply if the special time worked on such duty immediately precedes regular scheduled tours.

Section 7. **Assigned Overtime.** Excluding work on an Authorized Holiday, an employee will not be assigned to work overtime, either on a scheduled day or a nonscheduled day, in excess of ten hours in a calendar week during seven months in a calendar year or in excess of fifteen hours in a calendar week during five months in a calendar year unless the employee consents to such overtime assignment, with the following exceptions:

- a. in case of emergency---such as an event of national, state or local importance, fire, explosion, or other catastrophe, severe weather conditions, equipment failure, operational crisis, or an act of God, etc.;
- b. long term service difficulties;
- c. the employee involved is the "employee on job;" or
- d. the employee is directed or assigned to work on a day not scheduled as a work day, in which case the employee will remain on duty as required during the hours so directed.

The Company shall specify the months, which need not be contiguous, by Department and location, in which the overtime limitations referred to above shall apply.

Section 8. **Relief Periods.** Employees shall be assigned or allowed one fifteen-minute relief period to start not less than one hour from beginning or end of each session when working in Company buildings unless unusual conditions develop.

Section 9. **Extra Payments On Divided Tours.** When an employee works both sessions of a divided tour in which the sessions are separated by three hours or more, the Company will reimburse the employee in the amount of two dollars (\$2.00) per tour for transportation expense.

ARTICLE VI

WORK SCHEDULES

(This Article applies to all employees except
Account Representatives and Senior Account Representatives)

Section 1. Subject to any changes made prior to 12 noon of each Friday, work scheduled for the next calendar week shall be officially posted or furnished by the Company for bargained-for employees to show the scheduled tours the employee is to work that week, the starting and ending time of each of the tours making up his or her scheduled work week, and the length of the period to be allowed for meals. If no change is so posted or furnished prior to the time specified above, the schedule in effect for the employee for the last calendar week assigned to work shall be considered as that employee's work schedule for the next calendar week. Except as to scheduled time when excused with pay, each such employee shall be entitled to work throughout the work schedule applicable to him or her during the next calendar week, provided that the physical condition and conduct of the employee permit such employee to satisfactorily

perform his or her regular work, and a sufficient period of time for adequate rest has elapsed since the employee last worked. The term "regular work" hereinabove shall be deemed to include the work which the supervisor may direct the employee to perform.

Such work schedules may not include more than five eight-hour tours per week for any such employee. In those calendar weeks during which an Authorized Holiday is observed (Monday through Saturday), each such Authorized Holiday shall be included as one of the five eight-hour tours for a full-time employee.

If it is known, prior to the time that the weekly work schedule is officially posted or furnished as provided above, that it will be necessary for an employee to work on Sunday of that scheduled week, Sunday shall be treated as one of the normally scheduled work days as addressed in Section 1, Article V, Hours of Work.

Section 2. Scheduled Tour and Scheduled Hours. A scheduled tour shall be one appearing in a work schedule posted or furnished as provided in Section 1. above. Any time not included within the hours appearing on such schedule shall be considered as outside scheduled hours except that the provisions of Article IV, Basis of Compensation, Section 3.(b) shall apply to part-time employees.

Section 3. Change of SN-Day (Day Off) or Scheduled Hours At Request of Employee. Scheduled tours or any of the hours of such tours may with the approval of the supervisor be changed, if for personal reasons, other than sickness, an employee wishes to shift his or her SN-day (day off) or wishes to change any of the hours of his or her scheduled tour or session, provided service and coverage requirements as determined by Management permit and that such change does not involve the payment of premium overtime to the employee making the request or to any other employees involved. If replacement of

the employee making the request is necessary, it will with the approval of the supervisor, be the responsibility of that employee to arrange an exchange of tours or hours with some other employee having the necessary qualifications. In order to prevent misunderstandings, a form or memorandum shall be signed by the supervisor and the employee or employees involved, acknowledging the fact that the change of tours or hours is made at the employee's request. When scheduled tours or hours are changed at the employee's request, neither the employee making the request nor any other employees involved in the change shall be entitled to any premium overtime pay otherwise applicable for such time worked.

ARTICLE VII
EXCHANGE TIME

(This Article applies to all employees except
Account Representatives and Senior Account Representatives)

Section 1. **Defined.** Exchange Time allows an employee to request time off during a scheduled work day. Granting of Exchange Time will be at Management's discretion. If approved, the employee and Management enter into an agreement reflecting the employee's request and when the time will be made-up during that particular work week.

Section 2. **Implementation and Termination Within Specific Work Groups.** Upon the mutual written agreement of the Company and Union, "Exchange Time" programs may be implemented within specifically designated and defined work groups. Any "Exchange Time" program so implemented within a specific work group may be terminated upon thirty (30) days written notification by either the Company or Union.

Section 3. Priority of Requests.

- a. Exchange Time will be granted on the basis of the earliest request (first come, first served) and must be requested in advance in writing on request forms supplied by the Company and filled out by each employee requesting Exchange Time. Any such request must be approved in writing by the requesting employee's immediate supervisor in order to be considered as granted.
- b. The granting or denial of requests will be decided by Management at its discretion.

Section 4. Treatment of Exchange Time allowed During a Scheduled Work Week.

- a. Exchange Time must be requested and taken in increments of 15 minutes or more. A maximum of four hours of Exchange Time can be granted during any scheduled work week.
- b. Exchange Time allowed during a scheduled work week must be made-up within that scheduled work week. The time must also be made-up in increments of 15 minutes.
- c. Exchange Time that is not made-up during a scheduled work week will be handled in two ways:
 - (1) If the absent time requested would have been excused time, the time not made-up will be excused time.
 - (2) If the absent time requested would have been unexcused time, the time not made-up will be unexcused time.

- d. When it is necessary, due to job requirements or other conditions, a determination of supervisor availability must be made prior to the granting of Exchange Time. In cases where the Exchange Time has already been taken, and due to the needs of the business, the scheduled make-up time cannot be taken as agreed, every attempt will be made by Management to reschedule the make-up time within the work week.
- e. All Exchange Time must occur within two hours prior to the start of the tour and two hours after the tour concludes.
- f. Exchange Time made up in advance must be maintained within the parameters of a work week.

Section 5. Exclusions of Exchange Time.

- a. Incidents of tardiness and/or absence cannot be made-up with Exchange Time.
- b. All Exchange Time outside of regularly scheduled hours will not be considered as overtime worked for any purpose.

ARTICLE VIII
HOLIDAYS

Section 1. **Authorized Holidays.** Ten (10) Authorized Holidays shall be observed as follows:

New Year's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Labor Day	Three (3) Designated Holidays (See Note)

Note: Each employee who could complete six (6) months of service within the calendar year shall be eligible for three (3) Designated Holidays. An eligible employee will designate three (3) days in the same vacation year or three (3) days prior to April 1 of the following calendar year, other than a Saturday, a Sunday, or another Authorized Holiday, for the days to be observed as the employee's Designated Holidays. Unlike other Authorized Holidays, Management cannot require an employee to work on his or her Designated Holidays. When an Authorized Holiday falls on Sunday, it shall be observed on the following Monday.

Section 2. **Holiday Tours.** Holiday tours are those which begin on the Authorized Holiday.

Section 3. **Holiday Pay.**

- a. Insofar as service requirements permit, full-time employees (except absentees) shall be excused from duty without loss of pay on an Authorized Holiday. A part-time employee (except an absentee) shall receive a prorated holiday allowance based on the relationship of the employee's equivalent work week classification to the normal work week of a comparable full-time

employee in the same job title, classification, and work group.

Account Representatives, Sales Representatives, Senior Account Representatives and Cyber Representatives excused on an Authorized Holiday (except absentees) shall be paid in accordance with Article XXVI.

Note: An employee who meets the requirements of Section 3.a. above shall be eligible for a holiday allowance for New Year's Day if he/she is on the actual payroll on the preceding December 31.

- b. Employees, except Account Representatives, Senior Account Representatives, Sales Representatives, Cyber Representatives, and certain part-time employees shown in paragraph c. below, required to work on an Authorized Holiday shall be paid for their work (in addition to their holiday allowance) at the rate of one and one-half times the basic hourly rate for the first eight hours worked and thereafter at the rate of two and one-half times the basic hourly rate for additional hours worked on an Authorized Holiday.

One evening or night differential shall also be paid to employees (except absentees) either excused from working or required to work an evening or night tour on an Authorized Holiday in accordance with Section 5. of the Article IV, Basis of Compensation.

- c. Part-time employees who are required to work on an Authorized Holiday shall be paid for their work (in addition to their holiday allowance) at the equivalent basic hourly rate for a comparable full-time employee working a normal daily tour in the same job title, classification and work group.

Section 4. **Absentee.** An "absentee" for the purpose of this Article is an employee who (a) does not work on the Authorized Holiday and who is absent from assigned work on the scheduled work day next preceding and the scheduled work day next following the Holiday, without being excused by the supervisor prior to such absence, or (b) is absent on the Holiday without being excused by the supervisor prior to such absence.

Section 5. None of the provisions of this Article shall be applicable to any employee whose particular term of employment is to be three weeks or less.

ARTICLE IX VACATIONS

Section 1. **Vacation Eligibility.** Subject to the provisions of Sections 3, 4, 8, and 9, hereof, vacations with pay shall be accrued during the vacation year to each employee, except upon dismissal for misconduct, who shall have completed a period of six months' employment since date of engagement or reengagement, whichever is later, and who has performed work for the Company within the vacation year---as follows:

- a. One week's vacation to any such employee who has completed six months of service;
- b. Two weeks' vacation to any such employee who has completed twelve months of service;
- c. Three weeks' vacation to any such employee who completes seven or more but less than fifteen years of service within the vacation year;

- d. Four weeks' vacation to any such employee who completes fifteen or more but less than twenty-five years of service within the vacation year;
- e. Five weeks' vacation to any such employee who completes twenty-five or more years of service within the vacation year.

***New Hire Eligibility**

Service	Then the Employee is eligible for:
If only the first 6 months of Service is completed in the Calendar Year of Hire	<ul style="list-style-type: none"> • 5 Vacation days beginning on or after the 6 month anniversary date and • 10 Vacation days beginning on or after the one year anniversary date (in the following Calendar Year).
If both the 6 and 12 months of Service are completed in the same Calendar Year	<ul style="list-style-type: none"> • 5 Vacation days beginning on or after the 6 month anniversary date and • 5 additional Vacation days beginning on or after the 12 month anniversary date.

Note A: Where eligibility for a vacation week under either of the first two subparagraphs of this Section first occurs on or after December 1 of a vacation year, such vacation week may be provided in the next vacation year provided it is completed prior to April 1 and completed prior to the start of vacation for such following year.

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.

Section 2. Holiday Falling Within a Vacation Week. When an Authorized Holiday falls in a week during which an employee is absent on vacation, an additional day of vacation with pay shall be provided later, in the same vacation year. When such additional day of vacation is for the Authorized Holiday of Christmas Day, it may also be granted immediately preceding the vacation. Such additional day of vacation will be selected in net credited service order within each vacation group subsequent to the scheduling of full vacation weeks and should be provided to the extent practicable consistent with force requirements and the needs of the business.

Section 3. 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 "accrued" current year vacation days for employees who have completed at least six months of service and who are eligible (as noted in Section 1.a. above) to be paid in lieu of, see the chart below:

Month Employee Leaves Company or (Credited Months)	Annual Eligible Vacation Hours (See eligibility above for number of eligible weeks)				
	5 Days or 1 Week (40 Hours)	10 Days or 2 Weeks (80 Hours)	15 Days or 3 Weeks (120 Hours)	20 Days or 4 Weeks (160 Hours)	25 Days 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 as though it was granted based on the number of years net credited service and not based on the accrual language.

Section 4. Leaves of Absence and Transfers Prior to Vacation. An employee who goes on a leave of absence or is transferred to some other associated company before receiving the 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.

Section 5. 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.

Section 6. Vacation Pay for Full-time Employees. Full-time employees shall be paid for each week of accrued vacation at the basic rates of pay (including any evening or night differentials to the extent normally applicable to the employees' regularly scheduled tours) for the time constituting a full-time work week at the time of their vacations.

Account Representatives, Sales Representatives, Senior Account Representatives and Cyber Representatives shall be paid in accordance with Article XXVI.

Section 7. Vacation Pay for Part-time Employees. Part-time employees who work regularly shall be paid for accrued vacations on the basis of the time which constitutes their normal work week at the time of their vacations at the basic rates of pay (including any evening or night differentials to the extent normally applicable to the employees' regularly scheduled tours).

Section 8. Vacation Scheduling.

- a. Scheduling of vacations for the vacation year shall be in net credited service order within the vacation group and should be provided to the extent practicable consistent with force requirements and the needs of the business.
- b. Insofar as service requirements permit, employees eligible to more than one week of accrued vacation may split their vacations into periods of not less than one week except as provided in c. below. Vacations shall usually start on the first day of the calendar week.
- c. (1) Employees may elect to take one (1) week of vacation (five paid vacation days) on a day-at-a-time basis at the time the vacation schedule is initially assigned. Employees eligible for three (3) weeks of vacation may elect to take two (2) weeks of vacation on a day-at-a-time basis at the time the vacation schedule is initially assigned. Employees eligible for four (4) or more weeks of vacation may elect to take three (3) weeks of vacation on a day-at-a-time basis at the time the vacation schedule is initially assigned. Individual vacation days may be taken in half-day increments. The actual days to

be scheduled on a day-at-a-time, or half-day increment basis, will be assigned subsequently.

Employees engaged or reengaged after the schedule has been posted, and who will become eligible for vacation within the calendar year, may elect to schedule one (1) week of vacation on a day-at-a-time basis, two (2) weeks of vacation on a day-at-a-time basis if eligible for three (3) weeks of vacation or three (3) weeks of vacation on a day-at-a-time basis if eligible for four (4) or more weeks of vacation, at the time of their addition to the group.

- (2) Individual vacation days and days to be taken in half-day increments (exclusive of Sundays and Authorized Holidays) may be provided to employees on the basis of the earliest request without regard to net credited service. If the employee has not received all five (5) days of vacation, or ten (10) or fifteen (15) days of vacation, if applicable, on a day-at-a-time or half-day increments basis, those vacation days or half-day increments remaining will be scheduled and taken during such week(s).
- (3) Individual vacation days or half-day increments will be granted to an employee while on Company duty outside the metropolitan area where the employee is headquartered. In such event, the employee shall be entitled to receive no more compensation, allowances, or expense reimbursement than such employee would receive if located in his or her headquarters metropolitan area.

- d. Vacation schedules (subject to change) shall be posted or furnished once a year prior to January 31 of the vacation year.
- e. As stated in c.(1) above, employees must first express preferences for full weeks of vacation in net credited service order within the vacation group and must also, at the time of expressing such preferences, indicate whether they elect to take one (1) week of vacation on a day-at-a-time basis, or two (2) weeks of vacation on a day-at-a-time basis, if eligible for three (3) weeks of vacation, or three (3) weeks of vacation on a day-at-a-time basis if eligible for four (4) or more weeks of vacation.

In a subsequent interview by Management, also in net credited service order within the vacation group, employees may also select three (3) Designated Holidays, as provided in Article VIII of this Agreement; full day-at-a-time vacation days, as provided in c.(1) above; additional days of vacation, as provided in Section 2 of this Article; and Excused Work Days (whether paid or not paid), as provided in Article X of this Agreement.

Employees who do not select specific days in this subsequent interview and employees who elect to take half-day increments, will be provided such days or half-day increments, force requirements and the needs of the business permitting, on the basis of the earliest request ("first come, first served") to the employees' immediate supervisor.

Except for Management-designated Excused Work Days, for administrative purposes but not for pay purposes, all time off subject to scheduling under this provision shall be treated in the same manner as vacation time.

Section 9.

- a. In the event an employee, in accordance with Section 1. of this Article, is assigned a vacation week which begins during the last week of December of the vacation year, that portion of such vacation week which falls in the next vacation year shall be treated as though it occurred in the vacation year in which the week began for purposes of vacation eligibility.

ARTICLE X
EXCUSED WORK DAYS

Section 1. **Eligibility.**

- a. Each full-time employee who has at least six (6) months of net credited service on the first day of the vacation year shall be eligible for four (4) Excused Work Days with pay and one (1) Excused Work Day without pay during such vacation year. Each full-time employee who has less than six (6) months of service on the first day of the vacation year, or who is hired after the first day of the vacation year, shall be eligible for two (2) Excused Work Days with pay and one (1) Excused Work Day without pay to be scheduled and taken after six (6) months of service is completed. Excused Work Days may be taken in two (2)-hour increments.
- b. Part-time employees who fulfill the service requirements of Section 1.a. above, shall be eligible for Excused Work Days on a pro rata basis, based upon the ratio of any such part-time employee's equivalent work week to the normal work week of a comparable full-time employee.

Note: A "two (2)-hour" increment for employees with shortened tours shall be one-fourth (1/4) of the total number of hours comprising the full-time tour as defined in Article V, Hours of Work, Section 2., Normal Tours.

Section 2. Pay Treatment for Paid Excused Work Day Not Worked. Employees who do not work on their paid Excused Work Day or two (2)-hour increment thereof shall be paid as if for a normal or standard day or two (2)-hour increment worked provided they are on the active payroll of the Company on that Excused Work Day or two (2)-hour increment.

Account Representatives, Sales Representatives, Senior Account Representatives and Cyber Representatives shall be paid in accordance with Article XXVI.

If, before receiving the paid Excused Work Day(s) or two (2)-hour increments thereof to which he or she has become entitled, an employee is dismissed (except for reason of misconduct), laid off, resigned, or retired, such employee shall be entitled to an allowance in cash equal to and in lieu of such paid Excused Work Day(s) or two (2)-hour increments thereof.

If an employee dies before receiving his or her paid Excused Work Day(s) or two (2)-hour increments thereof, payment in lieu of shall be made for any such days or two (2)-hour increments to the employee's estate.

Section 3. Excused Work Day Designated by the Company. 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 provided they are on the active payroll of the Company on the designated Excused Work Day.

Section 4. **Selection.** Employee choice of Excused Work Days (including the unpaid Excused Work Day, if desired) will be in seniority order within each vacation group, and will be granted to the extent practicable consistent with force requirements and the needs of the business. Such selection will be subsequent to the scheduling of full vacation weeks. Excused Work Days not scheduled at the time and Excused Work Days to be taken in two (2)-hour increments will be selected subsequently, on the basis of the earliest request to the employee's supervisor. The period during which these Excused Work Days may be scheduled shall extend through March 31st of the following calendar year.

Section 5. **Employees Absent for Other Reasons on Their Paid Excused Work Days.** Employees who are on vacation or absent with pay on their paid Excused Work Day or two (2)-hour increment thereof for reasons other than having observed it as an Excused Work Day or two (2)-hour increment thereof shall have their paid Excused Work Day or two (2)-hour increment thereof rescheduled if a vacation day would have been rescheduled under the same circumstances.

Section 6. **Employees Who Agree to Work on Their Paid Excused Work Days.** If employees agree to work on their paid Excused Work Day or two (2)-hour increment thereof and the Company determines that the day or two (2)-hour increment cannot be rescheduled, they shall be paid as applicable in accordance with the following:

- a. Employees who agree to work before the work schedule becomes fixed shall receive one day's pay or two (2)-hours' pay in lieu of their Excused Work Day or two (2)-

hour increment thereof and shall in addition be paid in accordance with the provisions of this Agreement covering work on a scheduled day of work.

- b. Employees who agree to work after the work schedule becomes fixed shall receive one day's pay or two (2)-hours' pay in lieu of their Excused Work Day or two (2)-hour increment thereof and shall in addition be paid in accordance with the provisions of this Agreement covering work on a nonscheduled day.
- c. Time worked by an employee on his or her Excused Work Day or two (2)-hour increment thereof shall be considered time worked on a regular scheduled day of work for all purposes, except as is otherwise expressly provided in this Article.

Section 7. All employees will be given three (3) Special Christmas Days paid at salary for the years 2011 and 2012. The Company will designate one (1) EWP or one (1) vacation day, provided the employee requests the change to vacation day prior to applicable date, within the years of 2011 and 2012. For the years 2011 and 2012, the Company will be closed the week between the Christmas and New Year holidays.

ARTICLE XI

ABSENCES FROM DUTY

Section 1. Leaves of Absence.

- a. Insofar as the requirements of the business permit, leaves of absence without pay will be granted upon request for good cause and for reasonable lengths of time. The intention of the employee with respect to return to work shall be established in writing between the

employee and the Company at the time the leave is granted and a copy shall be furnished the employee at the time the leave is granted.

- b. Leave of absence procedures for Union representatives on Union business as established by the current Agreement of General Application between the Union and the Company shall be applicable to such employees in the Bargaining Unit.

Section 2. Military Training Duty and Emergency Duty.

- a. The provisions of this Section apply only to regular employees (and to temporary employees having one or more years of continuous service since date of engagement or reengagement, whichever is later) who are members of the National Guard, Air National Guard, Army Reserve, Air Force Reserve, Naval Reserve, Marine Corps Reserve, or Coast Guard Reserve.
- b. An employee called (1) for training duty in any organization listed in a., or (2) for emergency duty in the National Guard or Air National Guard, if such duty requires absence during hours in which he or she otherwise would be on scheduled Company duty, shall be excused or granted a leave of absence for such cause for a period or periods not exceeding in the aggregate fifteen (15) calendar days in the same calendar year.
- c. If absence on such leave is continuous, difference in pay shall be allowed for not exceeding the first eleven (11) scheduled work days falling within the period of the excused absence. If the absence is not continuous, difference in pay shall be allowed for the number of scheduled work days falling within the periods of

excused absence, but not to exceed the first eleven (11) such days within the calendar year. Time absent for training duty under b. (1) and time absent for emergency duty under b. (2) shall be treated separately with no effect of one upon the other as to eligibility for pay treatment.

- d. The term "difference in pay," as used in c. for hours absent on a scheduled work day means the excess, if any, of Company pay at the employee's basic hourly rate for such absent time (plus any evening or night differentials, to the extent normally applicable) over the hourly equivalent of the employee's government pay obtained by dividing the monthly government pay rate by 240. "Company pay" of an Account Representative, Sales Representative, Senior Account Representative and Cyber Representative will be computed as set forth in Article XXVI. For this purpose, government pay shall be the monthly rate of compensation including basic pay, and, where quarters allowances are received because of dependents, the excess, if any, of such allowances established for members of the armed forces with dependents over those established for members of the armed forces of equal rank without dependents.

Section 3. Jury, Witness, Voting, and Election Duty. Employees (other than Account Representatives, Sales Representatives, Senior Account Representatives and Cyber Representatives who shall be allowed pay in accordance with Article XXVI) shall be allowed pay for necessary scheduled time absent due to jury, witness, or election duty. Payment for such absent time shall consist of basic pay and any extra payments for evening or night work which would otherwise have been received had the regular scheduled tour been worked. Subject to the provisions of any applicable State or Federal law, any employee entitled to vote shall be excused from Company duty

on election day for the necessary time required to vote without deduction in pay for such absence.

Section 4. Funerals.

- a. In accordance with paragraphs (1), (2) and (3) below, employees shall be allowed pay for absence from scheduled time because of death in their immediate family. Payment for such absent time shall consist of basic pay and any extra payments for evening or night work which would otherwise have been received had the regular scheduled tour been worked. The term "immediate family" is defined as consisting of wife, husband, daughter, son, daughter-in-law, son-in-law, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandmother, great-grandmother, grandfather, great-grandfather, grandson, great-grandson, granddaughter, great-granddaughter, stepmother, stepfather, stepson, stepdaughter, parent of employee's dependent child, legally recognized partner, or any other relative living in the same household as the employee. In addition, an employee's "close relatives" will be defined as aunt, uncle, niece and nephew. (Account Representatives, Sales Representatives, Senior Account Representatives and Cyber Representatives shall be paid in accordance with Article XXVI.)
- (1) In the event of a death in the immediate family as noted in paragraph a. above, an employee will be allowed pay for absence from scheduled time, from the day of death through the day of the funeral, not to exceed three (3) days.
 - (2) In the event of a death in the close family as noted in paragraph a. above, an employee will be

allowed pay for one (1) day for the day of the funeral service. In cases where long distances are involved, paid funeral leave of no more than two (2) days, one of which must be the day of the funeral service, may be granted.

- (3) In the event of death of an employee's wife, husband, daughter, son, mother, father, or legally recognized partner, an employee shall, upon the employee's request, be excused from scheduled time up to an additional five (5) days. Paid individual days may be substituted for these excused days at the employee's option.

Section 5. Illness.

- a. Payment shall be made to employees having one or more years of Net Credited Service for absence due to illness on scheduled work days, in accordance with the following table:

<u>Employees with Net Credited Service of</u>	<u>To Be Paid After Waiting Periods of Consecutive Scheduled Working Days</u>
1 year but less than 5	Of 2 days
5 years but less than 8	Of 1 day
8 years and over	No waiting period

- b. No payment will be made for any part of the waiting period set out above.
- c. A day in the waiting period shall be considered as an absence of eight hours from scheduled time on one day or on two consecutive scheduled work days. If, on the scheduled work day on which the absence begins, the

absence is not a full day of absence but is as much as one full session, the waiting period shall include that session whether it be the first or second session of that day's tour. During subsequent days, absence must be continuous.

- d. No payment hereunder shall be due for any time absent beyond a period of seven consecutive calendar days beginning with the day on which the employee is absent during a full scheduled tour of duty.
- e. For purposes of this Article, tours are the assignments for full days and sessions are the two parts into which tours are divided.
- f. Payment made for absent time (other than for Account Representatives, Senior Account Representatives, Sales Representatives and Cyber Representatives) shall consist of basic rates and any extra payments for evening or night work which would otherwise have been received had the regular scheduled tour been worked.
- g. For Account Representatives, Sales Representatives, Senior Account Representatives and Cyber Representatives, payments made for absent time shall be in accordance with Article XXVI.

Section 6. **Quarantine.** An employee having two or more years of Net Credited Service shall be allowed pay in accordance with the provisions of Section 5. of this Article for absence from scheduled time determined by the Company to be necessary because of quarantine.

Section 7. **Military Leaves of Absence for Account Representatives, Senior Account Representatives, Sales Representatives and Cyber Representatives (Active Duty).**

Leaves of Absence for Account Representatives, Senior Account Representatives, Sales Representatives and Cyber Representatives who enter active duty in the armed forces of the United States shall be subject to the provisions of any agreement applicable to these employees, and where under any such agreement it becomes necessary to compute the "Company pay" of Account Representatives, Sales Representatives, Senior Account Representatives and Cyber Representatives, such pay shall be determined in accordance with Article XXVI.

ARTICLE XII
SENIORITY

(This Article applies to all employees except
Account Representatives, Senior Account Representatives,
Sales Representatives and Cyber Representatives)

Section 1. Length of service (Net Credited Service as determined by the pension plan administrator) shall be taken into account in the treatment of employees insofar as the conditions of the business and the abilities of the employees permit.

ARTICLE XIII
JOB VACANCY

Section 1. **Job Vacancy Requests.**

- a. An employee may request a change in his/her present job title and/or location by submitting a written request for transfer through his/her immediate supervisor on a Company-provided job vacancy request form. All such requests shall be deemed to be employee-initiated.
- b. No employee may have more than five (5) valid requests on file at the same time. An additional job vacancy

request may be submitted if the employee is in a work group declared "surplus".

- c. An employee who is offered an opportunity to fill a vacancy, as defined in Section 3.a. below, shall notify the Company of his/her acceptance within two (2) business days of the offer when no relocation is involved, or within three (3) business days of the offer if a relocation is involved. Failure to so notify shall constitute the employee's rejection of the offer and the job vacancy request for the job title(s), wage classification and/or location rejected shall be cancelled. An employee shall not be permitted to submit a new job vacancy request for the same job title(s), wage classification or same location for six (6) months following the date of rejection.

Section 2. Time-In-Title and Location.

An employee shall not be eligible for transfer to any other job title or location until such employee has completed the time-in-title and location requirements in the respective job title or classification as set forth below. Time-in-title and location requirements may be waived when required by the conditions of the business or for personal reasons affecting the employee.

		<u>Time-In-</u>	
		<u>Title</u>	<u>Location</u>
(1)	Wage Classifications I.	6 months	6 months
(2)	Wage Classifications II and III.	12 months	12 months
(3)	New hires in job titles included in (1) and (2) above.	12 months	12 months
(4)	Wage Classifications IV and V, Account Representatives, Sales Representatives and Cyber Representatives.	24 months	12 months
(5)	Senior Account Representatives.	36 months	36 months

Section 3. Vacancy.

- a. For purposes of this Article, a vacancy shall be deemed to exist when (1) Management determines that a permanent addition to the work force is required; or (2) a position is vacated on a permanent basis and Management determines that such position will not be filled under Section 3.b.
- b. No vacancy shall be deemed to exist when Management determines that a position is to be filled:
 - (1) on a temporary basis;
 - (2) by an employee returning from a leave of absence, including military leaves of absence, to the same, equivalent or lower level job;
 - (3) by the employee initially displaced by the return of an employee from military leave of absence;

- (4) by an employee returning from a special Company training program;
 - (5) by an employee returning from disability absence;
 - (6) by reemployment of a laid-off employee;
 - (7) by Company-initiated laterals or downgrades for force rearrangements within the metropolitan area;
or
 - (8) by Company-initiated laterals or downgrades for force adjustments that involve surplus conditions;
or
 - (9) by Company-initiated upgrades for force adjustments that involved surplus conditions and the employee initially displaced is protected under the Reassignment Pay Protection Program.
- c. (1) The Company shall, bimonthly, publish and make available to employees, a list of anticipated vacancies for the following three (3) month period. A copy shall be provided to the Union.
- (2) The list of anticipated vacancies shall be by title, organization segment if appropriate, and metropolitan area. The following job titles and classification shall be excluded from the list:

Wage Classification I

Section 4. **Order of Consideration.**

- a. When the Company determines that a vacancy, as defined in Section 3.a., shall be filled from valid job vacancy requests on file, those requests shall be considered in the following order or priority:
 - (1) within the State,
 - (2) within the Company.

Note 1: The Kansas City, Missouri/Kansas City, Kansas metropolitan area shall be considered as being within the states of Kansas and Missouri.

Note 2: The Springfield, Missouri area shall be considered as being within the states of Missouri and Oklahoma.

Section 5. **Selection.**

- a. When a vacancy shall be filled in accordance with Section 4. above, the selection of an employee shall be on the basis of length of service (NCS) when demonstrated abilities are substantially equal and the service requirements permit.
- b. Within fourteen (14) calendar days of such selection, the Company shall advise the Union of the name, title, NCS date, and location of the individual accepting the job, together with the effective date of the transfer. The Company shall also provide the Union a list of all senior employees whose job vacancy requests were considered by the Company, but who were not offered the job.

Section 6. Employee Retreats.

- a. An employee who has accepted a transfer involving a change in title under this Article, may elect to retreat to the former job, or an equivalent job if the former job is not available, within 120 calendar days following the effective date of transfer. Where the transfer involves four (4) or more weeks of formal classroom training, the release date shall be at Management's discretion. Upon the receipt of the employee's request to retreat, Management will change the employee's title to that of the position to which he/she is retreating. Should the release date extend beyond fourteen (14) or more calendar days, and the title change is to a downgraded position, the provisions of Article XV, Temporary Work in Higher Positions, will be applicable.
- b. An employee who retreats shall thereafter be required to remain in the title and location for the applicable period of time, as provided in Section 2. above.

Section 7. Other.

- a. Time-in-title and location requirements shall not apply with respect to any Company-initiated move.
- b. Notwithstanding any other provision, the Company shall retain the right to make placements for the purpose of placing an employee when justified by personal reasons affecting the employee.
- c. Notwithstanding any other provision, the Company shall retain the right to fill a vacancy with any individual in a manner other than as provided in Section 4. above, for the purpose of:

- (1) employing qualifying handicapped individuals;
- (2) complying with affirmative action requirements;
- (3) complying with requirements of the law; or
- (4) satisfying the demands of the job.

ARTICLE XIV
PROMOTIONAL PAY TREATMENT

Section 1. Each employee promoted from one job in the Bargaining Unit to another job in the Bargaining Unit with a stated wage progression schedule and having a higher-established top rate of pay whether into or within job categories, shall have his or her rate of pay in the higher-rated job determined as follows:

- a. Upgrades within a job category shall be at full wage experience credit or Net Credited Service, as determined by the pension plan administrator, if its use is more favorable to the employee.
- b. When such upgrade results in a change from one job category to another the employee shall be placed on the step of the new wage schedule as determined by allowing the employee full wage experience credit, both in progression and at maximum, on the old wage schedule or Net Credited Service, as determined by the pension plan administrator if its use is more favorable to the employee but not to exceed the number of months step down from maximum on the new schedule as listed in Section 4.

Note: An employee who had previously been at the maximum step of the new Wage Schedule during the three (3) year period immediately preceding the upgrade, and who had been subsequently assigned to a position with a lower wage rate as a result of a surplus situation, shall not be subject to any step down.

- c. Except for movement into Job Category I, when the step down from maximum produces a wage rate below the employee's current wage rate, the new rate should then be determined by placing the employee on the next step rate in the schedule for the new job which produces a rate above the employee's current wage rate.
- d. Movement into Job Category I will result in a twelve (12) month step down rate.

Section 2. Resultant rates following upgrading shall in no case exceed the top rate for the job to which upgraded.

Section 3. Progression following upgrading shall be in accordance with the appropriate provisions in Exhibit 5 applicable to the job titles included in job classifications therein.

Section 4. The following table establishes the number of months step down from maximum referred to in Section 1.b.:

	<u>Upgraded to Job Titles and Categories</u>	<u>No. of Months Step Down From Top Rate</u>
I.	Account Representative Cyber Representative Sales Representative Senior Account Representative	12

II.	Customer Relations Representative Customer Service Specialist	12

III.	Accounting Office Assistant Artist Computer Specialist Directory Production Associate NYPS Composer Publishing Support Assistant Quality Analyst Sales Support Assistant Senior Office Assistant Telemarketing Administrator	6

IV.	Office Assistant	0

ARTICLE XV

TEMPORARY WORK IN HIGHER POSITIONS

Section 1. Temporary Upgrade For Noncommission Employees.

- a. A temporary upgrade for purposes of this Section shall mean a temporary change in assignment of a

noncommission employee to another noncommission position with a higher established maximum rate of pay either to fill an absent employee's assignment or to fill a temporary assignment.

- b. Employees shall be selected on the basis of length of service when qualifications of the employees are substantially equal and the conditions of the business permit.
- c. When the Company determines that it is necessary to temporarily upgrade a noncommission employee and such upgrade is for a period of fourteen (14) or more consecutive calendar days, the following wage treatment shall apply:

For the period of the temporary assignment the selected employee shall be upgraded to the higher job classification with change of title and promotional pay treatment as provided for in Article XIV, Promotional Pay Treatment, of the 2009 Departmental Agreement.

- d. Employees who are temporarily upgraded under this Section shall be returned to their regular classification and rate of pay when Management determines the temporary assignment is no longer required.

Section 2. Bilingual Differential.

- a. A bilingual differential consisting of twenty-five (25) dollars per week payable at one-fifth (1/5th) per day for each full tour worked when being assigned to speak and/or translate in a foreign language is the preponderance of his/her duties. This applies to employees that are identified by the Company.

- b. A bilingual differential consisting of twenty-five (25) dollars per week payable at one-fortieth (1/40th) per hour to any employee referenced in paragraph a. above, for each hour worked when being assigned to speak and/or translate in a foreign language is less than the preponderance of his/her duties.

Section 3. All Other Temporary Work in a Higher Position.

- a. A qualified employee not otherwise covered by the provisions of Section 1. above, who is temporarily scheduled or assigned and does work in a position with a higher established maximum rate of pay throughout a period of two or more full tours in a work week, except for the purposes of training, shall receive for each full tour worked in such position a Classification Differential equal to one-fifth of the amount of the weekly wage progression increase to which the employee would at the time be entitled if the employee were actually changed to the higher applicable classification at the employee's regular location.
- b. Employees receiving the Classification Differential described in Section 2.a., above shall be returned to their regular rate of pay when Management determines the temporary assignment is no longer required.

Section 4. Nothing herein shall be construed as requiring the Company to make replacements of absent employees.

ARTICLE XVI

TRAVEL

(This Article applies to all employees except
Account Representatives and Senior Account Representatives)

Section 1. **General.**

- a. **Regular Place of Reporting** is defined as the place an employee normally reports to duty and is released from duty.
- b. Management shall determine and designate the Regular Place of Reporting.
- c. Time spent traveling during an employee's normal working hours will be treated as work time and will be considered work time for overtime compensation to the extent required by law.
- d. Time spent traveling outside the employee's normal working hours will be treated as travel time and paid at the employee's basic hourly rate. Travel time will be defined as public conveyance time plus two hours. If the employee elects to use their personal car, travel time will be based on the number of hours which would have been counted had the employee traveled by public transportation, or the number of hours actually spent traveling by personal car, whichever is less. Travel time occurring outside the employee's normal working hours will not be considered work time for overtime compensation.
- e. There shall be no duplication of payments under the provisions of this Article.

Section 2. **Same Day Temporary Assignment Travel.**

a. **Travel to Temporary Assignment Within the Same City as the Regular Place of Reporting.**

- (1) When an employee, as directed by the Company, reports to duty at a place other than the employee's Regular Place of Reporting, the employee will be compensated at the rate of thirty (30) cents per mile for the distance from the employee's residence to the location of the temporary assignment or from the employee's Regular Place of Reporting to the location of the temporary assignment, whichever is less.
- (2) Transportation to and from the temporary assignment location will be the responsibility of the employee.
- (3) Parking, if incurred, at the location of the temporary assignment, may not exceed \$9.00 daily.

b. **Travel to Temporary Assignment Outside the City of the Regular Place of Reporting.**

- (1) When an employee, as directed by the Company, reports to duty at a place outside the city of the Regular Place of Reporting, transportation will be by means approved by the Company. If an employee uses their personal car in lieu of public transportation, the employee will be reimbursed for mileage from the employee's residence to the location of temporary assignment or from the Regular Place of Reporting to the location of the temporary assignment, whichever is less, not to

exceed the lowest available public transportation rate. The rate of reimbursement to employees for authorized use of a personal vehicle on Company business is forty-one (41) cents per odometer mile. Effective January 1, 2010, the rate will be increased to forty-two (42) cents per odometer mile; effective January 1, 2011, the rate will be increased to forty-three (43) cents per odometer mile; effective January 1, 2012, the rate will be increased to forty-four (44) cents per odometer mile; effective January 1, 2013, the rate will be increased to forty-five (45) cents per odometer mile. However, in no case will the rate of reimbursement exceed the IRS allowable reimbursement rate.

(2) In the event the employee elects to use public transportation approved by the Company, the employee will be reimbursed as follows:

(a) Local transportation between the employee's residence and the home city's public transportation terminal or from the Regular Place of Reporting to the home city's public transportation terminal, whichever is less, at the rate of fifty (50) cents per mile.

If the employee elects to use their personal car in lieu of local transportation, the employee will be reimbursed as in (1) above.

(b) Transportation from the home city's public transportation terminal to the city of the temporary assignment's public transportation terminal.

- (c) Local transportation between the distant city's public transportation terminal and the location of the temporary assignment.
- (d) Parking at the home city's public transportation terminal in the designated "Long Term Parking Facility" not to exceed \$12.00 per day. The Company may designate what is to be considered the "Long Term Parking Facility" so long as there is shuttle service to the public transportation terminal and reasonable security for parked vehicles.

Section 3. Overnight Temporary Assignment.

a. Per Diem Allowance.

- (1) Any employee who is required to travel away from home overnight shall be paid a Per Diem allowance as follows:

<u>Departure To</u> <u>Temporary Location</u>	<u>Arrival At</u> <u>Home Location</u>
12 a.m. - 6:59 a.m. \$30.00	12 a.m. - 10:59 a.m. \$6.50
7 a.m. - 5:00 p.m. \$20.00	11 a.m. - 4:59 p.m. \$14.00
5:01 p.m. - 11:59 p.m. \$15.50	5 p.m. - 11:59 p.m. \$30.00

NOTE: Departure Time is that time when the employee is reasonably expected to begin traveling to the Overnight Temporary Assignment. Arrival Time is that time the employee would reasonably be expected to arrive at the home work location.

This daily allowance will be reduced when the Company provides meals.

- (2) This allowance is to cover all expenses of the employee for the duration of the temporary assignment except for the cost of:
 - (a) lodging;
 - (b) round-trip intercity public transportation;
 - (c) local transportation between the employee's residence and the home city's public transportation terminal or from the Regular Place of Reporting to the home city's public transportation terminal, whichever is less, to be reimbursed at the rate of fifty (50) cents per mile;
 - (d) local transportation expense between the distant city's public transportation terminal and the designated place of lodging;
 - (e) local transportation expense, if required and transportation is not otherwise provided, between the designated place of lodging and the location of the temporary assignment; and
 - (f) parking at the home city's public transportation terminal in the designated "Long Term Parking Facility" not to exceed \$12.00 per day, beginning with the day that the employee travels to the temporary location and ending with the day the employee returns to the home location. The

Company may designate what is to be considered the "Long Term Parking Facility" so long as there is shuttle service to the public transportation terminal and reasonable security for parked vehicles.

- b. If an employee is offered public transportation but requests and receives permission from the Company to drive their personal car, the employee will be reimbursed for mileage not to exceed the round-trip intercity public transportation fare which otherwise would have been furnished by the Company. The rate of reimbursement to the employees for authorized use of a personal vehicle on Company business is forty-one (41) cents per odometer mile. Effective January 1, 2010, the rate will be increased to forty-two (42) cents per odometer mile; effective January 1, 2011, the rate will be increased to forty-three (43) cents per odometer mile; effective January 1, 2012, the rate will be increased to forty-four (44) cents per odometer mile; effective January 1, 2013, the rate will be increased to forty-five (45) cents per odometer mile. However, in no case will the rate of reimbursement exceed the IRS allowable reimbursement rate.

- c. When an employee has been temporarily assigned and such assignment requires that the employee remain away from home overnight for a continuous period of four (4) weeks or more, the employee may elect to return to the Regular Place of Reporting on weekends in accordance with the following:

<u>Length of Assignment</u>	<u>Trip Home</u>
4 to 6 weeks	One
7 weeks or more	Two

The Company will reimburse the employee for the cost of the round-trip transportation and local transportation as described in Section 3.a.(2)(c), (d), (e), or (4) only if the employee makes the trip.

ARTICLE XVII

FORCE ADJUSTMENT

Section 1. **General.** The purpose of this Article is to provide the method of effecting significant force adjustment through layoffs, part-timing, lateral transfers, downgrades, or a combination thereof, when necessary to reduce the number of employees in a particular Work Group(s). The Company shall decide the necessity for and shall determine the extent of force adjustment. Changes in employee job titles in the normal course of operations of the business, either at the employee's request or as a Management-initiated action, shall not constitute force adjustment as contemplated by this Article.

The provisions contained herein shall not preclude mutually agreed Union/Management modifications to accommodate special surplus conditions. Any such modifications will apply on a one-time basis only and will not serve as precedent for any future force surplus procedures.

Section 2. **Work Groups(s).** The Vice President of the Union shall be notified in writing by the Company sixty (60) calendar days prior to any force adjustment procedures defined in Section 1. The determination of the geographical extent of Work

Group(s) which will be affected by the force adjustment, and the occupational job title(s) to be included within such Work Group(s), shall be matters for negotiations between the Union and the Company. In the event the Company and the Union are unable to reach an agreement during this 60-calendar-day period, the determination of Work Group(s) and the occupational job title(s) to be included within such Work Group(s) shall be determined by the Company. Nothing contained in this Section shall be subject to the grievance and arbitration procedure or the provisions of Article II of the 2009 Agreement of General Application.

Section 3. **Definitions.** Seniority shall be the Net Credited Service as determined by the pension plan administrator. A lateral transfer is a change to another place of reporting with the same job title or to another job title with the same established maximum rate of pay. A downgrade is a change to a job title with a lower established maximum rate of pay. The maximum rate of pay is the highest wage rate for a job title.

Section 4. **Reduction of Employees in Work Group(s) Before Layoffs are Necessary.**

- a. Whenever the Company determines it is necessary to reduce the number of employees in a particular Work Group, determined in Section 2. above, the following procedures shall govern:
 - (1) Lateral transfers will first be offered in the same metropolitan area to qualified employees in order of the employee's seniority and until such time as the Company determines there is no longer a need to reduce the number of employees in the affected Work Group.

(2) In the event the Company determines there continues to be a need to reduce the number of employees after offering lateral transfers, as described in (1) above, the following procedures shall apply in the order listed below:

- Qualified employees within the affected work group will be offered downgrades to available jobs in the same metropolitan area.
- Qualified employees within the affected work group will be offered lateral transfers to available jobs in other metropolitan areas, to the extent that laterals within the same metropolitan area are not available.
- Qualified employees within the affected work group will be offered downgrades to available jobs in other metropolitan areas, to the extent that laterals and downgrades within the same metropolitan area are not available.
- Eligible employees will be offered the Supplemental Income Protection Program under the terms and conditions of Article IX of the 2009 Agreement of General Application.

- b. Employees who accept or receive lateral transfers or downgrades in accordance with a. above are not guaranteed a return to the previous job title and/or location.
- c. Employees who accept or receive lateral transfers or downgrades under this Section and who are required to relocate their residence as a result thereof shall be

reimbursed by the Company for reasonable moving expenses incurred.

- d. Employees who are required to relocate under this Section, and who have maintained satisfactory job performance, shall have a preferential right of return to their former location and job title for a period of two (2) years from the effective date of the job change. It shall be the responsibility of the employee to notify the employment office of his/her desire to return to the former location.
- e. Wage progression increases for employees who accept or receive jobs in accordance with a. above shall be based on the wage progression schedule applicable to the new job classification, and the progression on that schedule shall be determined by the employee's wage length of service as follows:
 - (1) If employees are assigned to vacancies where the current rate of pay of the employee's regular job is below the rate for the appropriate wage step under the new schedule, the employee's rate of pay shall be raised to the applicable rate.
 - (2) 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 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. 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:

Less Than 10 Years

Weeks 1 Through 4 - No Reduction
Weeks 5 Through 8 - 1/3 Reduction
Weeks 9 Through 12 - 2/3 Reduction
Weeks 13 & Thereafter- Full Reduction

10 But Less Than 15 Years

Weeks 1 Through 30 - No Reduction
Weeks 31 Through 34 - 1/3 Reduction
Weeks 35 Through 38 - 2/3 Reduction
Weeks 39 & Thereafter- Full Reduction

15 Years And Over

Other Than Technological Change

Weeks 1 Through 56 - No Reduction
Weeks 57 Through 60 - 1/3 Reduction
Weeks 61 Through 64 - 2/3 Reduction
Weeks 65 & Thereafter- Full Reduction

15 Years And Over

Technological Change

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 (defined as changes in equipment or methods of operation) for a period of thirty-six (36) months following the effective date of such downgrade. Thereafter the following schedule in reduction shall apply:

Weeks 1 Through 4 - No Reduction
Weeks 5 Through 8 - 1/3 Reduction
Weeks 9 Through 12 - 2/3 Reduction
Weeks 13 & Thereafter- Full Reduction

An employee 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 between the parties 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 his or her downgrade.

- f. Nothing in this Section shall apply to employees engaged or reengaged as occasional and temporary employees.

Section 5. Reduction of Employees in Work Group(s) Where Layoffs are Necessary. This Section shall apply whenever the Company determines that layoffs will be necessary to reduce the number of employees in a particular Work Group as defined in Section 2. above after procedures in Section 4. have been followed.

- a. Occasional employees and temporary employees shall be laid off first in order of inverse seniority.
- b. Part-timing may mutually be considered as a substitute for any part of the layoff procedure.
- c. If, after making the layoffs outlined in a. above, additional reductions in the force are necessary, such reductions shall be made in order of inverse seniority. In sales titles, prior to going in order of inverse seniority, the

Company may offer termination pay as calculated under Article XVIII on a voluntary basis to any commissioned employee in the impacted work group that is on a Performance Improvement Plan (PIP) step or in the fourth quartile based on net increase percentage.

- d. If an employee with over ten (10) years of service is to be laid off under c. above, the employee may elect, provided the employee is physically qualified, to accept a lateral transfer or a downgrade to a previously held job title in the same metropolitan area occupied at that time by another employee with less seniority.
- e. Employees who are laid off under this section may elect to receive termination allowance in accordance with Article XVIII, Employment Terminations.

Section 6. **Reemployment.** If additional employees are needed in a Work Group affected by layoffs, as provided for in Section 5. above, the Company shall proceed as follows before hiring new employees:

- a. Former regular employees shall be offered reemployment at their prior job titles in the metropolitan area affected by the layoffs and in the inverse order in which such employees were laid off, provided:
 - (1) The employee's layoff has not exceeded two (2) years.
 - (2) The employee is physically able and equipped by training and experience to perform the duties of the work available. If a sales employee was in the bottom Quartile when laid off, they will return as a probationary employee for one (1) year.

- b. Former regular employees shall be allowed to test for any job title within the same wage classification in the metropolitan area affected by the layoffs and in the inverse order in which such employees were laid off, provided:
 - (1) The employee's layoff has not exceeded two (2) years.
 - (2) The employee meets the position's qualification requirements, test qualifies and is physically able to perform the duties of the position. If a sales employee was in the bottom Quartile when laid off, they will return as a probationary employee for one (1) year.
- c. Failure on the part of any former employee to notify the Company that its offer of employment is accepted within seven (7) calendar days and to report for duty within fifteen (15) calendar days from the date of such offer shall constitute a rejection of the offer.
- d. It shall be the responsibility of former employees who desire to be considered for reemployment under this Section to notify the Company at the employment office of their desire for reemployment and to keep the Company currently informed of their current address.

Section 7. Layoffs to be Considered Temporary.

- a. If an employee who is laid off on account of reduction of force is reemployed within two (2) years from and after the date of the layoff, the period of the layoff shall be considered as temporary in any case where such employee is reengaged (a) as a regular employee, or (b)

as a temporary employee if subsequently reclassified as a regular employee without interruption in service.

- b. The employee's wage length of service, whether reengaged as a regular or temporary employee, shall be the same as at the time of the temporary layoff; provided, however, if the employee was formerly at maximum and is reengaged in a job title which has a higher top rate of pay than the employee's former job and in a different job category, as described in Article XIV, then the provisions of that Article, Promotional Pay Treatment, shall be applicable.

ARTICLE XVIII **EMPLOYMENT TERMINATIONS**

Section 1. **Eligibility.** A regular employee shall receive a termination allowance as provided for in Section 3. of this Article when such employee is terminated for one of the following reasons:

- a. Laid off after having been declared surplus pursuant to Article XVII, Force Adjustment;
- b. Terminated after a leave of absence when no work is available in the metropolitan area, provided there was every reasonable expectancy at the time the leave was granted that the employee would return to work and the employee is willing and able to do so;
- c. Dismissed, except for reasons of misconduct, after having ten or more years of Net Credited Service;

Note: An employee terminated for any other reason, such as retirement on service pension*, death, transfer or resignation**, shall not receive a termination allowance.

* An employee terminated as provided in Section 1.a., b., or c. above, will receive an appropriate Termination Allowance under this Article regardless of his/her service pension eligibility.

** "Resignation" includes the situation of an employee, who refuses a lateral or downgrade assignment within the metropolitan area as defined in Article XVII, Force Adjustment, and who is subsequently terminated.

Section 2. **Technological Displacement.** 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 title in a work location which will necessitate reassignments of employees to different job titles involving a reduction in pay or to locations requiring a change in 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, any employee:

- a. who is in the affected job title and work location; and
- b. who is not eligible for a service pension,

may elect not to accept such reassignment to a job title involving a reduction in pay or to a location requiring a change in residence and shall be terminated and paid a termination allowance. Any such employee who refuses to accept a transfer to a job title having the same or greater rate of pay and which does not require a change in residence shall not be paid a termination allowance.

Employees eligible for a termination allowance under the terms of this provision alternatively may elect to participate in the Voluntary Income Protection Program (VIPPP) providing they meet the eligibility requirements of that program.

Section 3. **Amount of Termination Allowance.** Any termination allowance payable under this Article shall be computed as follows:

- 1 week's pay for each completed year of Net Credited Service up to and including 5 years; plus
- 2 weeks' pay for each completed year of Net Credited Service from 6 years to 10 years, both inclusive; plus
- 3 weeks' pay for each completed year of Net Credited Service from 11 years to 13 years, both inclusive; plus
- 4 weeks' pay for each completed year of Net Credited Service beyond 13 years.

Section 4. **Reengaged or Rehired Employees.** Payment of termination allowance to employees who have been reengaged or rehired is subject to the following conditions:

- a. An employee reengaged and again laid off after having former service credited will be paid the difference between the amount computed under a termination allowance plan and any previous payment such employee may have received on account of a previous layoff.
- b. If an employee who has received a termination allowance is rehired and the number of weeks since the date of layoff is less than the number of weeks upon

which the allowance was based, the amount paid to that employee for the excess number of weeks shall be considered as an advance and repayment will be made through payroll deduction in the amount of 10% of the weekly wage until the amount is fully paid.

Section 5. **Week's Pay.** A week's pay for the purpose of these computations (other than for Account Representatives, Senior Account Representatives, Sales Representatives and Cyber Representatives) shall be the basic pay of the employee and any extra payments for such evening or night tours as were in effect for the employee's regular assignment at the time of service termination. A week's pay for the purpose of these computations for Account Representatives, Sales Representatives, Senior Account Representatives and Cyber Representatives, will be determined in the same manner as provided in Article XXVI for vacation pay.

ARTICLE XIX GRIEVANCES

Section 1. The Union shall be the exclusive representative of all the employees in the bargaining unit for the purposes of presenting to and discussing with the Company grievances of any and all such employees arising from such employment; subject always, however, to the provisions of this Agreement, the current Agreement of General Application between the Union and the Company and of any applicable law.

Section 2.

- a. Any employee complaint (except those which contemplate treatment or proceedings inconsistent with the terms of a collective bargaining contract or agreement then in effect including proposals for the

modification of, or addition to, any such contract or agreement) which is reduced to writing and delivered by a Union representative in accordance with Section 2.b. following, within forty-five (45) days of the action complained of shall be considered and handled as a formal grievance.

- b. The grievance procedure shall normally consist of two (2) successive steps. Notice of grievances and appeals of decisions made at the first step shall be forwarded in accordance with the following:

Step Number	Company Representative Designated To Receive Grievance
1	Director/General Manager, or equivalent, having managerial authority over the conditions or circumstances which gave rise to the grievance. (In the absence of a Director/General Manager, or equivalent, the Company shall inform the Vice President, CWA, District 6, in writing of the appropriate Company representative who is designated to hear grievances.)

or

Vice President-Human Resources or designated representative if the grievance involves employees in more than one Director/General Manager, or equivalent, organization. If the grievance is initially filed at this level, there shall be no successive steps.

2 Vice President-Human Resources or designated representative.

- c. If the grievance involves or affects only employees reporting to a single immediate manager, a copy of the notice shall also be forwarded at the same time to such manager.

Section 3.

- a. The decision made at the first level of the grievance procedure may be appealed to the second level of the grievance procedure provided such appeal is submitted within two (2) weeks of the date the decision is communicated to the Union.
- b. A decision at the second level of the grievance procedure or default on the Company's part to meet with the Union, as explained in Section 7., at the second level shall be construed as full completion of the "Formal Grievance" procedure.
- c. The decision of the Company as to grievances submitted shall be confirmed in writing to the Union.

Section 4. So that the Union may present formal grievances to the appropriate Company representative, the Company will notify the Union of changes in Company organization that require a change in the then existing manner of presentation.

Section 5. After a notice as set forth in Section 2.b. above, has been received by the Company, the Company will not attempt to adjust the grievance with any employee(s) involved without offering the Union an opportunity to be present.

Section 6. At any meeting held pursuant to Section 2. above, the Company will designate its representative(s) to meet with the aggrieved employee(s), the representative(s) designated by the Union, or both.

Section 7. Meetings at each level of the grievance procedure shall be arranged promptly. If, due to the Company's actions, a mutually agreeable meeting date is not arranged within two (2) weeks of either the Company's receipt of the initial notification or the appeal of the grievance, the Union may present its original grievance to the next higher level of the formal grievance procedure.

Section 8. The place of the meeting at each level of the grievance procedure shall be mutually agreed upon, with each party giving due consideration to the convenience of the other.

Section 9. Those employees of the Company including the aggrieved employee(s) and the employee representative(s) designated by the Union, who shall suffer no loss in pay for time consumed in, and necessarily consumed in traveling to and from, grievance meetings shall not be more than three (3) at any level of the grievance procedure.

Section 10. At any meeting held under this Article for the adjustment of a grievance or complaint, any party present (including Union or Company representatives) shall be afforded full opportunity to present any facts and arguments pertaining to the matter(s) under consideration. The decision made upon such facts and arguments shall be made as promptly after conclusion of the presentation as may be reasonably and effectively possible.

Section 11. Any complaint which is not delivered in writing by the Union as specified in Section 2. above, shall be handled by the Company as an informal complaint on an informal basis;

provided, however, that nothing in this Article shall preclude the Union and the Company from using any other mutually satisfactory and proper method of presentation, discussion, and disposition of grievances.

ARTICLE XX
UNION REPRESENTATION

At any meeting between a representative of the Company and an employee in which discipline (including warnings which are to be recorded as such in the personnel file, suspension, demotion, or discharge) is to be announced, a Union representative may be present if the employee so requests. Time spent in such a meeting shall be considered work time.

ARTICLE XXI
AGENCY SHOP¹

Section 1. 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 into the bargaining unit on or after the effective date of this Agreement shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members, for the period from such effective date or, in the case of employees entering into the bargaining unit after the effective date, on or after the thirtieth day of such entrance, whichever of these dates is later, until the termination of this Agreement. For the purpose of this Article, "employee" shall mean any person entering into the bargaining unit, except an occasional employee.

¹ Where permitted by law

Each employee who is a member of the bargaining unit on or before the effective date of this Agreement and who on the effective date of this Agreement was not required as a condition of employment to pay or tender to the Union amounts equal to the periodic dues applicable to members, shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members for the period beginning thirty (30) days after the effective date of this Agreement, until the termination of this Agreement.

Section 2. The condition of employment specified above shall not apply during periods of formal separation* from the bargaining unit by any such employee but shall reapply to such employee on the thirtieth day following their return to the bargaining unit.

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

Section 3. Employees who are taken off the payroll pursuant to the provisions of this Article shall be treated as employee resignations.

ARTICLE XXII

DEDUCTION OF UNION DUES

Section 1. Subject to the provisions of this Article and the provisions of the written authorizations herein referred to, the Company agrees to make collections twice each month of regular Union dues through payroll deduction from an employee's pay upon receipt of a written authorization complete in all details on Form S-9163-P (or as subsequently revised by the parties hereto) signed by the individual employee and delivered by the Union to the Company. The Company also

agrees to remit the amounts so deducted to the order of the Treasurer of Communications Workers of America, and to forward one magnetic tape to CWA Headquarters in Washington, D.C., containing dues remittance data for all regular and temporary bargained-for employees on a monthly basis. The tape and one check will be forwarded by the 5th work day of the month following the month in which the deductions were made. Any manual corrections necessary to bring the tape totals into balance with the remittance check will also be forwarded at that time. The Company shall not be required to fill special requests for employee data on a local basis.

Section 2. Any authorization of dues deduction shall not be subject to revocation except that an employee may revoke the authorization during the period beginning fourteen (14) days prior to each anniversary date of the current Collective Bargaining Agreements. These periods are: November 20, 2010, through December 3, 2010; November 19, 2011, through December 2, 2011; November 24, 2012, through December 7, 2012; November 23, 2013, through December 6, 2013; all dates inclusive. Revocation of dues must be accomplished as follows:

- a. Each employee who desires to revoke his or her dues deduction authorization must advise his or her Payroll Office by individually signed letter. There shall be only one letter per envelope.
- b. The letter to the Payroll Office must be sent by Registered or Certified Mail.
- c. Each such letter not postmarked within the specified time limits and in accordance with the above procedure will be considered void and the employee will be so advised by the Company.

d. The Company will send copies of the letters and associated envelopes to the District Headquarters of the Union on a daily basis.

Section 3. The Company shall not be required to deduct or remit any such amount or amounts where it has received notice of the claim of any employee from whom dues deductions are being made that such amount or amounts are being deducted from such employee's pay without proper authority.

Section 4. The Company shall bear the full cost of its undertaking hereinabove set forth except that the Union agrees to print at the Union's expense the dues deduction authorization cards in a form and according to specifications approved by the Company and the Union.

Section 5. The application of provisions of this Article shall continue so long as permitted by law.

ARTICLE XXIII
NOTICE OF PROMOTIONS AND TRANSFERS
OF UNION OFFICERS, ELECTED STEWARDS,
AND DESIGNATED REPRESENTATIVES

Section 1. The Union agrees to furnish the Company, and revise from time to time, correct lists of the names, Union titles, and locations of Company employees who are Union officers, elected Union Stewards, or Union representatives specifically designated by the Vice President of the Union for the purposes of this Article.

Section 2. Where practicable, the Company shall give the Union prior notice of its intention to promote to a supervisory position, the tenure of position is expected to be more than one month, or to transfer to a location outside the jurisdiction of the

employee's Local any such employee named on a list furnished to the Company under Section 1. of this Article.

Section 3. The notice by the Company to the Union shall be given to the Local President where the employee involved is an elected Steward, to the CWA Representative where the employee involved is a Local officer, and to the Vice President of the Union where the employee involved is any other Union officer or a representative who has been designated for the purposes hereof.

ARTICLE XXIV SAFETY

Safety is a concern to the Company and the Union. The Company and the Union mutually recognize the need for a work environment in which safe operations can be achieved in accomplishing all phases of work, and the need to promote better understanding and acceptance of the principles of safety on the part of all employees to provide for their own safety and that of their fellow employees, customers, and the general public.

ARTICLE XXV ACHIEVEMENT BONUSES AND INCENTIVES

Management may, but shall not be required, to award achievement bonuses or other incentives to certain employees from time to time at its discretion; if and to the extent that any such bonus or incentive may be awarded, such award shall not constitute a binding precedent or practice with respect to any future bonus(es) or incentives. Management reserves the exclusive right to determine, establish, alter or discontinue any such bonus or incentive and the criteria for, frequency of, nature

of and amount of any such bonus or incentive and to determine the individual or category(ies) of recipient(s) thereof.

ARTICLE XXVI
ACCOUNT REPRESENTATIVES, SALES
REPRESENTATIVES, SENIOR ACCOUNT
REPRESENTATIVES AND CYBER REPRESENTATIVES

These provisions covering rates of pay, hours, terms and conditions of employment shall be applicable to employees engaged in the sale and servicing of items sold by Southwestern Bell Yellow Pages, Inc. who are assigned the title classifications "Account Representative," "Sales Representative," "Senior Account Representative" and "Cyber Representative" unless otherwise noted. The term Representatives, as used in this Article, refers to Account Representative, Sales Representative, Senior Account Representative and Cyber Representative unless otherwise noted.

Section 1. **Definitions.**

a. Commissionable Business

"Commissionable Business" is the monthly revenue value of the business accounts assigned to a Representative, accepted by the Company, published in each applicable Company product, and sold by a commissioned Representative.

b. Existing Business

(1) "Existing Business" includes all of the advertising for a given person, partnership or corporation in the current product(s), irrespective of the number of directory advertising contracts in force covering

the said advertising or the account numbers to which the advertising may be billed or any change in ownership or responsibility for payment of advertising under contract for the current product(s). It also includes items under contract for the current issue on another account but which, for the issue under canvass, will become a part of the contract for the account to which the items are transferred.

- (2) When a contract for an account is transferred to another account, and the Company determines that a distinct change in the type of business is involved, the Company will consider it as "New Business" and not "Existing Business" (excludes Cyber Representatives).
- (3) General rate decreases or rate decreases on headings and/or individual items on advertising described in Section 1.b.(1) of this Article will not be considered "Existing Business" for commission purposes (excludes Cyber Representatives).

c. New Business

"New Business" is the revenue from the sale of advertising to a customer who has no "Existing Business" in the current product(s) involved.

d. Increased Business

"Increased Business" is the excess of the revenue from the sale of advertising to a customer over the "Existing Business" in the current product(s) involved (excludes Cyber Representatives).

e. Renewal Business

"Renewal Business" is all revenue from the sale of advertising to a customer for the forthcoming product(s) which is not in excess of the "Existing Business" in the current product(s) involved (excludes Cyber Representatives).

f. Next Issue Service Delivery (NISD)

The sum of all retired and completed revenue that a Representative has sold for the next issue publication of all the products assigned to an account (i.e., increased business & renewal business).

g. Reworked Business

"Reworked Business" is the revenue obtained on any assigned reworked account in excess of the revenue value of the contract obtained by an employee other than the Representative previously reporting the account for the products(s) under canvass.

h. Canvass

A grouping of customers by HBD and products that will be handled during a canvass year.

Section 2. **Basis of Compensation--Salary and Commissions.** Representatives shall be compensated under a combined salary and commission plan as follows:

a. Salary

Basic weekly salary for an Account Representative:

<u>Credited Service as an Account Representative</u>	<u>12-5-10</u>	<u>6-5-11</u>
Minimum	\$281.00	\$379.00
After 6 Months	294.00	399.50
“ 12 “	307.00	421.00
“ 18 “	320.00	444.00
“ 24 “	333.00	468.00
“ 30 “	346.00	493.50
“ 36 “	359.00	520.00
“ 42 “	372.00	548.50
“ 48 “	385.00	578.00

- (1) Each employee newly engaged in this work shall carry the title Account Representative, and will be paid at two times the basic weekly salary during their initial training class.

Basic weekly salary for a Sales Representative:

<u>Credited Service as a Sales Representative</u>	<u>12-5-10</u>	<u>6-5-11</u>
Minimum	\$225.50	\$281.50
After 6 Months	236.00	298.00
“ 12 “	246.00	315.50
“ 18 “	256.50	333.50
“ 24 “	267.00	353.00
“ 30 “	277.00	373.50
“ 36 “	287.50	395.50
“ 42 “	297.50	418.50
“ 48 “	308.00	443.00

- (2) Each employee newly engaged in this work shall carry the title Sales Representative, and will be paid at two times the basic weekly salary during their initial training class.

Basic weekly salary for a Senior Account Representative:

Credited Service as a <u>Sr. Account Representative</u>	<u>12-5-10</u>	<u>6-5-11</u>
Minimum	\$491.50	\$702.00
After 6 Months	511.50	735.50
“ 12 “	532.00	770.50
“ 18 “	553.50	807.50
“ 24 “	575.50	846.00
“ 30 “	598.50	886.50
“ 36 “	623.00	929.00
“ 42 “	647.50	973.50
“ 48 “	673.50	1,020.00

Basic weekly salary for a Cyber Representative:

Credited Service as a <u>Cyber Representative</u>	<u>12-5-10</u>	<u>6-5-11</u>
Minimum	\$443.00	\$471.00
After 6 Months	462.50	492.00
“ 12 “	482.00	513.00
“ 18 “	501.50	534.00
“ 24 “	521.00	555.00
“ 30 “	540.50	575.00
“ 36 “	560.00	595.50
“ 42 “	580.00	617.00
“ 48 “	600.00	638.50

Progression following a transfer or movement into the Account Representative, Sales Representative, Senior Account Representative or Cyber Representative

position shall be in accordance with the appropriate provisions of Article IV, Section 2 of this Agreement.

b. Commissions

Renewal Commissions shall be advanced as follows (excludes Cyber Representatives).

When less than three percent (3%) increase is achieved commissions of fourteen percent (14%) shall be paid based on revenue renewed for employees in the title of Account Representative.

When less than three percent (3%) increase is achieved commissions of thirteen percent (13%) shall be paid based on revenue renewed for employees in the title of Sales Representative.

When less than three percent (3%) increase is achieved commissions of twelve percent (12%) shall be paid based on revenue renewed for employees in the title of Senior Account Representative.

Increased Commissions. Representatives shall be paid increased commissions based on a cumulative publishing cycle. Commission rates increase as publishing cycle Advertiser Increase sales and New Install and Non-Ad sales increase and exceed the listed gates and will be applied to future sales but will not be retroactive to previous sales, as follows:

Commissions for Account Representatives:

<u>Total Increase to Advertiser Return</u>	<u>Renewal Rate</u>	<u>ITA Rate</u>
Less Than \$3,999	14%	100%
\$4,000 - \$5,999	22%	140%
\$6,000 - \$7,999	29%	180%
\$8,000 - \$11,999	32%	200%
\$12,000 and above	35%	220%
ITA Minimum < 3.0%	14%	

<u>Total New Install and Non-Advertiser Return</u>	<u>New Install and Non-Ad</u>
Less Than \$2,499	200%
\$2,500 - \$5,499	225%
\$5,500 - \$7,749	250%
\$7,750 - \$9,999	300%
\$10,000 and above	350%

Commissions for Sales Representatives:

<u>Total Increase to Advertiser Return</u>	<u>Renewal Rate</u>	<u>ITA Rate</u>
Less Than \$3,499	13%	75%
\$3,500 - \$5,999	15%	90%
\$6,000 - \$8,999	20%	125%
\$9,000 - \$11,999	25%	150%
\$12,000 and above	30%	175%
ITA Minimum < 3.0%	13%	

<u>Total New Install and Non-Advertiser Return</u>	<u>New Install and Non-Ad</u>
Less Than \$2,499	200%
\$2,500 - \$5,499	225%
\$5,500 - \$7,749	250%
\$7,750 - \$9,999	300%
\$10,000 and above	350%

Commissions for Senior Account Representatives:

<u>Total Increase to Advertiser Return</u>	<u>Renewal Rate</u>	<u>ITA Rate</u>
Less Than \$9,999	12%	100%
\$10,000 - \$19,999	14%	115%
\$20,000 - \$29,999	17%	125%
\$30,000 - \$39,999	20%	150%
\$40,000 and above	25%	175%
ITA Minimum < 3.0%	12%	

<u>Total New Install and Non-Advertiser Return</u>	<u>New Install and Non-Ad</u>
Less Than \$2,499	175%
\$2,500 - \$5,499	225%
\$5,500 - \$7,749	250%
\$7,750 - \$9,999	300%
\$10,000 and above	350%

Commissions for Cyber Representatives:

<u>Total New Install, Non-Advertiser, Increase and Rework Return</u>	<u>New Install, Non-Advertiser, Increase and Rework</u>
Less Than \$4,999	120%
\$5,000 - \$8,999	150%
\$9,000 - \$13,499	200%
\$13,500 - \$17,999	250%
\$18,000 and above	300%

c. **New Hire Gate Adjustment**

For Representatives hired after the start of the annual publishing cycle, the starting point in the gate structure may be adjusted. Commissions will not be paid on this adjustment. The amount of the adjustment will be dependent upon the date of hire, and will be for the initial sales cycle only. Adjustments will be made as follows:

<u>If the employee hire date falls between:</u>	<u>Employee will start cycle in the:</u>
4th and 7th month of cycle start date	Second Gate*
8th and 11th month of cycle start date	Third Gate**
All other Dates:	No Adjustment

Increase to Advertiser Adjustment (excludes Cyber Representatives):

Account Rep.	Sales Rep.	Sr. Account Rep.
2nd Gate* \$4,000	2nd Gate* \$3,500	2nd Gate* \$10,000
3rd Gate** \$6,000	3rd Gate** \$6,000	3rd Gate** \$20,000

New Install and Non-Advertiser Adjustment:

Account Rep.	Sales Rep.	Sr. Act. Rep.	Cyber Rep.
2nd Gate* \$2,500	2nd Gate* \$2,500	2nd Gate* \$2,500	2nd Gate* \$5,000
3rd Gate** \$5,500	3rd Gate** \$5,500	3rd Gate** \$5,500	3rd Gate** \$9,000

d. Rollover of New Install and Non-Advertiser Sales

Account Representatives: Cumulative publishing cycle new install and non-advertiser sales in excess of \$12,000, up to a maximum of \$2,499, will be rolled over to the following year publishing cycle new install and non-advertiser sales gates. The rollover will be used for new install and non-advertiser gate attainment purposes only. Commission will not be paid in the following year publishing cycle for the amount rolled over.

Sales Representatives: Cumulative publishing cycle new install and non-advertiser sales in excess of \$12,000, up to a maximum of \$2,499, will be rolled over to the following year publishing cycle new install and non-advertiser sales gates. The rollover will be used for new install and non-advertiser gate attainment purposes only. Commission will not be paid in the following year publishing cycle for the amount rolled over.

Senior Account Representatives: Cumulative publishing cycle new install and non-advertiser sales in excess of \$12,000, up to a maximum of \$2,499, will be rolled over to the following year publishing cycle new install and non-advertiser sales gates. The rollover will be used for new install and non-advertiser gate attainment purposes only. Commission will not be paid in the following year publishing cycle for the amount rolled over.

Cyber Representatives: Cumulative publishing cycle new install and non-advertiser sales in excess of \$21,600, up to a maximum of \$4,999, will be rolled over to the following year publishing cycle new install and non-advertiser sales gates. The rollover will be used for new install and non-advertiser gate attainment purposes

only. Commission will not be paid in the following year publishing cycle for the amount rolled over.

- e. For the purposes of calculating IYP NISD, an adjustment will be made to the NISD value, for commission purposes, to account for IYP contracts that exceed a twelve (12) month value.

Section 3. Method of Commission Payment.

- a. Payments of basic salary will be paid biweekly.
- b. Payments of commissions will be advanced biweekly. Subsequent payments or commissions adjustments occur biweekly as long as activity occurs on the account, including, but not limited to errors, account associations, etc.
- c. For Senior Account Representatives and Cyber Representatives, salary shall constitute full compensation for time assigned by Management for instruction and related activity; training required by a supervisor; promotional work; servicing work; time paid for in accordance with Union Representation (Article XX); Grievances (Article XIX); Jury, Witness, Voting and Election Duty, Funerals, Military Leaves of Absence (Active Duty) (Article XI); full days of absence that qualify for payment for: Authorized Holidays (Article VIII); Vacation (Article IX); Excused Work Days (Article X); Illness Absence (Article XI); Collective Bargaining (Article I, 2009 Agreement of General Application); Military Training Duty and Emergency Duty (Article XI); Quarantine (Article XI); and other activity not incident to sales activities, as well as part of the Senior Account Representative's and Cyber Representative's

compensation for work performed on or incident to sales activities, except as otherwise provided.

- d. During the period of time in which a Senior Account Representative or Cyber Representative is receiving disability benefits covered under the Disability Plan, base pay for purposes of this plan shall be two (2) times the basic weekly salary rate. Cyber Representatives must have twelve (12) months of net credited service or more to receive two (2) times the basic weekly salary rate.
- e. For Account Representatives and Sales Representatives, salary shall constitute full compensation for time assigned by Management for instruction and related activity; ten (10) full days (or equivalent half-day increments) of training required by a supervisor in a calendar year; promotional work; servicing work; time paid for in accordance with Union Representation (Article XX); Grievances (Article XIX); Jury, Witness (other than at the Company's request), Voting and Election Duty, Funerals, Military Leaves of Absence (Active Duty) (Article XI); and other activity not incident to sales activities, as well as part of the Representative's compensation for work performed on or incident to sales activities, except as otherwise provided.
- f. For Account Representatives and Sales Representatives, full days of training required by a supervisor, starting with the eleventh (11th) full day of training in a calendar year, or full days of absence that qualify for payment for: Authorized Holidays (Article VIII); Vacations (Article IX); Excused Work Days (Article X); Illness Absence (Article XI); Collective Bargaining (Article I, 2009 Agreement of General Application); Military Training Duty and Emergency Duty (Article XI);

serving as a witness at the Company's request; and Quarantine (Article XI), will be treated as follows:

- (1) Absences by Account Representatives and Sales Representatives with thirteen (13) consecutive months or more service, except as otherwise provided herein, will be paid at that Representative's average rate.
- (2) The first three days of an occurrence of absence due to illness, that qualify for payment, by a Representative with thirteen (13) consecutive months or more service, will be paid at salary. Any additional consecutive days during the same absence occurrence due to illness, that qualify for payment, will be paid at that Representative's average rate.
- (3) Absences by Account Representatives and Sales Representatives, with less than thirteen (13) consecutive months service, that qualify for payment, will be paid at basic weekly salary rate, except as provided in Note 3 below.

Note 1: Service credited to the title of Account Representative, Sales Representative, Senior Account Representative or Cyber Representative cannot be combined with one another for the purpose of determining time-in-title.

Note 2: Average rate for an Account Representative and Sales Representative is 1/260th of that Representative's annual earnings. Annual earnings shall include the Representative's paid commissions, salary, pay for full days of training required by a supervisor starting with the eleventh (11th) full day of training in a calendar year; Vacations (Article IX); Authorized Holidays (Article VIII); Excused Work Days (Article X); Collec-

tive Bargaining (Article I, 2009 Agreement of General Application); Military Training Duty and Emergency Duty (Article XI); serving as a witness at the Company's request; and Quarantine (Article XI) during the first twelve (12) months of the thirteen-calendar-month period preceding the month in which a day qualifying for average rate occurs. In the event an Account Representative or Sales Representative has illness and/or disability absence during the time period noted above, the total number of illness and/or disability days will be deducted from the 260 utilized in the calculation for average rate. The illness and/or disability payments for the days deducted will be excluded from the average rate calculation.

Note 3: Account Representatives who have established an average rate and who transfer to the position of Sales Representative will have an average rate of \$200 per day until they attain thirteen (13) consecutive months as a Sales Representative. Senior Account Representatives who transfer to the position of Account Representative or Sales Representative will have an average of \$275 per day until they attain thirteen (13) consecutive months as an Account Representative or as a Sales Representative. Sales Representatives who have established an average rate and who transfer to the position of Account Representative will maintain their established average rate (at the time of transfer) until they attain thirteen (13) consecutive months as an Account Representative. Any other employee of the Company assuming the title of Sales Representative or Account Representative will have an average rate calculated by dividing the employee's base pay by 260 until they attain thirteen (13) consecutive months in the commissioned title.

Note 4: All payments, identified above, shall be for the absences set forth in the referenced Articles and are subject to the qualifications and conditions set forth herein.

Section 4. **Assignment of Accounts** (excludes Cyber Representatives).

- a. The Company agrees to assign accounts as follows (excludes Senior Account Representatives):

(1) **New Business Continuity**

Within the limits of the Company's mechanized assignment system, accounts assigned as New Business Continuity will include non-revenue accounts that purchase any billed items of advertising. These accounts will be reassigned to the selling Representative for the next two consecutive years, provided that the Representative is assigned to the canvass in those consecutive years. If the Representative is not assigned to the canvass in either of those two consecutive years, these accounts will migrate to the General Market. After the third year, these accounts will be assigned in the General Market. Account Representatives moving from the Premise channel to the Telemarketing channel will be exempted.

(2) **Credit Weighted Continuity**

With the exception of those Credit Weighted Continuity accounts that may be added or removed pursuant to Section 4. (3), within the limits of the Company's mechanized assignment system, previous issue credit waived accounts and accounts with a credit class of D1, D2, E and F (Credit Weighted Continuity) will be reassigned to the selling representative for the next two consecutive years provided that the

Representative is assigned to the canvass in those consecutive years. After the third year, if the account credit status is upgraded to a Credit Class A, the account will be placed in the General Market. If the credit status continues to meet the Credit Weighted Continuity parameters the account will remain in Credit Weighted Continuity for assignment. These credit weighted accounts will be assigned to Representatives that have not met the Credit Weighted Continuity accounts revenue average. Account Representatives moving from the Premise channel to the Telemarketing channel will be exempted.

(3) General Market

With the exception of accounts assigned as New Business Continuity in a. (1) above and as Credit Weighted Continuity in a. (2) above, a fair sample of the premise market will be assigned to Account Representatives, and a fair sample of the telephone sales market will be assigned to Sales Representatives.

- b. General Market Assignment may be adjusted ten percent (10%) based on the Representative's individual performance on his/her previous major canvass. The adjustment will be based on the individual Representative's gross sales percentage in his/her Market Assignment in his/her previous major canvass. Individual Representative adjustments will be determined based on which of the three (3) tiered categories of the channel/group average gross sales percentage of the prior year's major canvass they performed in. Those Representatives who performed in the top third will receive up to an additional ten percent (10%), those

Representatives in the middle third will receive no adjustment, and those Representatives in the bottom third will receive up to a ten percent (10%) reduction.

- c. Management may force key (exclude) accounts for which customers have demanded, in writing, that their account(s) not be assigned to the previous issue's Representative, regardless of the account's size and previous issue's billing fluctuation. These accounts will remain in the assignment channel (telemarketing, premise, senior account) in which they resided in the previous issue.
- d. General Market Assignment (excludes Senior Account Representative).

General Market assignments will be in sufficient quantities to keep the Representatives fully occupied within the limits of the market and the business.

General Market Assignments will be of sufficient quality to afford reasonable sales possibilities within the limits of the market and the business.

Subject to the needs of the business, at General Market Assignment, the Company will strive to achieve as much "Follow Yourself" continuity as is practicable.

It is the intent of the Company to balance the canvass assignments to achieve a plus or minus twenty percent (20%) of the average revenue at General Market Assignment.

e. Post Market Assignment/Reassignment

Subsequent assignments will be made to Representatives based on the individual's performance with consideration given to those Representatives who have demonstrated an ability to handle the market under canvass. Accounts reassigned after the fifty percent (50%) point in a campaign resulting in a loss may be returned to the Representative to which the account was originally assigned (excludes Senior Account Representative).

- f. Any New Connect account that has not been completed (i.e., retired and without queries) within fifteen (15) working days from the day the account was assigned to a Representative may be available to other Representatives, or may be reassigned (excludes Senior Account Representative).
- g. After an account is assigned to a Representative, the Representative may sell any item offered by the Company.
- h. The Company maintains the right to determine the market, including the sales channels used to contact customers, the assignment of personnel to sales channels and the assignment, reassignment, or movement of accounts between sales channels or between individuals within sales channels. However, the Company shall notify the Union as far in advance as possible of its decisions and will consider input from the Union that is provided in a timely manner. It is not the intent of the Company to use assignment practices, policies or procedures to negatively impact the earnings opportunities of its representatives. The Company's decisions and implementation of any assignment,

practices, policies and procedures will not be subject to grievance or arbitration under this agreement. The "market" is defined as any grouping of revenues, accounts or items the Company determines to be appropriate for handling within the same assignment. It may or may not be limited to the same product, publication, or geographical location. The revenues, accounts and items, which shall be considered within markets, may be changed from canvass to canvass. The only exceptions will be decisions made with the intent solely to negatively impact an individual's compensation or assignment to particular campaigns. No other provision of this or any other agreement shall supersede the Company's authority to make final market assignment and implementation decisions.

- i. An account closed by a Representative and submitted to the Company for payment of commissions may be reassigned to any employee of the Company. If the Company receives a customer request to be recontacted prior to the close of the same Market Canvass, and the account has not been reassigned, the account will be reassigned to the original Representative.

Section 5. Commission Advance Recovery Process.

Given the importance of proper and timely payment of commissions to employees, and to avoid any misunderstanding of third parties, the parties agree to clarify herein their longstanding intent and practice concerning the payment of commissions. Because commission rates and the contract price applicable to a sale may change after the employee was advanced a commission and before all conditions have been satisfied to earn a commission, commissions are earned by employees only when the final commission rate and contract price applicable to a sale are determined by the Company, and

all of the conditions to earn commissions have been satisfied. Until the commissions are earned, any commission payments made to employees under this Agreement are advances to be applied against employees' future earned commissions. If employees are advanced commissions, which are not later earned by the employees, the Company will adjust the commission advances by deducting the unearned portion of the commission advances from the employees' future commission payments. All references to commissions in this Agreement are to commission advances until the commissions become earned.

A Representative's commission earnings that are advanced shall be subject to recovery when any of the following conditions exist:

- a. A commission adjustment shall be made when an adjustment of an advertiser's account is due to an error of the salesperson, as determined by the Company. The adjustment is equal to the percentage that the advertiser's account is adjusted.
- b. Query Adjustment: A commission adjustment shall be made on any contract for which the Representative did not resolve a query.

If a query is posted on any contract where commissions have been paid, the Representatives will have fifteen (15) working days to resolve the query before a commission adjustment occurs.

If the query is not resolved within fifteen (15) working days, for commission purposes the reporting-base and revenue-retired will be reversed and the commissions adjusted.

If a query is not resolved before “query boost” due to the responsibility of the Representative, for commission purposes, the Representative will be held responsible for reporting base and objective, and get no credit for the retired revenue. The result will be a commission adjustment.

- c. If, after signing an advertising contract and before the advertising publishes (including internet products), a customer requests that the advertising items it contracted for be changed and the total advertising charges contracted for decreases, the Company will adjust the commission advances paid to employees to reflect the final contract price. If, after signing an advertising contract and before the advertising publishes, the Company discounts the advertising charges for any item contracted for and the advertising charges contracted for decreases, the Company will adjust the commission advances paid to employees to reflect the final contract price. In both instances, the adjustment is equal to the percentage that the advertiser's account is adjusted. If, after signing an advertising contract and before the advertising publishes, a customer cancels the advertising contracted for, no commission is earned for the advertising and the adjustment to the commission advances will be 100% of the commissions paid. If a customer's advertising publishes for a product with an open, unhandled query no commission is earned for the advertising.
- d. At the end of the life of a product, a NISD adjustment shall be made on all product(s) if less than two (2) months of the total customer billing is collected. The commission adjustment will be applied based on the rates paid at the time of the sale.

- e. In the case of advertising sold but which is not published, due to errors for which the Representative is not responsible, there shall be no chargeback of commissions.
- f. If an employee has not earned all commission advances at the time the employee's employment with the Company terminates, either voluntarily or involuntarily, the Company is authorized to deduct the unearned portion of the commission advances from the employee's final paycheck.

Section 6. Commission Debit Proration.

- a. To minimize the impact of possible debit situations, Representatives shall have the opportunity to select a percentage of their commission earnings to be protected on a payroll period basis, by signing a Commission Protection Election Form. The percentage eligible for protection is 0%, 25%, or 33%. After the percentage is selected, no commission debit will result in commission earnings of less than the selected percentage unless an individual's total accrued debt is greater than five thousand dollars (\$5,000), in which case no commissions will be protected until accrued debt is below five thousand dollars (\$5,000). A Representative may change the selected percentage on a quarterly basis.
 - (1) If a Representative's total accrued debt is greater than five thousand dollars (\$5,000), the Representative may appeal to the Company Director – Labor Relations to protect up to thirty-five percent (35%) of his or her commission earnings on a payroll period basis. The Director – Labor Relations may grant the appeal at his/her

discretion. If the Company grants the appeal, the Representative will have to sign a Commission Protection Election Form, which will be modified to address this situation.

- (2) Commission debits as a result of non-performance related transactions (i.e. system, input, table errors) will not be eligible for proration. Collection of non-performance related debits will be arranged between the employee and the Company. It is the intent of this section that non-performance related debits be repaid by the employee as soon as possible.

Section 6. **Miscellaneous Provisions.**

- a. All Company products will be used at the customer/canvass level, including but not limited to internet, when calculating all commissions under this Article.
- b. Treatment of Account Packages Involving NYPS Activity (excludes Cyber Representatives)
 - (1) When a NYPS insertion order inserts or removes a NYPS item (s) on an account and the account's local revenue decreases, the account's local revenue will be adjusted by the revenue amount of the net NYPS activity or the account's local in-market revenue amount of loss, whichever is less.
 - (2) Revenue transferring from NYPS (excluding TSL's and their subordinate EL's and AL's) to the local market will be treated as "Existing Business" for pay purposes.

- (3) A Representative may retire the account as "No Local Authority", and adjust the account's assigned revenue, provided all local items are superseded (replaced item for item) by NYPS.
 - (4) Commissions advanced on accounts handled prior to NYPS insertion order activity will be recovered appropriately.
- c. When items or headings are deleted, and, in the Company's judgement, there are no suitable replacement item(s) or heading(s), an adjustment will be made to existing business equal to the value of the deleted item(s) or heading(s). If a format change in a publication results in a change of UDAC, and in the Company's judgment an equivalent UDAC exists, only the difference between the value of the current UDAC and the equivalent UDAC in the next publication will be adjusted (excludes Cyber Representatives).
- d. Barter Accounts: If a Representative retired an account and the Company subsequently barter additional advertising for products and services from the account, the account will not be reassigned to a manager and the Representative's commissions will be kept whole. If a Representative did not retire an account before the Company barter additional advertising for products and services from the account, the account will be reassigned to a manager and no commission will be paid.
- e. Length of service shall be taken into account in the treatment of employees covered by this Article insofar as the conditions of the business and the ability of the employee permit.

- f. An Authorized Holiday falling on Saturday shall be considered as part of the regular work assignment of each Representative (except absentees).
- g. Compensation at the rate of one and one-half times the regular rate shall be paid to Sales Representatives and Cyber Representatives for work in excess of forty hours in any calendar week.
- h. Sales Representatives and Cyber Representatives shall be assigned or allowed one fifteen-minute relief period to start not less than one hour from the beginning or end of each session.
- i. Forty hours consisting of five scheduled tours of eight hours each, shall constitute the normal work week for Sales Representatives and Cyber Representatives. If service requirements demand, the forty scheduled hours may be spread over any six days in the calendar week. Tours may fall on any days of the week necessary to meet service requirements.
- j. The Company reserves the option to designate any account or account package as a "Windfall Sale" before the order is accepted. The General Manager in the market will confer with the Senior Account Representative and the Local Union President or designee to arrive at a reduced commission for the Windfall Sale. A reduced commission must be agreed upon by the Company and Local Union designee before the order is accepted and considered commissionable business. "Windfall Sale" is commissionable business in excess of \$100,000.00.

- k. The examples contained in this Article cannot cover every situation and appropriate variations thereof may be applied to varied situations as they occur.

Section 7. Reimbursement of Expenses (Applicable to Account Representatives and Senior Account Representatives only.)

- a. **Meal and Incidental Expense (M&IE) Per Diem**

A M&IE per diem as stipulated below will be paid to an Account Representative or Senior Account Representative at a flat rate per day for reimbursement of all business expenses incurred within the Market Canvass, excluding mileage and lodging, as follows:

- (1) A flat rate of \$28.50 per day in all market canvasses for which overnight lodging is authorized and actually maintained each day. The \$28.50 per day will also apply to an Account Representative or Senior Account Representative that is assigned to and does attend training or other assignments for which overnight lodging is authorized and actually maintained each day.
- (2) A \$8.50 per diem for the day of return to the headquarters market from an assignment for which overnight lodging was authorized.
- (3) The payment of the Meals and Incidental Expense (M&IE) per diem above is also subject to the following conditions:
 - (i) When a meal is provided by the Company in a Market Canvass for which overnight lodging is authorized and actually

maintained, the per diem prescribed for that Market Canvass will be reduced by the actual cost of the meal provided or \$10.00, whichever is less.

- (ii) Payment of the per diem shall continue during that portion of the Market Canvass in which the Account Representative or Senior Account Representative remains in the Market Canvass for which overnight lodging is authorized and actually maintained, but does not work during the first seven (7) days of sickness, provided the Account Representative or Senior Account Representative is not confined to a hospital.
- (iii) When an Account Representative or Senior Account Representative travels on Saturday or Sunday going to or from the Market Canvass, and such travel has prior supervisory approval, payment or nonpayment of any per diem shall be determined by the Company.
- (iv) When a holiday occurs during the period in which an Account Representative or Senior Account Representative is working in a Market Canvass for which overnight lodging is authorized and actually maintained, the Account Representative or Senior Account Representative shall receive the prescribed per diem, provided that with the advance approval of the Company the Account Representative or Senior Account Representative remains in the Market

Canvass for which overnight lodging is authorized and actually maintained.

b. Lodging

When an Account Representative or Senior Account Representative is authorized to and actually does maintain overnight lodging, the lodging expense will be paid on an actual cost basis, up to but not more than a maximum daily amount as prescribed by the Company.

c. Monthly Automobile Allowance

Each Account Representative or Senior Account Representative is required to have a valid drivers license and to provide an appropriate automobile, acceptable to the Company as to appearance and operating condition, to be used for Company business. The 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 coverages are in effect. When an Account Representative or Senior Account Representative is authorized to and actually does use the automobile for Company business, the Representative will receive an allowance of \$300.00 per month for each full calendar month that the Representative is so authorized. The monthly allowance shall be reduced by the following schedule in an amount not to exceed the total monthly allowance for: (a) each full day of absence covered by a disability benefits plan sponsored by AT&T, (b) each full day of unpaid absence, (c) each full day of departmental leave or leave of

absence, (d) each full day of suspension, (e) each day of and each day following termination or days not considered by the Company to be on the Company payroll:

By \$15.00 for each full day of absence in a month of 20 normal working days.

By \$14.29 for each full day of absence in a month of 21 normal working days.

By \$13.64 for each full day of absence in a month of 22 normal working days.

By \$13.04 for each full day of absence in a month of 23 normal working days.

Note: Normal working days shall be Monday through Friday and for purposes of the monthly automobile allowance shall include holidays falling on such days.

d. Daily Automobile Allowance

An automobile allowance as stipulated will be paid to an Account Representative or Senior Account Representative at a flat rate per day for reimbursement of all automobile operating expenses as follows:

- (1) A \$12.00 per day automobile allowance when performing the duties of an Account Representative, in the headquarters market canvass and all other market canvasses.

e. Between Market Mileage

- (1) An Account Representative or Senior Account Representative, authorized by the Company to travel between markets, shall receive a mileage

payment for the miles between such markets, at the rate of seventeen (17) cents per mile.

- (2) Mileage reimbursement will be based on the route distance from the Account Representative's or Senior Account Representative's home to the temporary work location or the route distance from the regular work location to the temporary work location, whichever is shorter.

f. Miscellaneous

- (1) If the Company requires an Account Representative or Senior Account Representative to remain in a Market Canvass for seven (7) consecutive days in which overnight lodging is authorized and is actually maintained, an allowance for laundry and cleaning expense actually incurred will be paid to the Account Representative or Senior Account Representative, up to, but not more than, the maximum amount of \$30.00 for the seven (7) consecutive day period.
- (2) If the Account Representative's or Senior Account Representative's Market Assignment requires remaining away from home over two (2) successive weekends, the Company may authorize the Representative to use his/her automobile to return home over the second weekend at the regular rate of seventeen (17) cents per mile. In exceptional cases, where unusually long distances are involved, public transportation may be required by the Company.

In cases of out-of-town market canvasses that involve long distances, public transportation may

be used, with the Company's authorization, and will be reimbursed as follows:

- (i) round-trip, intercity public transportation (normally airplane coach and/or intercity bus fare) if applicable;
- (ii) local transportation from and to the Account Representative's or Senior Account Representative's regular reporting location in his/her home city and the public transportation terminal in the Account Representative's or Senior Account Representative's home city not to exceed \$6 each way;
- (iii) parking at the home city's public transportation terminal in the designated "Long Term Parking Facility" not to exceed \$12.00 per day, beginning with the day that the employee travels to the temporary location and ending with the day the employee returns to the home location. The Company may designate what is to be considered the "Long Term Parking Facility" so long as there is shuttle service to the Public transportation terminal and reasonable security for parked vehicles;
- (iv) local transportation not to exceed \$6 each way in the distant city from and to the designated place of lodging and the distant city's public transportation terminal; and,
- (v) local transportation, if required and not otherwise provided by the Company,

between the place of lodging and the assigned reporting location.

Reimbursement for the above exceptions will be made only if the expenditures are actually incurred.

- (3) The Company will treat as taxable income to the employee that portion of the allowances and/or per diems which exceed the IRS maximum allowable reimbursement. As used in this Article, "IRS maximum" means the maximum non-taxable Meals & Incidental Expenses (M&IE) and personal vehicle reimbursement amounts stated in the Internal Revenue Service regulations, rulings and procedures applicable to employee business travel expenses.

ARTICLE XXVII **NEW PRODUCTS AND SERVICES**

The Company intends to make offerings of new products and services from time to time in the interest of increasing its flexibility and diversifying its market presence and meeting its customers' needs. It is understood that the new offerings may be proprietary to the Company or may be made only as a sales agent on behalf of a third party. In order to maintain needed flexibility, the parties agree to meet and confer from time to time to make needed ad hoc modifications.

- a. New Products and Services may be offered or discontinued by the Company at any time and for any reasons. It is also understood that in certain instances, the Company may only act in the capacity of sales agent and that both its sales agency and ability to offer a

particular product or service may be discontinued without explanation or notice.

- b. When an account package or portion thereof has been retired, and Management determines that additional effort(s) should be made to sell New Products and Services to the customer, the account package may be reassigned to any employee of the Company for the purpose of selling New Products and Services. The Representative from whom the account package is reassigned will no longer be allowed to sell New Products and Services to that account package for the duration of that canvass.

ARTICLE XXVIII
PRIOR AGREEMENTS

This Agreement supersedes and cancels the 2004 Departmental Agreement and all amendments and supplements thereof.

ARTICLE XXIX
DURATION

This Agreement shall become effective as of December 4, 2009, and shall continue until 11:59 p.m., on December 6, 2013, at which time it will terminate unless extended by mutual agreement in writing prior to said termination date.

IN WITNESS WHEREOF, Communications Workers of America and Southwestern Bell Yellow Pages, Inc. have caused this Agreement to be executed by their respective duly authorized officers and representatives, as of the day and year first above written.

COMMUNICATIONS WORKERS OF AMERICA

BY ANDY MILBURN

APPROVED BY

LARRY COHEN
President
Communications Workers of America

SOUTHWESTERN BELL YELLOW PAGES, INC.

BY KENNETH D. FOBBS

APPROVED BY

JOSÉ GUTIÉRREZ
President and Chief Executive Officer
AT&T Advertising Solutions

2009 AGREEMENT OF GENERAL APPLICATION

AGREEMENT made as of November 19, 2010 and effective as of December 5, 2009, by and between COMMUNICATIONS WORKERS OF AMERICA (hereinafter called the "Union"), and SOUTHWESTERN BELL YELLOW PAGES, INC., a Missouri corporation, d/b/a AT&T Advertising Solutions (hereinafter called the "Company" or "Management"), which Union is recognized by the Company as sole collective bargaining agent for the Company employees in the Bargaining Unit as set forth in the 2009 Departmental Agreement. The Union and the Company agree, subject to any applicable provisions of the 2009 SETTLEMENT AGREEMENT and the ADDENDUM TO THE 2009 SETTLEMENT AGREEMENT, as follows:

ARTICLE I COLLECTIVE BARGAINING PROCEDURE

Section 1. All negotiation of proposals for changing, adding, removing, renewing, or superseding any provision or provisions in the 2009 Departmental Agreement between the Company and the Union effective as of December 5, 2009, shall be between representatives designated and so authorized respectively by the parties thereto.

Section 2. All negotiation of proposals for changing, adding, removing, renewing, or superseding any provision or provisions in this Agreement shall be between representatives designated and so authorized by the Union, and representatives designated and so authorized by the President of the Company.

Section 3. Unless otherwise provided by the 2009 Settlement Agreement and the Addendum to the 2009 Settlement Agreement, neither the Union nor the Company shall be required to meet or discuss any proposal covered by Section 1. or Section

2. of this Article if such proposal is to be made effective prior to December 6, 2013.

Section 4. Meetings under this Article shall be held in St. Louis, Missouri, unless it be otherwise mutually agreed.

Section 5. The Company shall compensate up to six (6) employee Union representatives for attending collective bargaining meetings under this Article. Such compensation shall be at the employee's basic wage rate for a normal scheduled work day, except for Account Representatives, Sales Representatives, Senior Account Representatives and Cyber Representatives who shall be allowed pay in accordance with Article XXVI.

ARTICLE II

SERVICE INTERRUPTION

The Company and the Union recognize their responsibility in the interests of the public and the employees to avoid interruptions in Company operations. Accordingly, they will process promptly employee complaints and grievances which are subject to handling under grievance procedures for the purpose of avoiding interruption of service to the public and economic loss to employees from work stoppages.

Any employee complaint or grievance which is subject to handling under the grievance procedures shall be presented and heard promptly in accordance with the provisions of those procedures and the arbitration procedures, where applicable.

As to those employee grievances which are subject to arbitration, the Union, its officers, or representatives will not order or sanction a work stoppage or slowdown at any time.

As to those employee complaints and grievances which are not subject to arbitration, the Union, its officers, or representatives will not order or sanction a work stoppage or slowdown while the matter is being processed through the Grievance procedures.

ARTICLE III UNUSUAL GRIEVANCES

Whenever the Vice President of the Union (or in his or her absence, the Assistant to the Vice President) informs the President of the Company, or a representative designated by the President, that a complaint or grievance exists which in the opinion of the Vice President of the Union involves a condition which constitutes a serious and immediate threat to the health or safety of an employee or group of employees and which in his or her opinion requires prompt handling, and it is mutually agreed that such a question of health or safety is in fact involved, then such complaint or grievance may be presented and heard at such level of the Grievance Procedure as the Vice President of the Union may select. The first meeting with respect to such complaint or grievance shall be held at a time and place to be agreed upon and as promptly as conditions permit; the two-week time limitation set forth in the Grievance Procedure shall be applicable. There shall be no obligation on the part of the Union to appeal such complaint or grievance to any higher level, and the grievance if arbitrable shall then be subject to the provisions of the arbitration procedures of this Agreement.

ARTICLE IV GRIEVANCE MEDIATION

In recognition of the need to expeditiously resolve, to the extent possible, grievances which would otherwise be subjects for Arbitration under Article V of the 2009 Agreement of General

Application and to avoid the expense attendant to such proceedings, the parties hereby establish this Grievance Mediation Program for use after the completion of the two step grievance procedure set out in Article XIX of the 2009 Departmental Agreement, as follows:

Section 1. Once a grievance has been appealed to arbitration under Article V, the grievance may be heard in a grievance mediation proceeding before it is heard in arbitration. Grievances which are proper subjects of arbitration under Article V may be referred to the grievance mediation procedure by mutual agreement of the parties, following a timely request for arbitration under Article V.

Section 2. The parties shall each designate a spokesperson of their choice to attend each mediation proceeding. The parties may select such other participants to attend in the same manner as in an arbitration hearing under Article V.

Section 3. Proceedings before the mediator shall be informal in nature. The rules of evidence will not apply and no record of the proceedings will be made. The issue mediated will be the same issue raised in the grievance and considered in the grievance procedure.

Section 4. In the mediation proceedings, the function of the mediator shall generally consist of receiving any relevant presentations and evidence offered by the parties. The mediator will be authorized to confer privately with either or both parties or any person attending the proceeding. The mediator shall endeavor to assist the parties in reaching a mutually acceptable resolution of the grievance.

Section 5. The mediator shall not have the authority to compel any resolution of a grievance.

Section 6. In the event that a mutually acceptable resolution of a grievance is reached, the terms of the resolution may be required to be reduced to writing at the request of either party, and signed by the parties and the grievant. No settlement or resolution reached in the course of mediation, or the terms or surrounding circumstances of any such settlement or resolution, will, in any case, be cited as precedent or be precedent setting.

Section 7. If no resolution or settlement of the grievance is reached during the mediation, the mediator shall provide the parties with an immediate oral advisory opinion unless both parties request that no opinion be provided. The mediator shall state the grounds for his/her opinion. Neither this opinion nor the grounds therefor shall constitute or be cited as precedent or evidence or be otherwise alluded to in any subsequent grievance or arbitration or other proceeding between the Company and the Union.

Section 8. In the event that a grievance which has been mediated is subsequently arbitrated, no person serving as mediator may serve as arbitrator in the subsequent arbitration of that case. Should such a subsequent arbitration occur, nothing said or done by the mediator may be cited or referred to or introduced into evidence. In addition, no proposed resolution or settlement proposal offered by the mediator or either party may be cited or referred to in the arbitration.

Section 9. If no resolution of a grievance is reached in the mediation proceeding, the matter may then proceed to arbitration under Article V, unless it is withdrawn or otherwise resolved.

Section 10. As soon as possible after this Agreement becomes final and binding, a panel of mediators shall be selected by the parties. Each mediator shall serve until the termination of this Agreement unless his or her services are terminated earlier by written notice from either party to the other.

The mediator shall be notified of his or her termination by a joint letter from the parties. A successor shall be selected by the parties. Mediators shall be assigned cases in rotating order designated by the parties. If a mediator is not available for a hearing within twenty (20) working days after receiving an assignment, the case will be passed to the next mediator. If no one can hear the case within twenty (20) working days, the case will be assigned to the mediator who can hear the case on the earliest date.

Section 11. Mediations shall take place at such times and at such locations as are mutually agreeable to the parties and the mediator.

Section 12. The parties agree to share equally the compensation and expenses of the mediator and any other general administrative expenses that may occur. Each party shall pay for the time consumed by and expenses of its representatives and witnesses or participants in mediations.

ARTICLE V ARBITRATION

Section 1. If, during the term of this Agreement, with respect to the 2009 Departmental Agreement effective December 5, 2009, between the Union and the Company, and subsequent agreement which by specific reference therein are made subject to this Article, a difference shall occur, between the Union and the Company, and continue after all steps in the "Formal Grievance" procedure established in the 2009 Departmental Agreement shall have been undertaken and completed, regarding,

- a. the true intent and meaning of any specific provision or provisions thereof (except as such provision or

provisions relate, either specifically or by effect, to prospective modifications or amendments of such agreement), or

- b. the application of any provision or provisions thereof to any employee or group of employees, and grievances arising from such application, or
- c. the dismissal for just cause of any noncommission employee with more than one (1) completed year's net credited service, or, the dismissal for just cause of any commission employee, including Account Representatives, Senior Account Representatives, Sales Representatives and Cyber Representatives with more than two (2) completed years' net credited service, or
- d. the disciplinary suspension for just cause of any noncommission employee or, the disciplinary suspension for just cause of any commission employee, including Account Representatives, Senior Account Representatives, Sales Representatives and Cyber Representatives with more than two (2) completed years' net credited service,

then in any such event, either the Union or the Management may submit the issue of any such matter to arbitration for final decision in accordance with the procedure hereinafter set forth or, where applicable, in accordance with Article VI of this Agreement.

Section 2. In the event that either party hereto, within sixty (60) days after completion of the Formal Grievance procedure aforesaid, elects to submit a matter described in the preceding section to arbitration the parties agree that the matter shall be so submitted, and agree that such submission shall be to one arbitrator. The parties shall endeavor in each instance within a three

week period to agree upon the arbitrator, but if unable to so agree, the arbitrator shall be designated by the American Arbitration Association upon the written request of either party. In either such event, the arbitration shall be conducted under the then obtaining rules of the Voluntary Labor Arbitration Tribunal of the American Arbitration Association. Each party shall pay for the time consumed by and the expenses of its representatives, and shall be equally responsible for the fees of the American Arbitration Association, the compensation, if any, of the arbitrator, and any such other general administrative expense that may occur.

After an election to arbitrate, if within ninety (90) days following completion of the Formal Grievance procedure no arbitrator has been agreed upon and no written request has been made upon the American Arbitration Association to designate an arbitrator, then no such matter shall continue to be arbitrable.

Section 3. The arbitrator shall be confined to the subjects submitted for decision, and may in no event, as a part of any such decision, impose upon either party any obligation to arbitrate on any subjects which have not herein been agreed upon as subjects for arbitration; nor may the arbitrator, as a part of any such decision, effect reformation of the contract, or of any of the provisions thereof.

Section 4. The decision of any arbitrator, selected in accordance with Section 2. hereof, shall be final, and the parties agree to be bound and to abide by such decision.

Section 5. If and when notice of termination of this Agreement be given as provided in the Duration Article hereof, any existing dispute described in Section 1. hereof as an appropriate subject for arbitration which is in the process of Formal Grievance negotiation of record prior to the service of such notice of termination, or, if such an existing dispute appropriate under

Section 1. hereof shall become a matter of record in the process of Formal Grievance negotiation in the manner and within the time limit prescribed for filing Formal Grievances, then in either such event any such matter may be carried to a conclusion under this Article without regard to the termination of this Agreement.

ARTICLE VI **EXPEDITED ARBITRATION**

In lieu of the procedures specified in Article V of this Agreement, any grievance involving the suspension of an individual noncommission employee, or, the suspension of any commission employee including Account Representatives, Senior Account Representatives, Sales Representatives and Cyber Representatives, with more than two (2) completed years' net credited service, except those grievances 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 hereinafter provided within fifteen (15) calendar days after the filing of a request for arbitration. In all other grievances involving disciplinary action which are specifically subject to arbitration under Article V 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 hereinafter provided. The election shall be in writing and, when signed by authorized representatives of the parties, shall be irrevocable. If no such election is made within the foregoing time period, the arbitration procedure in Article V shall be followed.

As soon as possible after this Agreement becomes final and binding, a panel of six (6) umpires shall be selected by the parties. Each umpire shall serve until the termination of this

Agreement unless his or her services are terminated earlier by written notice from either party to the other. The umpire shall be notified of his or her termination by a joint letter from the parties. The umpire shall conclude his or her services by settling any grievance previously heard. A successor umpire shall be selected by the parties. Umpires shall be assigned cases in rotating order designated by the parties. If an umpire is not available for a hearing within twenty (20) working days after receiving an assignment, the case will be passed to the next umpire. If no one can hear the case within twenty (20) working days, the case will be assigned to the umpire who can hear the case on the earliest date.

The procedure for expedited arbitration shall be as follows:

- a. The parties shall notify the umpire in writing on the day of agreement or date of arbitration demands in suspension cases to settle a grievance by expedited arbitration. The umpire shall notify the parties in writing of the hearing date.
- b. The parties may submit to the umpire prior to the hearing a written stipulation of all facts not in dispute.
- c. 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 he or she can rely, that the hearing is in all respects a fair one, and that all facts necessary to a fair and reasonably obtainable settlement are brought before the umpire.
- d. 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. The umpire shall give his or her settlement within five (5)

working days after receiving the briefs. He or she shall provide the parties a brief written statement of the reasons supporting his or her settlement.

- e. The umpire's settlement 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 settlement or a modification thereof is adopted by the written concurrence of the representatives of each party at the final step of the grievance procedure.
- f. The time limits in a. and d. of this Article may be extended at the request of either party or the umpire. If either party objects to a requested extension, the umpire shall rule on the request. Such extensions shall not circumvent the purpose of this procedure.
- g. In any grievance arbitrated under the provisions of this Article, the Company shall under no circumstances be liable for backpay 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 concurs shall not be included in such additional time.
- h. The umpire shall have no authority to add to, subtract from or modify any provisions of this Agreement.
- i. The decision of the umpire will settle the grievance, and the Company and the Union agree to abide by such decision. 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.

- j. The time limit for requesting arbitration under this provision shall be the same as in existing procedures.

ARTICLE VII
LEAVES OF ABSENCE FOR UNION
REPRESENTATIVES ON UNION BUSINESS

Section 1. Employees of the Company in the Bargaining Unit who are either elected officers of the Union, or are designated in accordance with Section 3. of this Article as its representatives, will be excused from regular work with the Company or be granted formal leaves of absence to attend to business matters pertaining to the Union (AFL-CIO in addition to Communications Workers of America), subject to the following provisions:

Section 2. The Union recognizes that service requirements as determined by the Company must be taken into account in determining the number of employees to be excused or granted leaves of absence during any one time from the Bargaining Unit. Except where it is impossible because of time or other circumstances, such Union officer, steward, or designated representative shall give his or her supervisor one week's prior notice of his or her intention to be absent from duty for Union business.

Section 3.

- a. Subject to the limitations in Sections 1. and 2. next above, any such Union officer included on a list or lists furnished to the Company by the Union, or where specifically designated by a CWA Representative, or by the Vice President of the Union to the Company Vice

President-Human Resources, any elected or designated Union steward or representative may, upon request to his or her supervisor, be excused without pay from assignment to Company duty for intervals aggregating not in excess of sixty (60) normally scheduled work days during any calendar year, and during the same period not more than a total of six (6) Union officers and representatives from the Bargaining Unit, specifically designated by the Vice President of the Union to the Company Vice President-Human Resources, may upon request be excused without pay from assignment to Company duty for intervals aggregating not in excess of one hundred fifty (150) normally scheduled work days during such year.

- b. (1) Where, under the provisions of this Agreement, an employee representative of the Union is engaged in meetings with the Company with respect to Collective Bargaining (as defined in Article I hereof) or
- (2) Where, under the provisions of the 2009 Departmental Agreement between the Union and the Company, an employee is protected against loss of pay for time consumed in meetings with the Company with respect to complaints or grievances, then neither the time spent in any such meeting nor the time necessarily consumed in traveling to or from such meeting shall be taken into account in computing absence covered by this Section 3.

Section 4. Subject to the limitations in Sections 1. and 2. of this Article and in this Section 4, when an officer or designated representative of the Union requires time off from assigned Company duties to attend solely to Union matters, either before

or after exhausting the time allowed without pay provided in Section 3. above, he or she will be granted a leave of absence without pay either upon the initiative of the Company or upon the request of the Vice President of the Union to the Company Vice President-Human Resources, provided that:

- a. No such leave of absence shall be for an initial period of less than thirty (30) calendar days or more than one (1) year, nor shall the total cumulative period of all such leaves of absence for any one employee exceed fifteen (15) years; and
- b. No more than a total of six (6) Union officers and designated representatives may be granted such leaves of absence at any one time at the request of the Union.

Section 5. All leaves of absence granted under this Article will be granted with the following conditions:

- a. During the absence the employee shall retain eligibility, if any, according to term of service, for the Medical Plan, the Dental Plan, the Group Life and Accidental Death or Dismemberment Insurance, and the Vision Plan, provided that:
 - (1) The employee shall pay his or her pro rata share of the premiums for the Medical Plan, the Dental Plan and the Vision Plan.
 - (2) The Company shall pay the premium for the Group Life and Accidental Death or Dismemberment Insurance.
- b. During the absence the employee shall retain eligibility, if any, according to term of service, to

- (1) Payments subject to the 2009 Departmental Agreement for absence due to illness during first seven (7) days after expiration of the leave,
 - (2) Disability benefits beginning on the eighth day after expiration of the leave,
 - (3) Death benefits and pensions.
- c. The period of absence will not be deducted in computing term of employment, and the period of absence will not be credited for wage progression purposes.
- d. The pension base shall not in any manner be affected by a leave of absence granted pursuant to this Article. Should an employee on such leave elect to retire at the termination thereof, the employee's pension base, if any, shall be computed as if the employee were continually employed during the period of leave.

Section 6. A leave of absence granted under the terms of this Article will be terminated (a) whenever the Union shall cease to be the bargaining representative for the employee or the Bargaining Unit, or (b) upon expiration of the period for which the leave is granted, or (c) prior to such expiration, upon the date an employee shall return to work following assignment by the employee's supervisor.

Section 7. Any employee excused from duty or granted a leave of absence under this Article will be restored to the status of an active employee at the termination of his or her absence, provided that, had the employee remained in active service during the period of the absence, such employee would be qualified and eligible to retain his or her former position or an equivalent position.

No physical or occupational examination shall be required as a requisite of reemployment except where an obvious physical or mental condition exists which requires medical advice regarding job placements or fitness for work.

The rate of pay upon return shall be that rate at the same point on the wage schedule the employee occupied when he or she left; that is, any modification in wage progression schedules effected while the employee is on leave which changes the occupational rate in effect at the time of the leave, will be applicable to the employee upon his or her return.

Section 8. All rights of an employee under a leave of absence granted under this Article shall terminate if the employee resigns his or her employment with the Company or accepts employment with a new or different employer other than the Union, prior to the expiration of the leave.

Section 9. An employee returning to work during the vacation year at the expiration of a leave of absence under this Article which began on or prior to the first day of the vacation year, will be eligible for such vacation to which his or her term of service entitles the employee for the year during which he or she returns to work, provided that such return to work be before November 1 and provided further that an employee on a leave of absence which began on or prior to the first day of the vacation year taken under the provisions of Section 3. or Section 4. of this Article, or combination thereof, shall not interrupt that absence for the purpose of taking his or her vacation at Company expense.

ARTICLE VIII

PENSIONS, DISABILITY BENEFITS, AND DEATH BENEFITS

During the term of this Agreement, no change may be made without the consent of the Union in the existing "AT&T Pension

Benefit Plan and AT&T Disability Income Program," which would reduce or diminish the benefits or privileges provided thereunder. Any claim that such benefits or privileges have been so diminished or reduced may be presented as a grievance and if not resolved by the parties under their grievance machinery may be submitted to arbitration pursuant to the provisions of Article V hereof but in any such case any decision or action of the Company shall be controlling unless shown to have been discriminatory or in bad faith and only the question of bad faith or discrimination shall be subject to the grievance procedure or arbitration.

ARTICLE IX
SUPPLEMENTAL INCOME PROTECTION PROGRAM

Section 1. 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 of any job title in any work location which will necessitate layoffs or involuntary permanent reassignments of regular employees to different job titles 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, as of the effective date of termination of employment (whether or not eligible for a service pension) in the affected job titles and work locations who have at least twenty years of net credited service and whose age and years of net credited service, in sum, total seventy-five or more as of the effective date of the termination of employment, 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 benefits described in Section 4. of this Article subject to the following conditions:

- a. The Company shall determine the job titles and work locations in which a surplus exists, the number of employees in such titles and locations who are considered to be surplus, and the period during which the employee may, if he or she so elects, leave the service of the Company pursuant to this Article. Neither such determinations by the Company nor any other part of this Article shall be subject to arbitration.
- b. The number of employees who may make such election shall not exceed the number of employees determined by the Company to be surplus.
- c. 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.

Section 2. Subject to the limitations in Sections 4. and 6., employees who so elect to leave the service of the Company and receive Supplemental Income Protection benefits may receive in combination with such benefits a termination allowance, if otherwise entitled, in an amount determined in accordance with basic contract provisions.

Section 3. Supplemental Income Protection payments for employees who so elect to leave the service of the Company in accordance with Section 1. shall begin within one month after such employee has left the service of the Company to continue until (i) 48 payments have been made; or (ii) when an employee leaves the service of the Company within 48 months prior to his/her 67th birthday, the remaining monthly payment(s) will be received no later than the 67th birthday, as one final payment; or (iii) when an employee leaves the service of the Company on or

after his/her 67th birthday, the full 48-month benefit amount will be paid out in 24 monthly payments, the last of which shall be made no later than 24 months after the employee's termination.

Section 4. For an employee who so elects in accordance with Section 1, the Company will pay monthly as Supplemental Income Protection payments; (i) \$8.00 for each year of net credited service (including a prorated amount for any partial year of net credited service) plus (ii) 40% of the final full-time basic weekly or equivalent wage rate for the employee's job title and location adjusted as set forth in Section 5. for any periods of part-time service of the employee. In no case, however, shall the monthly payment hereunder exceed in aggregate a total of \$425.00 per month. In addition to the monthly benefits, for an employee who so elects in accordance with Section 1, the Company will pay a lump sum payment based on years of net credited service (prorated for part-time service as set forth in Section 5) as follows:

20 to 25 years	\$2200
25 to 30 years	\$2750
30 years and Over	\$3300

Such lump sum payment will be made within sixty (60) days after the employee has left the service of the Company or, at the employee's option, will be made in the first quarter of the calendar year following the employee's termination of service. The maximum amount of Supplemental Income Protection benefits payable including any lump sum payment shall in no event exceed a total of \$23,700.

Section 5. The years of net credited service and the final full-time basic weekly or equivalent wage rate as used in the preceding Section for purposes of determining the monthly payment and the lump sum payment shall be prorated for any period of time during which an employee is employed on a part-

time basis in the proportion of such employee's basic rate of pay during any such period to the basic rate of pay for an equivalent full-time employee in the same job title, classification, and work group during the same period in the same manner as calculated in the ATPBP or its applicable successor Plan.

Section 6. In no event shall the combination of Supplemental Income Protection payments (including any lump sum payment) and any termination, layoff or similar allowance paid exceed the equivalent of twice the employee's annual compensation at the basic weekly wage rate (or its equivalent) received during the year immediately preceding the termination of service. To the extent necessary, Supplemental Income Protection payments shall be reduced by the amount of any termination, layoff or similar allowance paid to the employee so that the combination of Supplemental Income Protection payments and termination or other allowance payments does not exceed the equivalent of twice the employee's annual compensation at the basic weekly wage rate (or its equivalent) for the year immediately preceding the termination of service.

Section 7. As used in this Article, "annual compensation at the basic weekly rate (or its equivalent)" or "basic weekly wage rate (or its equivalent)" does not include tour or temporary differentials, overtime pay, or other extra payments.

Section 8. In addition to the conditions set forth above, any payments to a recipient hereunder shall be suspended upon the happening of any of the following:

- a. Reemployment of the recipient by the Company; or
- b. Employment of the recipient by an affiliate or subsidiary company within the same control group of companies as is the Company.

ARTICLE X
VOLUNTARY INCOME PROTECTION PROGRAM

Section 1. 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 operations) has or will create a surplus in any job title in any work location which will necessitate layoffs or involuntary permanent reassignments of regular employees to different job titles involving a reduction in pay or to locations requiring a change of residence, or if a force surplus necessitating any of the above action exists for reasons other than technological change and the Company deems it appropriate, employees:

- a. who are as of the effective date of termination of employment in the affected job titles and work locations;
- b. who have at least two years of net credited service; and,
- c. who are not eligible for Supplemental Income Protection payments, as of the effective date of the termination of employment, 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 Voluntary Income Protection benefits described in this Article subject to the following conditions:
 - (1) The Company shall determine the job titles and work locations in which a surplus exists, the number of employees in such titles and locations who are considered to be surplus, and the period during which the employee may, if he or she so elects, leave the service of the Company pursuant to this Article. Neither such determinations by the Company nor any other part of this Article shall be subject to arbitration.

- (2) The number of employees who may make such election 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 Voluntary 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.

Section 2. In any force surplus situation where this provision may be applicable it will not be implemented by the Company unless and until employees in the affected job titles and work locations who are eligible have had an opportunity to elect to leave the service of the Company and receive Supplemental Income Protection benefits.

Section 3. Voluntary Income Protection payments for employees who so elect to leave the service of the Company in accordance with Section 1. shall begin at the next applicable payroll date after such employee has left the service of the Company. Payments will not continue beyond 60 weeks after the employee has left the service of the Company. Payments will be made coincident with normal payroll periods for the work group in which the recipient was employed immediately prior to terminating employment.

Section 4. For an employee who so elects in accordance with Section 1, the Company will pay as Voluntary Income Protection payments:

- a. for each year of net credited service up to ten (10) years, one week of pay; and
- b. for each year of net credited service in excess of ten (10) years up to twenty (20) years, two weeks of pay; and,

- c. for each year of net credited service in excess of twenty (20) years up to thirty (30), three weeks of pay.

Such pay shall be equal to the recipient's basic rate of pay at the time of termination of employment. For any partial year of service, the payments set forth above will be prorated.

Section 5. In addition to the payments set forth in Section 4, for an employee who so elects in accordance with Section 1, the Company will reimburse the employee for actual expenses incurred for relocation costs, tuition or training costs, or job placement expenses related to seeking other employment, or any combination thereof, up to an amount not to exceed \$600 for each year of net credited service (prorated for any partial year of service) to a maximum of \$3,000. Any such expenses for which reimbursement will be made must be approved by the Company prior to being incurred and must be incurred within one year from the date of termination of employment except that reimbursement for tuition or training cost will be made for such expenses incurred within two (2) years from the date of termination of employment.

Section 6. The years of net credited service and the final full-time basic weekly or equivalent wage rate as used in this Article for purposes of determining the periodic payment and the lump sum reimbursement shall be prorated for any period of time during which an employee is employed on a part-time basis in the proportion of such employee's basic rate of pay during any such period to the basic rate of pay for an equivalent full-time employee in the same job title, classification, and work group during the same period in the same manner as a termination allowance is calculated.

Section 7. In no event shall the Voluntary Income Protection payments (including any lump sum reimbursement) and any

other allowance paid exceed the equivalent of twice the employee's annual compensation at the basic weekly wage rate (or its equivalent) received during the year immediately preceding the termination of service. To the extent necessary, the Voluntary Income Protection payments shall be reduced by the amount of any such other allowance paid to the employee so that the combination of Voluntary Income Protection payments and other allowance payments does not exceed the equivalent of twice the employee's annual compensation at the basic weekly wage rate (or its equivalent) for the year immediately preceding the termination of service.

Section 8. As used in this Article, "annual compensation at the basic weekly rate (or its equivalent)" or "basic weekly wage rate (or its equivalent)" does not include tour or temporary differentials, overtime pay, or other extra payments.

Section 9. In addition to the conditions set forth above, any payments to a recipient hereunder shall be suspended upon the happening of any of the following:

- a. reemployment of the recipient by the Company; or
- b. employment of the recipient by an affiliate or subsidiary company within the same control group of companies as is the Company.

ARTICLE XI

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 insure 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 accordance with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees in the Bargaining Unit. Each party shall bring to the attention of all employees in the Bargaining Unit, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and the measures they have agreed upon to insure adherence to this purpose.

Further, during the orientation of new hires each party will bring to the attention of new employees the relationship between the parties and the Union's role as the bargaining representative of employees.

ARTICLE XII
NONDISCRIMINATION

In the 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, age, or national origin or because he or she is a qualified individual with a disability, a disabled veteran, or a veteran of the Vietnam era and other veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

ARTICLE XIII
TECHNOLOGICAL CHANGE COMMITTEE

The Company and the Union recognize that technological changes in equipment, organization, or methods of operation have a tendency to affect job security and the nature of the work to be performed. The parties, therefore, will attempt to diminish

or abolish the detrimental effects of any such technological change by creating a joint committee to be known as the Technological Change Committee to oversee problems and recommend solutions of problems in this area as set forth below.

It is agreed that a Technological Change Committee be constituted in each Company. Such Committee will consist of not more than three (3) representatives of the Company and not more than three (3) representatives of the Union.

Such Committee may be convened at the option of either party at mutually agreeable times.

The purpose of the Committee is to provide for discussion of major technological changes (including changes in equipment, organization, or methods of operation) which may affect employees represented by the Union. The Company will notify the Union at least six (6) months in advance of planned major technological changes. Meetings of the Committee will be held as soon thereafter as can be mutually arranged. At such meetings, the Company will advise the Union of its plans with respect to the introduction of such changes and will familiarize the Union with the progress being made.

The impact and effect of such changes on the employees shall be appropriate matters for discussion. The Company will discuss with the Union:

- a. What steps might be taken to offer employment to employees affected:
 - (1) In the same locality or other localities in jobs which may be available in occupations covered by the collective bargaining agreements between the parties;

- (2) In other occupations in the Company not covered by the collective bargaining agreement;
 - (3) In other associated companies.
- b. The applicability of various Company programs and contract provisions relating to force adjustment plans and procedures, including Supplemental Income Protection Program, Reassignment Pay Protection Plan, Voluntary Income Protection Program, termination allowances, retirement, transfer procedures and the like.
 - c. The feasibility of Company providing training for other assignments for the employees affected. (Example: Sponsorship of typing training on Company time.)

The Committees shall not formulate policy or arrive at binding decisions or agreements, but rather shall be charged with the responsibility to develop facts and recommendations so that the Company can make well-informed decisions regarding the matters covered by this provision.

ARTICLE XIV COMMON INTEREST FORUM

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

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

- b. Discussing and reviewing innovative approaches to enhance the competitiveness of the Company and improve employment security; and
- c. Improving understanding and relationships between the parties and avoiding unnecessary disputes by cooperatively addressing significant changes and developments in the Union or Company environment.
- d. Providing a forum for the exploration and discussion of national health care issues, including present and future possible alternative approaches to cost containment. In addition, the Common Interest Forum will recommend joint Union and Company actions in an effort to influence national health care policy.

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

This forum will also appoint members to establish a Work and Family Committee. The Committee will consist of an equal number of Union and Management persons. Meetings will be convened by the Committee members at mutually agreeable places and times no less often than quarterly. The Union and the Company will each be responsible for the respective costs and expenses of their representatives on the forum or Committee appointed by this forum.

The Work and Family Committee will be established to address the following areas:

- a. Consideration of changes in and outside the workplace to assist employees in managing their child care and work arrangements.
- b. Consideration of possible formats or new methods of handling personal problems experienced by employees and their families which are covered under the Employee Assistance Program.
- c. Consideration of safety and health issues from a workplace environment perspective.
- d. Any other topics of mutual interest brought to the Committee's attention by either the Union or Management which involves balancing the workplace demands with family responsibilities or involves safety or health.

The Company shall compensate no more than two (2) employee Union representatives for a maximum of four (4) days each year, unless otherwise agreed upon between the Company and the Union, for participation on this Committee. Such compensation shall be at the employee's basic wage rate or salary. All other costs and expenses of their representatives shall be borne by the respective parties.

It is the intent that such forum support the collective bargaining process, the established contractual dispute resolution procedures, and the existing joint Union-Management committees.

ARTICLE XV
TRAINING/RETRAINING

In the present environment of fast-paced technological developments and structural changes, the parties recognize the benefits in offering to employees training and retraining programs for personal or career development or in the event their existing jobs are displaced. At the Company's expense, training and retraining programs are offered to employees for personal or career development, and to employees being displaced to qualify for job vacancies as anticipated by the Company.

The personal or career development training and the job displacement retraining programs contemplated by this Article will be generic in nature and separate and distinguished from the current job specific training instruction.

A Training Advisory Board comprised as set forth below will be established to assist and advise in the training efforts encompassed by these programs.

Personal or Career Development Training

Personal or career development training programs will be designed as an educational self-development aid to assist employees in their personal development or preparing themselves for career progression opportunities or job changes within the Company.

Training under such program will be generic in nature as opposed to job specific and will cover technical, sales, clerical, and other fundamental skills.

Any regular employee with at least one year of net credited service will be eligible to participate in such training program under the terms of such program.

Participation by employees in the personal or career development training program will be voluntary, and time spent by employees in such training will be outside scheduled working hours and not paid or considered as time worked for any purpose.

Successful completion by an employee of any training or courses offered pursuant to such program will be taken into account by the Company when considering the employee for an upgrade or transfer.

Job Displacement Training

Job displacement training programs will be designed to prepare employees whose jobs are being displaced or whose jobs are being restructured to a wage schedule with a lower maximum wage rate to enhance their ability to qualify for anticipated job vacancies within the Company.

Employees will be informed of potential displacements as soon as possible and depending on the number of any anticipated job openings will be offered training, if necessary, which is intended to enable them to qualify for such job openings in the Company.

All regular employees who are notified of potential displacement of their current jobs or restructuring to a lower rate will be eligible to participate in such training program regardless of length of service.

Participation by employees in the job displacement training program will be voluntary, and time spent by employees in such training will be outside scheduled working hours and not paid or considered as time worked for any purpose unless the company determines it appropriate in specific instances to permit the employees to receive such training during workings hours.

Training Advisory Board

The Training Advisory Board consists of three (3) Union representatives and three (3) Management representatives (one of whom will be the person in the Company responsible for training) who will meet periodically and have responsibility for:

- a. furnishing advice to the Company on personal or career development and job displacement training courses and curricula;
- b. reviewing and making recommendations regarding training delivery systems (e.g., technical schools, community colleges, home study programs, etc.) available to be used by the Company;
- c. evaluating the effectiveness of such training programs and courses and the delivery systems utilized; and,
- d. encouraging employees to participate in and successfully complete the available training courses.

The Union and the Company will each be responsible for the respective costs and expenses of their representatives' participation on the Training Advisory Board and will share equally in the joint costs and expenses incurred by the Board.

Nothing in this program will supersede any applicable promotion or transfer provisions of this contract.

ARTICLE XVI MILITARY SERVICE

Employees entering into the Armed Forces of the United States shall be entitled to leaves of absence and, upon discharge

or the end of reserve duty, to reemployment rights (including but not limited to wage, seniority, job placement and benefit treatment) to the extent provided for under current and subsequently enacted federal law, which is applicable to the Company, including applicable provisions of the Veteran's Reemployment Rights statute (38 USC §2021, et seq.).

ARTICLE XVII
OUTSIDE CONTRACTING

In making decisions regarding contracting out work, it is Management's objective to consider carefully the interests of both customer and employee along with all other considerations essential to the management of the business. For various reasons, including but not limited to law, regulations, necessity for performance of work within the bargaining unit in an efficient and cost effective manner so as to assure continued competitive viability of products and/or services, changing industry structure, economic conditions, and business considerations, it is not possible to make specific commitments on contracting out work elements of the business.

Unless one or more of the above mentioned reasons indicates a contrary determination, it will continue to be the general policy of the Company that traditional directory work will not be contracted out if it will currently and directly cause layoffs or part-timing of employees.

ARTICLE XVIII
PRIOR AGREEMENTS

This Agreement supersedes and cancels the 2004 Agreement of General Application that became effective December 4, 2004.

ARTICLE XIX
DURATION

This Agreement shall become effective as of December 5, 2009, and shall continue until 11:59 p.m., on December 6, 2013, at which time it will terminate unless extended by mutual agreement in writing prior to said termination date.

IN WITNESS WHEREOF, Communications Workers of America and Southwestern Bell Yellow Pages, Inc. have caused this Agreement to be executed by their respective duly authorized officers and representatives, as of the day and year first above written.

COMMUNICATIONS WORKERS OF AMERICA

BY ANDY MILBURN

APPROVED BY

LARRY COHEN
President
Communications Workers of America

SOUTHWESTERN BELL YELLOW PAGES, INC.

BY KENNETH D. FOBBS

APPROVED BY

JOSÉ GUTIÉRREZ
President and Chief Executive Officer
AT&T Advertising Solutions

**MEMORANDUM OF UNDERSTANDING
REGARDING PART-TIME EMPLOYEES**

PART-TIME EMPLOYEES

A part-time employee is one who is employed and normally scheduled to work less hours per average month than a comparable full-time employee in the same job title, classification, and work group working the same normal daily tour.

**CLASSIFICATION AND TREATMENT OF
PART-TIME EMPLOYEES**

1. Except for payment for overtime hours worked, all hours worked by a part-time employee and any employee who is transferred to or employed by any new unregulated subsidiary or affiliated entity shall be paid at the equivalent basic hourly rate for a comparable full-time employee working a normal daily tour in the same job title, classification, and work group. Payment to a part-time employee for hours worked in excess of an equivalent normal daily tour or work week for a comparable full-time employee shall be at the applicable overtime rate for a comparable full-time employee based on such part-time employee's basic hourly rate.

2. The classification of a part-time employee is based on the employee's "part-time equivalent work week" 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 work week" classification of 16.)

3. The "part-time" equivalent work week" classification of each part-time employee shall be reviewed by the Company no less often than every six (6) months on April 1 and October 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.
4. Employees, who work as regular part-time employees, payments to a regular part-time employee for sickness disability, accident disability, or death benefits under the "AT&T Pension Benefit Plan or the AT&T Disability Income Program," vacations, holidays, anticipated disability leave, sickness absence (not under the "AT&T Disability Income Program"), or termination allowance (or its equivalent) shall be prorated based on the relationship of the individual part-time employee's "part-time equivalent work week" to the normal work week of a comparable full-time employee in the same job title, classification, and work group. A part-time employee shall not be paid for time not worked on a holiday or for absence due to sickness (not under the "AT&T Disability Income Program") unless such holiday or absence due to sickness occurs on a day of the week on which the employee is normally scheduled to work.
5. Employees who work as part-time employees shall, if otherwise eligible to participate under the terms of such plans, be eligible for coverage under the Medical Plan, Dental Plan, and Vision Plan, as follows:

- a. Employees whose part-time equivalent work week classification is sixteen (16) or less shall be eligible by enrollment and payment of 100% of the premiums for such coverage.
 - b. Employees whose part-time equivalent work week classification is seventeen (17) through twenty-four (24) shall be eligible by enrollment and payment of 50% of the premiums for such coverage.
 - c. Employees whose part-time equivalent work week classification is twenty-five (25) or more shall be eligible for such coverage on the same basis as a regular full-time employee.
6. Part-time employees regardless of classification, shall be eligible for Excused Work Days on a prorata basis based upon the ratio of any such part-time employee's equivalent work week to the normal work week of a comparable full-time employee.
7. This Memorandum is the result of collective bargaining and expresses the general principles governing the treatment of part-time employees. These principles are incorporated, as appropriate, in the Agreement between Southwestern Bell Yellow Pages, Inc. and the CWA and will expire or be changed through future amendments to those particular Agreements.

For the Union:

Bill Wildoner

For the Company:

R. M. Edmondson

**MEMORANDUM OF UNDERSTANDING REGARDING
COMMISSION SPLITTING ON REFERRED ACCOUNTS
BETWEEN PREMISE AND TELEMARKETING SALES
ORGANIZATIONS**

EFFECTIVE DECEMBER 5, 2009

This Memorandum of Understanding is entered into by Southwestern Bell Yellow Pages, Inc. and Communications Workers of America for the purpose of continuing a trial program with regard to commission splitting on referred accounts between Account Representatives and Sales Representatives. The Company or the Union may terminate the trial at any time after having provided reasonable written notice to the other. Furthermore, the Company shall be under no obligation to continue or establish commission splitting on referred accounts as a result of the trial.

The following procedures will be implemented in all sales offices, existing or to be established within the trial period in Southwestern Bell Yellow Pages, Inc.

1. Commission splitting shall take place when an account is referred between premise and telemarketing sales organizations. Commissions generated on the account shall be paid proportionately to each Representative in the following manner:

The Representative referring the account is entitled to 50% of the total commissions on the account. The Representative receiving (handling) the account would be entitled to 50% of the total commissions on the account.

2. Management in the receiving organization will assign referral accounts to ensure timely handling. Referral accounts will be assigned to the receiving Representative.
3. Accounts referred between sales organizations will require Management approval from both organizations. The receiving organization shall retain the right to refuse any account prior to assignment to a Representative.
4. In the event a loss of revenue occurs on a referred account, the receiving Representative will close the account and obtain appropriate customer approval for the upcoming directory issue. The account, in its entirety, will then be returned to the referring sales organization and reassigned to and reported by the original Representative. The commissions paid on the account will be split, between the receiving and referring Representatives as described above, even though the results on the account will be reported by the Representative originally referring the account.

Commissions recovered due to cancellation of orders prior to the rendition of the bill, customer non-pay, Representative's error, or Specifications and Standards violation will be handled in the following manner:

The Commission Advance Recovery amount will be divided proportionately between both sales organizations according to the ratio of commission payment. The applicable adjustment amounts will be applied to both the referring and receiving Representatives. The adjustment amounts will be calculated and

recovered according to the appropriate Commission Advance Recovery provisions in Article XXVI of the 2009 Departmental Agreement.

For the Union:

Bill Wildoner

For the Company:

R. M. Edmondson