

2015

Labor Agreements

**Communications Workers of
America**

and

***YP Connecticut Information
Services LLC***

Wage and Working Practices Binder

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BASIC CONTRACT
Between
YP CONNECTICUT INFORMATION SERVICES LLC

and

COMMUNICATIONS WORKERS OF AMERICA (CWA)

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CONTRACT

between

YP CONNECTICUT INFORMATION SERVICES LLC

and

COMMUNICATIONS WORKERS OF AMERICA (CWA)

This Contract is entered into, effective this **April 8, 2015**, by and between YP Connecticut Information Services LLC (hereinafter the "Company") and the Communications Workers of America (CWA), (hereinafter the "Union").

Whereas, the Union has been designated and selected by the majority of the bargaining unit employees of the Company as the exclusive bargaining agent for all such employees for the purpose of negotiating with the Company relative to rates of pay, wages, hours and all other conditions of their employment, and

Whereas, the Company, in pursuance of the National Labor Relations Act, has agreed to full acceptance of the Union as the sole bargaining agent in all matters pertaining to rates of pay, wages, hours and working conditions for all its bargaining unit employees,

Now, therefore, in consideration of the promises and of the covenants and agreements herein set forth, the Company and the Union agree as follows:

ARTICLE I

PURPOSE

1. The purpose of this Contract is to stipulate those items already fixed by mutual agreement, outline the method of procedure in approaching agreement on controversial questions and to secure prompt and fair disposition of alleged grievances.
2. The Company and the Union agree that every effort possible will be made to reach mutually satisfactory conclusions on controversial matters.

ARTICLE II

BARGAINING UNIT EMPLOYEES

1. The Company and the Union mutually agree that bargaining unit employees shall be those with the job titles listed in Appendix A of this Contract. It is further understood that job classifications set up during the life of this Contract which are not management jobs shall be considered to be included in the bargaining unit.
2. The Company will inform the Union monthly of bargaining unit job titles that have been changed or discontinued and of new job classifications. Such notification will also include a statement of the essential duties of the new jobs, indicating those considered by the Company to be properly management. The final classification of new jobs as management or bargaining unit will be by mutual agreement. The Union will determine the eligibility of employees to membership in the Union.

ARTICLE III

GENERAL

1. Both parties will arrange to have their respective representatives meet to discuss matters of mutual interest, upon request and reasonable advance notice from either party to the other. Each party shall determine and designate the number and personnel of its own representation.
2. Union Representatives shall have full freedom of speech and action and are hereby guaranteed full protection from discrimination on account of any action taken in good faith in the performance of their duties. No discrimination of any character whatsoever shall be exercised against any employee because of membership in or action on behalf of the Union.
3. The Company will not negotiate as to matters within the provisions of this Contract, with individual employees or groups of employees.
4. Such Company records or true copies thereof as are not deemed confidential shall be furnished promptly to the Union upon request.

ARTICLE IV

MANAGEMENT RIGHTS

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

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

Further, bargaining unit employees shall not be the exclusive selling agents of digital products for YP in the Region, though the Company shall not engage in a Force Reduction of any bargaining unit employee during the term of this Agreement, as a direct result of non-bargaining unit members selling digital products for YP in the Region. Further, no YP employee who is outside of the bargaining unit shall sell to advertisers who are assigned to Senior Account Manager or Account Manager territories. Any conflicts between YP employees regarding sales under this provision shall be resolved by a meeting between a regional management representative and a union representative.

ARTICLE V

WAGE AND WORKING PRACTICES

1. The wage and working practices as are applicable to bargaining unit employees within each of the various departments are incorporated herein as Appendix B. Such wage and working practices are subject to the terms and conditions of this Contract and shall not be changed during the period by this Contract without prior negotiations and mutual agreement. The applicable section of the wage and working practices that applies to all bargaining unit employees is designated in Appendix A.

ARTICLE VI

HOURS

1. A forty-hour or thirty-seven and one half hour week shall be the normal work week and an eight-hour or seven and one half hour day shall be the normal work day, subject to exceptions and conditions set forth in the WAGE AND WORKING PRACTICES of the Company.

ARTICLE VII

WAGES

1. Wage maxima, cost-of-living agreement and wage schedules are incorporated herein as Appendix A, Appendix C and Appendix D respectively.
2. Job Evaluation Plans as negotiated and agreed upon between the parties are incorporated herein by reference; New Job Titles, is incorporated herein as Appendix E.
3. Reduction in the wage of individual employees will not be made except for one or more of the following reasons or conditions:
 - a. Transfer to an occupation having a lower maximum;
 - b. Transfer to an occupation in which a training period is required in order to qualify for the rate received in the former occupation;
 - c. Reduction in the number of hours worked per week;
 - d. Unsatisfactory performance of duty, unsatisfactory personal conduct or action which can be proven to be detrimental to the interests of the Company.
4. Wage rates under conditions (a) and (b) above will be appropriate to the new assignment, whether the reassignment is caused by failure of the employee to perform satisfactorily in the former assignment, or by request of the employee.
5. When a reassignment results from reduction in work load which is not of short duration, wage rates under conditions (a) and (b) above will be appropriate to the new assignment.

ARTICLE VIII

FORCE ADJUSTMENTS

1. Whenever the Company deems it necessary for any reason to make force adjustments in any Company-defined entity (as defined in Policies and Procedures, Part 1, YP Connecticut Information Services LLC Transfer Plan, Paragraph I.e.), such adjustments shall be effected in the following order:
 - a. When a surplus condition exists (defined at the job title level within a Company-defined entity when the Company determines there are more people on a job title in an entity than are needed to perform the work of that particular job title in the entity) the Company shall (i) notify the Union; (ii) identify the impacted job title, the company-defined entity and the number of surplus employees in the job title and (iii) inform the Union as to whether the Company intends to layoff bargaining unit employees to relieve that surplus.

When the Company has jobs available to offer to surplus employees and therefore notifies the Union that it **does not intend to layoff** bargaining unit employees, the Company will proceed as follows:

(1) For the remaining life of the current Contract the Company will offer an **Enhanced Voluntary Severance Plan**¹ (EVSP) to incumbents in the impacted job title within the Company-defined entity. The offer may be accepted by incumbents in the impacted job title, in seniority order, up to the number of surplus declared for that job title. The offer will be available for one calendar week, and employees who accept the offer must be off the payroll within 10 weeks from the date of the notification to the Union of the surplus.

(2) If at the end of that week a surplus still exists at the job title level within a Company-defined entity, the Company will extend an offer of the EVSP to incumbents, in seniority order, in the impacted job title, in other Company-defined entities. The offer may be accepted, in seniority order, up to the number of surplus remaining in that job title. The offer will be available for one calendar week, and employees who accept the offer must be off the payroll within 9 weeks from the date of the notification to the Union of the surplus. Incumbents within the “surplus” job title in the Company-defined entity will be offered, on a senior volunteer basis, any positions vacated, in their job title, as a result of EVSP. Any positions remaining vacant (i.e., not selected by incumbents in the surplus job title within the company-defined entity) will be made available to the YP Connecticut Information Services LLC Transfer Bureau.

(3) If a surplus still exists at the job title level within a Company-defined entity following the offer of the EVSP, the Company will notify the Union

¹ **Enhanced Voluntary Severance Plan (EVSP) – in effect for remaining life of current Contract**

- Includes 6 mo.'s continuation of Company contribution to Medical Coverage (as long as employee continues to pay his/her portion of premium, if appropriate)
- Lump Sum Severance Payment as follows:

Completed Yrs. of NCS	Amount of Lump Sum Payment
(in weeks of Base Pay) *	
20 and over	52 weeks
19	46 weeks
18	42 weeks
17	40 weeks
16	38 weeks
15	36 weeks
14	34 weeks
13	32 weeks
12	30 weeks
11	28 weeks
10	26 weeks
9	20 weeks
8	18 weeks
7	16 weeks
6	14 weeks
5	12 weeks
4	8 weeks
3	6 weeks
2	4 weeks
1	2 weeks

*Account managers, Sales Executives and Senior account managers will receive two times base pay per week.

of its intent to initiate an **Involuntary Re-Deployment Process** to move “surplused” employees² to available jobs³ for which they are qualified. The notification will include a listing of surplused employees arranged in seniority order. The date of this notification will serve as the start date of an 8-week **Involuntary Re-Deployment Process**.

(4) The Involuntary **Re-Deployment Process** will be implemented in the following manner:

(a) “Surplused” Employees will have residency time requirements waived on their current title.

(b) “Surplused” Employees will be offered, on a priority placement basis⁴, in seniority order, all available positions⁵ for which they are qualified that are at or below the wage maximum established for the surplused title (lateral or downgrades). Employees must meet all applicable requirements of the position (e.g., must qualify on required tests) in order to be offered re-deployment to the position.

(c) An employee who is offered a position will have 24 hours from the time of offer within which to accept the job offer to any available job. If the employee declines the job offer to any available job, the employee will no longer be eligible for transfer, voluntarily or involuntarily, to another position and will be required to accept the EVSP offer and must be off the payroll within 8 weeks from the date of notification to the Union of the initiation of the Involuntary Re-Deployment Process.

(d) An employee’s surplus status will be removed once he/she has either accepted a reassignment through this process or accepted a normal transfer.

(e) Wage treatment in accordance with Paragraph 3.12 will cease if pursuant to a subsequent surplus declaration the employee selects a position under Article VIII paragraph 1.a.(4)(f) however, the employee will receive transition pay as appropriate.

(f) Employees who have been re-deployed through this process into a position with a wage maximum either at or below that of their

² **"Surplused" Employee** is defined as an employee who has been selected, in inverse-seniority order, in the surplused job title within a company-defined entity, as being within the scope of the surplus identified by the Company.

³ **Available Jobs** - In establishing the list of available jobs, the Company and Union will discuss work being done by Temporary employees and/or contract labor. The Company will extend every effort to make some of these positions available as Regular positions to the Transfer Bureau and to the available jobs listing for qualified "surplused" employees.

⁴ **Priority Placement Basis** - Surplused employee will have priority for lateral and downgrade positions in the Transfer Bureau before other transfer requests are considered for the available positions.

⁵ The Company will endeavor to ensure that surplused employees will have available positions, from which to select, which would entail a one-way commuting distance of no more than 50 miles further than his/her current one-way commuting distance.

surplused title will continue to have access to and may accept the provisions of the EVSP until which ever of the following occurs first:

- (1) they accept another position through the YP Connecticut Information Services LLC Transfer Bureau; or
- (2)
 - (a) Three (3) years from the effective date of their re-deployment for employees with ten (10) or more years or
 - (b) for employees with less than ten (10) years of service on the effective date of their re-deployment, the lesser of three (3) years from the effective date of their re-deployment or the period of time between the effective date of their re-deployment and the expiration date of the **2015 Labor Agreements** .
- (g) The title of employees re-deployed will be changed to conform to the title on the new position, and such employees will be subject to the working practices prevailing for other employees in that position.
- (h) There will be no retreat back to the supplused position within the normal six-month retreat period.
- (i) Residency time requirements on the new title to which the employee has been re-deployed will be waived until the employee transfers to a subsequent position.
- (j) Re-deployed employees will not have any priority consideration in the YP Connecticut Information Services LLC Transfer Bureau, and any transfer requests will be processed in the normal manner by the YP Connecticut Information Services LLC Transfer Bureau.
- (k) If a re-deployed employee subsequently transfers to another position, all of the normal YP Connecticut Information Services LLC Transfer Bureau rules will apply to any subsequent transfer or transfer request (e.g., must meet residency requirements of the new position).
- (l) All employees re-deployed under the Involuntary Re-Deployment Process will have two additional transfer requests automatically placed in the Available File⁷: 1) Original title, same location; 2) Original job title, any location. Residency time requirement on their new title will be waived and these automatic requests will be in addition their other requests. Automatic requests will remain in the Available File until the employee returns to their former title or is advanced to a level higher than their former title.

⁷ Available File is maintained by the Transfer Bureau, and includes employees who have "recall" rights to a job title from which they were laid off or redeployed and receive consideration for that job title before other employees.

(m) If a vacancy arises in the surplus employee's former title (or successor title) and location, the order of priority in filling that vacancy will be as follows:

(1) Recalls from layoff or re-deployment ("Article VIII Recall Rights") are honored in the following order:

(a) First: Combined seniority for "Recall From Layoff".

(b) Second: Combined seniority for "Recall From Involuntary Redeployment" and "Buyback Rights".

(2) Employees declared surplus (not yet placed).

(3) Employees in the MIT Program.

(4) Normal transfer requests.

(n) Fulfillment of either of the automatic transfer requests will remove the employee from the Available File. This will have no effect on any other transfer requests the employee has on file in the YP Connecticut Information Services LLC Transfer Bureau. If the employee had fulfilled all residency requirements prior to re-deployment, no new residency requirements will be required for a subsequent transfer. If the employee had not met residency requirements prior to re-deployment, the employee will be required to complete any remaining residency requirement. The time spent in any job(s) between the date of re-deployment and the date of recall from re-deployment will be counted for the purposes of meeting residency requirements.

(o) The effect of declining an automatic transfer request will be as follows:

(1) Original title - Original Location:
- Employee is removed from the Available File. If his/her pay is above the maximum for the present title, it will be reduced directly to that maximum.

(2) Original title - Any Location:
- Employee will be removed from the Available File for any locations to which they refuse an automatic transfer. They will remain in the available file for all other statewide locations.

When the Company has an insufficient number of jobs available to offer to surplus employees and notifies the Union that it **does intend to layoff bargaining unit employees**, the Company will proceed as follows:

b. The Company and the Union shall meet and jointly agree upon the definition of the groups (herein after referred to as "pools") within which layoffs

are to be effected should it be necessary to introduce layoffs. At a minimum, pools will be defined as an Equal Employment Opportunity (EEO) Job Group within an entity. Should the Company elect to combine EEO Job Groups across the Company for purposes of establishing layoff “pools”, the Company may retain up to ten percent (10%) of the employees slated for layoff in the “pool” based on criteria such as special skills or licenses.

c. In order to relieve the surplus, the Company shall first implement a voluntary exit incentive program, which will encompass either the payment provisions delineated in paragraph five (5) of this Article or a replacement negotiated voluntary termination program, within the impacted entity “pool(s)” or on a wider basis if the Company deems that it is appropriate. The voluntary exit incentive program will remain available to impacted employees for a minimum of fifteen (15) days.

d. If, at the conclusion of the voluntary exit incentive program, further force adjustments are deemed necessary by the Company, the Company shall provide the Union with formal written notification as to (i) the existence of a surplus condition by title and entity; (ii) its intent to implement a voluntary re-deployment process to relieve that surplus and (iii) its intent to introduce layoffs no earlier than thirty (30) days from the date of notification should voluntary re-deployment efforts fail to relieve the surplus condition.

e. The Company will initiate a voluntary re-deployment process to last a minimum of fifteen (15) days. This process will be available to all incumbents in surplus Titles. This process will make open positions* available to qualified employees identified for surplus on a seniority basis. Employees accepting positions in this voluntary re-deployment process will not have “retreat” rights to their original title. The Company will terminate any Temporary employees or Contract Labor performing the work of bargaining unit employees in the impacted “pool”.

*“Open Positions”: any positions available in the YP Connecticut Information Services LLC Transfer Bureau will be closed to normal Transfer Bureau candidates in order to be made available to either the Voluntary Re-deployment process or to employees designated for layoff.

f. If, at the conclusion of the voluntary re-deployment process, further force adjustments are deemed necessary by the Company, the Company shall again provide the Union with formal written notification as to its intent to introduce layoffs no earlier than fifteen (15) days from the date of notification.

g. The Company and the Union are committed to jointly explore all possible alternatives to layoff prior to the Company initiating layoffs. To that end, as soon as can be mutually arranged after the issuance of the formal written notification, the Company and the Union shall convene a joint committee of representatives to explore all alternatives to achieve the underlying cost reductions associated with the planned layoff. These options may include, but are not limited to changes to wage rates, benefit provisions and in work rules, changes in compensation practices relative to overtime and differential payments, changes in reimbursement practices or implementation of furloughing and/or part-timing work scheduling arrangements. This committee shall not formulate policy or arrive at binding decisions or agreements, but rather shall be charged with the responsibility to

develop recommendations to the Company and Union bargaining representatives during the notification period.

h. In the event there still remains the need to initiate layoffs, the Company will do so in accordance with the formal written notification referenced in paragraph f. The Company will terminate Contract Labor and Temporary employees performing services that employees designated for layoff are qualified to perform and that can be performed at comparable costs. Layoffs shall proceed as follows:

1. Upon determination of the number of individuals who will be impacted for severance by title, senior volunteers within that title may first offer to exit the business;
2. After all senior volunteers have been determined, if additional reductions are required, YP shall stack rank employees within the impacted title from top performance to bottom performance, utilizing performance data from the immediate preceding 24 months of service, as available;
3. The performance ranked list shall be divided into quintiles and each quintile reordered within, based on the highest seniority at the top, and lowest seniority at the bottom of each quintile;
4. Force reduced/laid off employees shall be selected beginning with the employees at the bottom of the lowest quintile, and working up the list, into the second lowest and other quintiles, as necessary. Selected employees shall be entitled to EVSP.
5. It is understood that Article VIII shall not be applicable in the transition from current roles to new roles, pursuant to Sales Roles and Compensation rollout.

2. In the event of an emergency or unusual peak work load conditions, the Company will attempt to utilize employees laid off under the provision of this article before engaging other contingency labor sources. Employees laid off by YP Connecticut Information Services LLC will be given preferential consideration for engagement as a Temporary employee if they are so registered.

a. Temporary needs in titles and entities which have been subject to layoff shall be filled as follows:

(1) The Company shall contact former employees who have "recall" rights (as defined in Paragraph 3 of this Article) to that title and entity, in seniority order, in order to offer them the Temporary assignment (regardless of prior application status).

(2) All provisions of the Temporary employee classification will be applicable; except, wage rates for these employees will be equivalent to the going rate for regular employees holding that title and contractual work rules applicable to these employees will be consistent with those applicable to regular employees holding that title.

(3) Acceptance of a Temporary assignment will not have an impact on "recall" rights or any previous severance payments.

b. Temporary needs in titles and entities which have not been subject to layoff shall be filled as follows:

(1) Preference shall be given to laid off employees who have applied for Temporary employment. All provisions of the Temporary employee classification would apply to these employees, should they accept the assignment; such acceptance will have no impact on “recall” rights or any previous severance payments.

(2) Select from remaining Temporary applicants.

3. If a vacancy should arise in a title (or successor titles) and organizational unit which has experienced layoffs, the Company will offer employment in order of seniority to employees who have been laid off from that title (or successor titles) and organizational unit, before initiating the YP Connecticut Information Services LLC transfer plan (Policies and Procedures, Part I). These “recall rights” will remain in effect for laid off employees provided that:

- a. Each such employee’s service at the time of layoff exceeds one (1) year and
- b. The period of layoff does not exceed:
 - two years for employees with less than six (6) years of seniority net credited service at the time of layoff, or
 - four years for employees with six (6) or more years of seniority net credited service at the time of layoff, and
- c. Such employee is still qualified to perform the duties of the available work and
- d. Such employee keeps the Company informed of the address at which the employee can be reached and reports for duty within four (4) weeks after notification of re-employment by registered mail.

An employee who declines an offer of employment to their former title (or successor titles) and organizational unit (at a location 50 miles or less from their former work location) will no longer have “recall rights” to their former title (or successor titles) and organizational unit.

4. Seniority, for the purpose of this article, shall be based on seniority net credited service as defined in General 1.14 b. (2) (a) (b).

5. Layoff Payments

- a. Except as otherwise specified below a regular employee with one or more years of continuous service since the latest date of engagement or reengagement who is laid off under the provisions of this article, shall receive a payment for each completed year of seniority net credited service as defined in General 1.14 a. as follows:

<u>Completed Years of Net Credited Service</u>	<u>Amount of Payment</u>
--	--------------------------

1	2 wks
2	3 wks
3	4 wks
4	5 wks
5	7 wks
6	9 wks
7	11 wks
8	13 wks
9	15 wks
10	17 wks
11	20 wks
12	23 wks
13	26 wks
14	29 wks
15	32 wks
16	35 wks
17	38 wks
18	41 wks
19	44 wks
20	48 wks
21 & over	52 wks

NOTE: Except as otherwise specified below and in the absence of a replacement negotiated voluntary exit incentive program, a regular employee with one or more years of continuous service since the latest date of engagement or re-engagement who voluntarily elects to leave the Company under the provisions of this article, shall receive a payment for each completed year of net credited service as noted in the above table, except the following maximum benefit amounts (i.e., voluntary exit incentive program) shall apply:

- If the participant's basic biweekly wage rate is \$2,179.00 (effective 4/6/08)* or less, his/her maximum benefit shall be \$26,000.

- If the participant's basic biweekly rate is greater than \$2,179.00 (effective 4/6/08)*, his/her maximum benefit shall be \$28,000.

* The amount will be increased whenever there is an adjustment to the wage progression schedules.

b. The employee's basic weekly wage plus any fixed differential shall be used as the basis for computing the amount of the layoff payment.

c. A regular part time employee whose employment is terminated pursuant to this article shall receive a layoff payment as provided in a. above, except that pay for each week shall be based on the employee's average basic weekly wage during the highest four (4) weeks during the twelve (12) months immediately preceding the week before the layoff. The average weekly pay shall not exceed the basic weekly pay for five (5) normal tours or their equivalent per week.

d. When an employee who has received a layoff payment is re-engaged as a regular employee and the number of weeks since the layoff is less than the number of weeks upon which the payment was based, the amount paid to the employee for the excess number of weeks shall be considered as advance pay and repayment shall be made in one lump sum or through payroll deductions at the rate of 10% of the current basic weekly wage until the excess amount is paid in full.

e. A reengaged employee who has received a layoff payment and who is again laid off shall be paid the difference between the computed payment to which the employee is entitled and the amount of any payment which the employee retained as a result of any previous layoff.

f. The layoff payment provided for above shall be in addition to any payment in lieu of vacation allowance to which the employee may be entitled as of the layoff date.

g. Layoff payments shall be made in one lump sum less any deductions required by law.

ARTICLE IX

NO STRIKE – NO LOCKOUT

During the life of this Agreement, the Union and the employees covered under this Agreement, shall not cause, call, or sanction strikes of any kind, boycotts, work stoppages or slowdowns which interfere with the Company's production or business.

In the event of any violation of the above paragraph occurs, which is unauthorized by the Union, the Company agrees that there shall be no financial liability on the part of the Union or any of its officers or agents, provided that in the event of such unauthorized action the Union promptly advises the members of the Bargaining Unit that such action is unauthorized and the involved members should return to work or cease such action.

The Company and the Union will work together to bring any such unauthorized action to an end.

The Company agrees that there will be no lockouts during the duration of this agreement.

ARTICLE X

REINSTATEMENT OF EMPLOYEE VETERANS

1. Employees who have been in military service on leaves of absence shall be reinstated in their former or equivalent positions in accordance with the following provisions:

a. Application for reinstatement is made within ninety (90) days after release from military service, or from hospitalization continuing after discharge for a period of not more than (1) year;

b. Military service has been satisfactorily completed as indicated by discharge papers;

c. They are still qualified to perform the duties of such positions;

d. When employees are unable immediately to return to work because of disability they will be reinstated as of the date of discharge from military service and will be eligible to sickness benefits in accordance with their net credited service.

2. Any employees reinstated in accordance with the above provisions shall be returned to the payroll at the rate of pay they would have received, if they had been continuously on duty with the Company during the absence, in the job classification they were in at the time they left.

ARTICLE XI

TRANSFERS AND PROMOTIONS

1. It is agreed that personnel placement is based upon the fitting together of people and jobs through consideration of the abilities, interests, personality, capacities, experience, training and physical qualifications of the individual and the requirements of the job. Recognizing that there will be a need for transfers from one occupation to another the Company will maintain a procedure to enable an employee to make known a desire to be considered for another position.

2. Selection of employees for transfer to other jobs will be made in accordance with the YP Connecticut Information Services LLC Transfer Procedure identified as Policies and Procedures Part 1 of this Contract.

3. In making promotions, Management shall select the employee with seniority provided the qualifications of the individuals considered for the position are judged by Management to be reasonably equal. In the event that a person with less service than other candidates is chosen, the following rule should apply. The greater the difference in length of service the more highly qualified must the person selected be to override that seniority.

4. For the purpose of this article seniority shall be based on seniority net credited service.

5. The promotion of an employee to a management job shall not be subject to arbitration as prescribed in Article XXII of this Contract.

6. Insofar as practicable, the Company will notify those employees who were candidates for the position of the reasons for the final selection before announcement is made of the employee selected. Any interested employee shall be informed of the reasons by initiating an interview with the supervisor.

ARTICLE XII

DISMISSALS AND PENALTIES

1. Dismissals or other penalties shall be effected for just cause only and not for purposes of discrimination against any member of the Union. In any action taken on account of unsatisfactory work or minor misdemeanor subsequent to the trial period, the

Company agrees to make a definite effort to provide another opportunity for further trial of the employee before final dismissal is effected.

2. In all cases of penalties and dismissals or other penalties, the employee's supervisor will notify the appropriate Chief Steward, or a higher level union officer if the Chief Steward is unavailable, prior to such action. If circumstances make this prior notification impossible, the supervisor will notify the Chief Steward immediately following such action and will inform the Chief Steward of the reason prior notification was not possible. In addition, the Director-Labor Relations shall notify the Union office in writing of any such action as soon as practicable with the exception of those releases which occur during the trial period. The withholding of a scheduled wage increase will be reported to the Union office by the Director-Labor Relations.

ARTICLE XIII

UNION REPRESENTATION

1. At any meeting between a representative of the Company and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion or discharge for cause) is to be discussed a Union representative will be present if the employee so requests.

ARTICLE XIV

GRIEVANCES

1. In the event differences arise between the Company and any of its employees or the Union as to the application, interpretation and administration of matters subject to the provisions of this Contract, provided the complaint is reduced to writing and delivered by a union representative within ninety (90) days of the action complained of shall be considered and handled as a formal grievance. The parties hereto agree to make a prompt and earnest effort to settle such differences to the satisfaction of all parties concerned, in the minimum number of steps in the following procedure:

GRIEVANCE PROCEDURE

Union

Management

Local Resolution

Chief Steward or
designee
Steward

Chairperson

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 appropriate CWA District One International Official in writing of the appropriate Company representative who is designated to hear grievances.) The parties shall meet on all Step 1 grievances within fifteen working days from the date of request.

Department Resolution

Department V.P. or designee Business Agent	Chairperson	Regional Vice President or Director/Executive Director or designated representative. The parties shall meet on all Step 2 grievances within thirty calendar days from date of request.
Chief Steward		

Corporate Resolution

CWA International Staff Rep. or designee Departmental VP	Chairperson	Director-Labor Relations or designated representative. The parties shall meet on all Step 3 grievances within thirty calendar days from date of request.
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Representation of the parties at each step will be generally as indicated but may vary at the discretion of the Chairman of either party and with advance notice. The parties shall reconvene or the party receiving the grievance shall respond with a decision within ten working days following meetings in each of the above steps. Failure to respond within such time frame shall result in the grievance automatically progressing to the next Step.

If not settled then either of the parties may request arbitration as prescribed in Article XXII of the Contract.

- NOTE:
- A. Time limit for local resolution, department resolution and corporate resolution shall be waived upon request of either party, with the other party's consent, which shall not be unreasonably withheld..
 - B. Representation of the parties at each step will be generally as indicated but either party may vary it by advance notice to the other party.
 - C. At the conclusion of any step in the grievance procedure, the grievance shall be considered as finally and satisfactorily settled unless taken to the next step within forty-five (45) days. 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 forty-five (45) days of the date the decision is communicated to the Union.

A decision made at the second level of the grievance procedure may be appealed to the third level of the grievance procedure provided such appeal is submitted within forty-five (45) days of the date the decision is communicated to the Union.

D. If the Company denies the grievance at the Department Resolution step, the Company shall provide written notice of such denial to the appropriate CWA District One International Official.

E. At the Corporate Resolution Step, the Company (Labor Relations) shall provide final disposition of the grievance to the appropriate CWA District One International Official.

2. Grievances arising out of the application, interpretation and administration of matters subject to the provision of this Contract ordinarily shall be processed in accordance with the above procedure.

3. The employee or employees initiating the case may accompany their Union Representative at any of the proceedings in the case. However, any individual employee or group of employees has the right at any time to present grievances to the Company and to have such grievances adjusted, without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Contract, and provided the Union has been given opportunity to be present at such adjustment.

4. The Company will permit aggrieved employees and their Union Representatives such necessary time off as conditions of the business permit, without pay, for conferring and preparing the employee's case.

5. If dismissed employees are subsequently cleared of charges preferred against them, the Company shall reinstate such employees and they shall receive full compensation for any loss of wages, less any amount received by them for their services elsewhere and as unemployment insurance benefits during the period of dismissal. If an employee suffers a penalty other than dismissal and is subsequently cleared, the Company shall fully compensate the employee for any loss of wages sustained while such penalty was in effect. In either case the Company shall restore the employee to the same status the employee would have attained if the dismissal or penalty had not been in effect.

6. 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.

7. At all steps of the grievance process, at the end of the meeting, the positions of both the Union and Management must be reduced to writing on the form adopted by the parties and signed by the Chairpersons of the meeting at the conclusion of the meeting. A copy shall be furnished to both parties.

ARTICLE XV

JOINT CONFERENCES

1. Joint conferences between Union and Company representatives shall be held upon request of either party, providing reasonable advance notice with a statement of the subjects proposed for discussion, shall be given to the other party. Reasonable advance notice shall ordinarily be interpreted as a period of not less than one (1) week nor more

than two (2) weeks, the exact period in each case to be determined by mutual agreement. Joint meetings to discuss grievances or emergency matters shall be held with a minimum of delay. The Executive Board, the President of the Union or their duly authorized representatives may meet with officials of the Company as occasion demands.

2. The Company will pay Union representatives for time off during scheduled working hours to attend joint conferences including any necessary time spent during scheduled working hours in traveling to and from such conferences. Union representatives shall return to regular duty at the conclusion of any joint conference which terminates a reasonable time prior to the completion of scheduled working hours. The Company will not pay transportation and meal expenses.

3. The chairman of the party requesting the joint conference will serve as the chairman of joint conferences between Union and Company representatives.

ARTICLE XVI

COLLECTION OF DUES

1. Upon written order signed by a bargaining unit employee, the Company will deduct from that employee's wages and pay over to the Union the amount specified in said order. The Union will reimburse the Company for the cost of making the transaction.

2. The Union agrees that at its own expense it will defend, indemnify, and save harmless the Company from and against all claims, demands, suits, damages, or expenses, of any kind whatsoever, arising out of or in any manner, except for the Company's own willful misconduct, incident to any action taken by the Company in complying with Section 1 of this Article XVI.

ARTICLE XVII

AGENCY SHOP

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 after such entrance, whichever of these dates is later, until the termination of this contract.

2. For purpose of this Article, "employee" shall mean any person entering into the bargaining unit. 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 30 days after the effective date of this agreement, until the termination of this agreement.

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

ARTICLE XVIII

PROMOTIONS AND TRANSFERS OF UNION OFFICERS

1. In the event of a proposed promotion, advancement or transfer of a Business Agent, Chief Steward or Executive Board member, the Company will give two (2) weeks written notice to the Union as well as notifying the individual involved.

ARTICLE XIX

UNION ACTIVITIES

1. No employee shall engage in any Union activity, except joint meetings with the Company's representatives, during work periods. Incidental activities associated with the functions of locals may be performed outside of such work periods, provided such activities are performed by Union members who are also employees and are carried on in space where no Company operations or administrative work is performed, or where such activities do not interfere with the operations of the Company or the use of the space by other employees for the purpose for which the space intended. In case of emergency, supervisors may excuse Union representatives from duty without pay, to carry on such activities.

2. Insofar as requirements of the business permit, employees will be excused from duty, without pay, when required to do Union work. Union representatives shall make arrangements with their immediate Supervisors in advance of such absences giving at least one (1) week's advance notice of the requested absence.

3. Conditions of work permitting, employees shall be excused from their normal tour of duty in periods of half days or whole days unless part of such periods can be used for productive work.

4. Union meetings shall not be held on Company property.

ARTICLE XX

FEDERAL OR STATE LAWS

1. Should any Federal or State law or regulations, or the final decision of any court or board of competent jurisdiction, affect any practice or provision of this Contract, the

practice or provision so affected shall be made to comply with the requirements of such law, regulation or decision for the localities within the jurisdiction; otherwise all other provisions of and practices under this Contract shall remain in full force and effect. Any changes made under this article shall be discussed and agreed upon jointly by the Company and the Union before written revisions are issued.

ARTICLE XXI

AMENDMENT

1. This Contract shall be subject to amendment by mutual agreement of the parties hereto at any time. The specific terms of such amendment shall be committed to writing and signed by a duly authorized Company representative and a duly authorized Union representative. Any announcement of such amendment shall be worded identically when issued separately by the Union and the Company.

2. It is expressly understood that this Contract does not cover all working conditions now existing or which may arise in the future. Both parties reserve the right to bargain regarding any working conditions not specifically covered in this Contract, nor reserved as a Management right under this Contract.

ARTICLE XXII

ARBITRATION

1. If, during the term of this Agreement, a difference shall occur, between the Union and the Company, with the exception stated in paragraph 5 of Article XI of this Agreement, and continue after all steps in the "Formal Grievance" procedure as defined in Article XIV in this 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 six (6) months net credited service, or, the dismissal for just cause of any commission sales employee 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 sales employee 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 XXIII of this Agreement.

2. In the event that either party hereto, within thirty (30) 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.

Hearings before the arbitrator shall commence as soon as possible and be carried to a conclusion as expeditiously as possible. The arbitrator shall hear and accept pertinent information submitted by both parties and shall render a decision in writing to both parties within the time limits agreed to by both parties.

No further proceedings shall be had under this Article nor shall the grievance thereafter be subject to arbitration under this Article if within six (6) months from the date of receipt by the Company of the Union's notice required, as above written, a hearing before the arbitrator has not commenced, except where the parties have stipulated in writing an extension of the six (6) month period or such extension as may be granted by the arbitrator.

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.

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.

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 XXIII

EXPEDITED ARBITRATION

1. In lieu of the procedures specified in Article XXI of this Agreement, any grievance involving the suspension of an individual noncommission employee, or, the suspension of any commission sales employee 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 XXII 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 XXII shall be followed.

2. As soon as possible after this Agreement becomes final and binding, a panel of three (3) umpires shall be selected by the parties. Each umpire shall serve until the termination of this Agreement unless his/her services are terminated earlier by written notice from either party to the other. The umpire shall be notified of the 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 ten (10) working days after receiving an assignment, the case will be passed to the next umpire. If no one can hear the case within ten (10) working days, the case will be assigned to the umpire who can hear the case on the earliest date.

3. 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 himself or herself 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 settlement and reasonably obtainable 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 third step of the grievance procedure.

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

g. In any grievance arbitrated under the provisions of this Section, 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 XXIV

NON-DISCRIMINATION CLAUSE

1. In a desire to restate their respective policies neither the Company nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, age, or national origin or because he or she is handicapped, a disabled veteran or a veteran of the Vietnam era.

ARTICLE XXV
Sales Roles and Compensation

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

Incumbent Premise Sales Representatives, Senior account managers, New Media Representatives, and Digital Sales Executives, defined as individuals who are in such roles on the effective date of this Agreement, shall participate in an initial evaluation and assessment process and offered roles with the Company as AMs, SAMs, or SEs. Any Premise Sales Representative or Senior Account Representative who is offered a future role as an SE shall have the option either to accept the new role, or to accept layoff and severance payments pursuant to the severance table set forth in Article 8.

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

The Company may adjust territories and account assignment during the course of this Agreement in order to maintain relatively equivalent sales opportunities among territories. The Company may change such segmentation methodology during the course of this Agreement, if needed, and shall inform the union of the rationale for such changes when they occur. The Company shall also retain the discretion to re-channel accounts among the various sales channels (SAM, AM, SE, Direct Mail, etc.) based upon current and future segmentation rules established by the Company. It is agreed and understood that the Company shall control market assignment.

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

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

Sales Compensation:

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

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

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

Role	Level	Min/Max	Total Target Comp (TTC)	Comp Mix (Base / Variable)	Base	Variable	Quota (First Year Revenue)	Quota (Second Year)
Sales Executive	SE II	Max	\$165,000		\$74,250	\$90,750	\$117,000	\$352,000
		Midpoint	\$140,000	45% / 55%	\$63,000	\$77,000		
		Min	\$115,000		\$51,750	\$63,250		
	SE I	Max	\$115,000		\$51,750	\$63,250	\$80,000	\$241,000
		Midpoint	\$95,000	45% / 55%	\$42,750	\$52,250		
		Min	\$75,000		\$33,750	\$41,250		

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

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

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

Senior Account Managers:

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

Account Managers:

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

Sales Executive I*:

SE I - Year 1 Payout Table			SE I - Year 2 Payout Table		
	% of Goal	Rate		% of Goal	Rate
≤	100%	30%	≤	100%	22%
>	100%	120%	>	100%	60%

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

Sales Executive II*:

SE II Year 1 Payout Table			SE II Year 2 Payout Table		
	% of Goal	Rate		% of Goal	Rate
≤	100%	30%	≤	100%	22%
>	100%	120%	>	100%	60%

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

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

Draw for Sales Executive Transition:

A non-recoverable draw (“draw”) shall be paid during the first twelve months of continuous employment for the purpose of transitioning employees into the Sales Executive role and aiding their attainment of Target Total Compensation. Only the following employees shall be entitled to receive a draw:

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

The draw shall be calculated as a percentage of each individual’s Monthly Variable Compensation Target, as follows:

Percent of Monthly Variable Compensation Target	
Month 1	100%
Month 2	95%
Month 3	90%
Month 4	80%
Month 5	70%
Month 6	60%
Month 7	50%
Month 8	40%
Month 9	30%
Month 10	20%
Month 11	10%
Month 12	5%

The draw shall be paid bi-weekly the first month, then on a monthly basis, in addition to the base salary of eligible employees for the first twelve months of continuous employment. The Company shall have

the discretion to change the draw Percent of Monthly Variable Compensation Target over the course of the contract, including increasing or decreasing the number of months paid, and/or increasing or decreasing the percent paid, in order to ensure that reps are attaining Target Total Compensation. Draw compensation paid to SE's shall be subject to debit protection rules.

Transition from As Earned Commissions:

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

Transition TTC for current employees:

Sales representatives employed at the time of transition to the new roles and compensation shall have TTC at the following levels:

- Accounts Managers - Starting TTC for Existing Reps - \$95,000 (55% base equal to \$52,550)
- Senior Account Managers - Starting TTC for Existing Reps - \$135,000 (55% base equal to \$74,250)
- Sales Executives - Starting TTC for Existing Reps - \$95,000 (45% base of \$42,750)

Automobile Allowance

All sales representatives who are required to use a personal vehicle in the regular course of their daily sales functions shall receive expense reimbursement for actual miles driven for business purposes, at the IRS rate, up to a maximum of \$150 per week. This reimbursement amount shall replace all other automobile-related reimbursements, fees, or payments of any type, including but not limited to daily automobile allowance, between market mileage, any other mileage-based reimbursements, parking and overnight storage, etc.

ARTICLE XXVI

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 (i.e., Internet), 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 XXVII

MISCELLANEOUS

1. The Union may use space on Company bulletin boards for posting notices and bulletins in consideration of an annual rental rate mutually agreeable.
2. The Company will furnish the Union office biweekly with a list of employees engaged, transferred and released during each week. The Union will reimburse the Company for the cost of this service.
3. The Company will regularly furnish the Union office with copies of the following:
 - a. Wage and Working Practices
 - b. Wage Maxima Sheets
 - c. Wage Progression Schedules
 - d. Job Descriptions
 - e. Transfer Practices
4. Company representatives at or above director level shall address all communications to and conduct business relations with the Union through the Director-Labor Relations.

ARTICLE XXVIII

DURATION AND BASIS OF REOPENING

1. This Contract shall commence and be binding upon the parties hereto from the 22d of February, 2016 and shall continue in full force and effect until April 14, 2018.
2. This Contract supersedes and revokes a prior Contract dated April 8, 2012, and constitutes the full and complete agreement between the Company and the Union.

YP CONNECTICUT INFORMATION SERVICES LLC

By: Keith Halpern
VP, Deputy General Counsel, Labor Relations and Employment Law

COMMUNICATIONS WORKERS OF AMERICA

By: Tonya Moore
CWA International Staff Representative

By: Katie Montalbano
Vice President – Commercial and Marketing

By: William F. Henderson
CWA Local 1298 President

August 16, 2012

Mr. Patrick E. O'Neil
CWA International Staff Representative
80 Pine Street
New York, NY 10005

Mr. William F. Henderson
President
CWA Local 1298
3055 Dixwell Avenue
Hamden, CT 06518

RE: Job Vacancy Requests
(Transfers to Senior Account Representative position)

Dear Messrs. Trainor and Henderson:

This is to confirm the parties' discussion during 2002 collective bargaining negotiations with regard to Transfer Requests filed by Account managers making transfers to the Senior Account Representative position.

Account managers making transfers to the Senior Account Representative position will be considered in accordance to Staffing procedures after successfully qualifying on the tests and/or assessments required for the position.

As discussed, we have placed an "A" adder for qualifications purposes for this position that will be applied to those Account managers seeking transfer who have ranked in the top thirty-five percent of their sales office in terms of annual Market Assignment net increase on a cumulative basis for the previous two (2) consecutive publication years and held the Account Representative title in the sales office they are seeking a transfer to for the previous consecutive three (3) years. This adder is in addition to others which might be utilized for the job.

Sincerely,

(sgd) Dennis M. Morgan

Supplemental Agreements

**SUPPLEMENTAL AGREEMENTS
BETWEEN
THE COMPANY AND THE UNION**

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MEMORANDUM OF UNDERSTANDING REGARDING CELLULAR SERVICE
MONTHLY ALLOWANCE FOR
CUSTOMER SERVICE SPECIALISTS

Effective April 8, 2012

This Memorandum of Understanding is entered into by YP Connecticut Information Services LLC and Communications Workers of America for the purpose of establishing a trial program with respect to payment of a monthly allowance for cellular service contracted for by Customer Service Specialists. The Company or the Union may terminate this trial at any time, either in its entirety or at specific location(s), after having provided reasonable written notice to the other. Furthermore, the Company shall be under no obligation to continue or reestablish a cellular service monthly allowance as a result of the trial.

Contractual or similar arrangements for the provision of cellular service and payment for such service shall be the responsibility of the individual employee.

The following guidelines will be continued or implemented in all sales offices, either existing or established within the trial period, of the Company:

1. Customer Service Specialists will be reimbursed up to, but not in excess of, \$50.00 per month if they contract or arrange for cellular service with a designated corporate affiliate of the Company.
2. Reimbursement is conditional upon the employee's monthly submission of a bill to the Company verifying that the expense, either service charge or air time, was incurred during the month for which the allowance is requested. A detailed billing sheet must also be supplied, clearly showing whether each individual call was for business or personal use. Personal calls should be kept to a minimum. Partial allowances will be reimbursed if actual monthly expenses are less than the maximum amount provided for above. If there are no business calls for the month, there will be no reimbursement for any expenses, including recurring monthly service charge.

Reimbursable cell phone expenses

- Monthly Service Charge
- Charge for detailed billing
- Business roaming charges
- Federal Universal Service
- Regulatory Cost Recovery
- Universal Service
- Taxes, Surcharges or Assessments

Non-reimbursable cell phone expenses

- All expenses related to a Secondary Line
- Mobile to mobile
- Text Messaging
- Additional packages (i.e. Custom Calling, Premium Digital, etc...)
- Unlimited nights & weekends at additional cost
- Lockline Insurance Premium
- Roadside assistance
- All other expenses not required to conduct business

The above list is subject to change based on future calling plan options.

3. Participation by employees will be on a voluntary basis.

4. Trial results will not be binding on the Company in any manner.

FOR THE UNION:

FOR THE COMPANY:

Patrick E. O'Neil

Dennis Morgan

Tonya Hodges

ALTERNATIVE WORK SCHEDULING (“AWS”) FOR BARGAINING UNIT EMPLOYEES (This Section applies to all employees except Account managers, Senior account managers, and Account Executives – Interactive Media.)

The Company and the Union Agree to develop Alternative Work Scheduling guidelines and provisions for various trials over the term on this Contract. All trials will take into consideration both customer and employee needs, as well as departmental staffing and scheduling requirements. The provisions of each trial will be negotiated departmentally by representatives of the Union and the Company, subject to approval by the Union Departmental Vice President and a Company Labor Relations Director.

TEAM-BASED INCENTIVE PLAN

From time to time, the Company may implement team-based incentive pay linked to service, productivity and/or other business-related standards set by departments up to ten (10%) percent of annual basic wage rates. These non-benefit affecting payments may be paid monthly, quarterly, semi-annually or annually. Teams shall be at director level or manager level. The director or manager, as appropriate, will meet with the local Union official(s) to solicit input and review the details of any team-based incentive pay plan prior to its implementation. Neither this provision nor any team-based incentive pay plan will be subject to the grievance and arbitration procedures.

August 16, 2012

Mr. Bill Henderson
President
CWA Local 1298
3055 Dixwell Avenue
Hamden, CT 06518

Ms. Tonya Hodges
Vice President
CWA Local 1298
3055 Dixwell Avenue
Hamden, CT 06518

Mr. Pat O'Neil
CWA International Staff Representative
80 Pine Street
New York, NY 10005

Re: Movement of Work of Representatives

Dear Bill, Tonya, and Pat:

In making decisions regarding contracting the work of Representatives (to include all bargaining unit employees who are directly selling advertising, for the purposes of this letter, "employees") consistently performed by bargaining unit employees, it is management's objective to consider carefully the interests of both customers and employees along with all other considerations essential to the management of the business. For various reasons including but limited to law, regulations, changing industry structure, economic and business conditions, it is not possible to make specific commitments on contracting out work elements of the business.

You can be assured, it continues to be our general policy that traditional directory work consistently performed by bargaining unit employees will not be contracted out if it will currently and directly cause layoffs or part-timing of employees. In this context, you can also be assured that the company will make every effort, consistent with the needs of the business, to use bargaining unit employees, rather than outside contractors, to perform bargaining unit directory work expected to be of extended duration, including directory work requiring application of new technologies. However, nothing in this Agreement shall preclude the Company from using any reseller, national retailer, or third party wholesaler.

However, prior notice of the decision to contract out such work will be provided in those cases in which it is anticipated that the contracting out is not of an occasional nature. As a part of such notice, information regarding the purpose, scope and expected duration of the work will be discussed along with the reasons for the decision. At that time, the union will be given a full opportunity to discuss their views and review the impact that the decision may have on their members regarding such things as the availability of overtime. In addition, the company will update the union on the progress of the work and any circumstances that might require modification to the original plans and also, provide a semiannual report outlining the number of contract people currently employed in the above work functions.

We will agree that should disagreements arise out of the use of contract labor that by mutual agreement the parties may submit such disagreement for discussion to the Federal Mediation and Conciliation Service, with the intent of reaching a mutually satisfactory resolution. Should this process fail in reaching an agreement, binding arbitration, in accordance with Article XXI of the Labor Contract, can be requested by either party.

Sincerely, Dennis Morgan

Acknowledged and Agreed:

Bill Henderson

Tonya Hodges

Pat O'Neil

August 16, 2012

Mr. Bill Henderson
President
CWA Local 1298
3055 Dixwell Avenue
Hamden, CT 06518

Ms. Tonya Hodges
Vice President
CWA Local 1298
3055 Dixwell Avenue
Hamden, CT 06518

Mr. Pat O'Neil
CWA International Staff Representative
80 Pine Street
New York, NY 10005

Re: Movement of Work of Non-Representatives

Dear Bill, Tonya, and Pat:

In making decisions regarding contracting out bargaining unit work performed by Non-Representatives (to include all bargaining unit employees not directly selling advertising, for the purposes of this letter, "employees"), the movement of such employees' work, and/or consolidation of work (collectively "Movement of Work") currently performed by such employees, it is management's objective to consider carefully the interests of both customers and employees along with all other considerations essential to the management of the business. For various reasons including, but not limited to, law, regulations, changing industry structure, and economic and business conditions, it is not possible to make specific commitments on Movement of Work.

The Company shall have the right to Move Work when it has determined that such a move may result in improvements in cost, quality, speed, or efficiency. The only limitation to this right is that the Company shall not move work from the bargaining unit, to be performed by another party within the same facility from where the work was moved.

Following the Company's decision to Move Work, as defined in this letter, the Company shall provide notice of impending layoffs, as required under Article VII of the collective bargaining agreement. Following execution of a general waiver and release that is acceptable to the Company, any employee laid off as a direct result of Movement of Work, shall be entitled to receive the Displaced Employee Severance and Benefits ("DESB") set forth below:

- The Company shall amend the YP Holdings, LLC Pension Plan, as the successor to the East Program of the AT&T Pension Benefit Plan (for employees hired on or before August 8, 2009), in order to permit eligibility for full retirement for the employees subject to this letter who will be at least 50 years old and, but for their displacement from employment due to Movement of Work, would have had 25 years of continuous employment prior to December 31, 2014.
- Severance enhancement equal to an additional 33% of that provided in the table under Article VII(5)(a) of the 2009 CWA/SNET Agreement, based upon the employee's years of service.
- Three (3) months additional post-termination medical coverage for employees with at least one year of service, for a total of up to nine (9) months of coverage following separation from employment, provided the employee has not obtained other medical coverage during that period, in which case the employee shall notify the Company and such post-termination medical coverage shall cease.

This letter governs all Movement of Work of Non-Representatives and shall supersede all other provisions of the collective bargaining agreement that may conflict with the terms herein. YP and the CWA agree that each party has fully and completely satisfied their legal, contractual, and bargaining obligations regarding Movement of Work. Further, with the agreement on the above

DESB, the parties agree that effects bargaining has been satisfied in the event of such employee displacement.

Very truly yours,
Dennis Morgan

Acknowledged and Agreed:

Bill Henderson

Tonya Hodges

Pat O'Neil

October 15, 2016

Mr. Bill Henderson
President
CWA Local 1298
3055 Dixwell Avenue
Hamden, CT 06518

Ms. Katie Montalbano
Vice President
CWA Local 1298
3055 Dixwell Avenue
Hamden, CT 06518

Ms. Tonya Moore
CWA International Staff Representative
80 Pine Street
New York, NY 10005

The Company shall have the right to design, implement, and revise during the term of the collective bargaining agreement, disciplinary Performance Management Plans for non-probationary employees, provided such plans conform to the following parameters:

1. The minimum amount of time to terminate a non-probationary employee under such plan shall not be less than six months;
2. The exception to 1, above, shall be that a non-probationary Digital Sales Executive/ Sales Executive may be terminated following three consecutive months of Non-Performance, which shall be defined as performing at less than 50% of objective/ quota as defined by the Company and substantial failure to engage in the activities necessary to improve performance, for three consecutive months;
3. The maximum amount of time for an employee to retreat one step of discipline shall be three months at satisfactory performance, as defined by the Company. Further, the time frame for progressing along the performance plan shall be the same as that required to retreat;
4. Performance Management plans shall include at least three steps of progressive discipline.

The Company shall have the right to design, implement, and revise during the term of the collective bargaining agreement, disciplinary Performance Management Plans for probationary employees, provided such plans contain at least two steps of discipline. All other terms of Performance Management Plans for probationary employees shall be determined by the Company.

The Company's Performance Management plans shall not be subject to challenge under grievance and arbitration, except that the plans can be challenged for non-conformance with the above parameters. Additionally the union may grieve or arbitrate the manner in which such plans are applied to particular employees.

Sincerely,

Keith A Halpern

October 15, 2016

Mr. Bill Henderson
President
CWA Local 1298
3055 Dixwell Avenue
Hamden, CT 06518

Ms. Katie Montalbano
Vice President
CWA Local 1298
3055 Dixwell Avenue
Hamden, CT 06518

Ms. Tonya Moore
CWA International Staff Representative
80 Pine Street
New York, NY 10005

The parties agree that YP Management shall not require sales representatives to physically report to a Company office more than one time per week. Such meeting shall exclude "Monday Morning" (or one regular weekly meeting on a day other than Monday) meetings, training meetings, or coaching meetings for individuals who are on a Step of a Performance Plan. Further, this letter shall not limit the ability of management to require sales representatives to meet outside of a Company office in a sales representative's territory or a mutually agreeable location.

Sincerely,

Keith A. Halpern

APPENDIX A

DEPARTMENT/JOB TITLE	CODE	EEO	GRADE	4/5/2009	RESID.
ADMINISTRATIVE SERVICES					
General Office Associate	B00720	E17	VS	\$1677.10	<i>12 Mo's</i>
Sales Support Assistant	B08003	E16	VI	\$1,923.20	<i>12 Mo's</i>
Senior Account Manager *					
Account Manager *					
Sales Executive*					
Sales Support Assistant	B08003	E16	VI	\$1923.20	<i>12 Mo's</i>

Senior Office Assistant	B08002	E16	VI	\$1,923.20	<i>12 Mo's</i>
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* Refer to Article XXV for Senior Account Manager, Account Manager, and Sales Executive compensation.

APPENDIX B

WAGE AND WORKING
GENERAL - ALL DEPARTMENTS
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General - All Departments

1. DEFINITIONS

1.01 Employee

An “employee” is defined as any person rendering service to the Company under the terms of employment which permits the Company to exercise direction or control with respect to the manner in which services are performed, and who receives from the Company for such services a regular and stated compensation other than a retainer including those whose compensation is ordinarily computed on other than a time basis, even though the individual may be:

- a. Currently employed and classified on the YP Connecticut Information Services LLC payroll system as a regular full-time or part-time employee;
- b. Currently employed as a Temporary employee (full or part-time);
- c. On vacation or other approved absence with or without pay, or
- d. Absent on account of illness or injury under either the Employees’ Benefit Plan or other approved basis.

This definition shall not include:

Any contractor or any individual performing specific work or service for the Company and responsible to it only for the results.

1.02 Regular Employee

A regular employee is an individual whose employment is expected to continue for longer than a year although it may be terminated earlier by action on the part of the Company or the employee.

1.03 Reserved for Future Use.

1.04 Part-Time Employee

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.

GENERAL

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

1. 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. Any regular employee who is on the active payroll of the Company as of December 31, 1980, and continuously thereafter, and who works part-time on or after January 1, 1981, shall thereafter continue, during the current term of employment, to be paid on the same basis as was applicable to such a part-time employee on December 31, 1980.

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. Any hours worked which are paid at the overtime rate shall not be counted in computing the average number of hours worked.

4. For employees, who are hired on or after January 1, 1981, and who work as regular part-time employees, payments to a regular part-time employee for sickness benefits, accident benefits, or death benefits under the YP Connecticut Information Services LLC Benefits Agreement, vacations, holidays, anticipated illness leave, sickness absence (not under the "Sickness and Accident Benefit Plan"), or termination allowance (or its equivalent) shall be pro-rated 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 absence due to sickness (not under the "Sickness and Accident Benefit Plan") unless such absence due to sickness occurs on a day of the week on which the employee is normally scheduled to work. Regular employees who are on the active payroll of the Company as of December 31, 1980, and continuously thereafter, and who work part-time on or after January 1, 1981 shall thereafter continue, during the current term of employment, to receive payments for the benefits and other items, except holidays, listed above on the same basis as was applicable to a part-time employee on December 31, 1980. (For holiday pay treatment see Departmental Section 4.)

1.05 Temporary Employee

a. A “Temporary” Employee is one who is engaged on a Temporary basis for a period of not more than one year. A Temporary Employee’s employment may be terminated at any time, with or without cause, and for such reasons as completion of the work assignment for which he/she was engaged. A Temporary Employee must be separated from YP Connecticut Information Services LLC upon reaching one year of service. A Temporary Employee who has been separated from YP Connecticut Information Services LLC for any reason must remain separated for at least ninety (90) days before being eligible for re-engagement as a Temporary Employee.

b. Bargaining unit positions that are filled by a Temporary Employee(s) for twelve (12) consecutive months shall be considered a job vacancy and filled through the Transfer Procedure utilizing all Regular Employee requests. If no qualified candidate can be identified by the YP Connecticut Information Services LLC Staffing, the employer may offer the vacancy to the Temporary Employee or utilize other means to fill the vacancy.

c. Temporary Employees may not be returned to the same job title in the same location unless it is in another department. Temporary employees can return to a different work location in the same job title after a six (6) month period. Temporary employees hired under the College Summer Hire program may return to the same job title that they previously held in the same department in the same location, or a different location.

1.06 Reserved for Future Use

1.07 Non-Exempt Employee

“Non-exempt” employees are subject to the provisions of the Fair Labor Standards Act and regardless of their basic weekly going rates, will be paid time and one-half for overtime worked as defined in departmental working practices.

1.08 Reserved for Future Use

1.09 Home Station

a. Home Station, within Connecticut, is the exchange area to which an employee is regularly assigned. Exchange area boundaries are indicated on the map at end of General Wage and Working Practices section.

GENERAL

- b. Home Station, outside Connecticut, is an 18 mile radius from the reporting center as designated by the Company.

1.10 Reporting Center

Reporting center is any one of the places indicated below at which an employee is authorized to report for duty or is relieved of duty:

- a. the office or work place at which an employee usually works or reports for work or any Company office within the employee's home station;
- b. a railroad passenger station or centrally located bus station within the home station when an employee is required to travel by train or bus; or
- c. a location near an employee's home which is mutually agreed upon between the supervisor and the employee when traveling as a passenger in a bus or Company car to or from a job away from the employee's home station;
- d. a location within the area where an employee is authorized to board when assigned to work away from the home station.

1.11 Session

That part of a day that a Regular full-time employee is scheduled to work will be divided into two equal parts regardless of when the meal period is scheduled. (Part-time employees scheduled to work either 7½ or 8 hours per day are included.)

1.12 Immediate Family

The following relationships to the employee constitute the immediate family:

GENERAL

Father	Step parents
Mother	Step children
Husband	Step brothers & sisters
Wife	Step Grandparents
Sister	Step Grandchildren
Brother	Legally Recognized Partner
Child	Legally Recognized Partner's father
Father-In-Law	Legally Recognized Partner's mother
Mother-In-Law	Legally Recognized Partner's children
Grandmother	
Grandfather	
Grandchildren	

A 'Legally Recognized Partner' shall mean any individual:

- who is a Registered Domestic Partner, or
- with whom an employee has entered into a same-gender relationship pursuant to and in accordance with state or local law, such as marriage, civil union or other legally recognized arrangement that provides similar legal benefits, protections and responsibilities under state law to those afforded to a Spouse.

An individual who has a Spouse shall not be permitted to designate a Legally Recognized Partner. No individual shall be permitted to designate more than one Legally Recognized Partner during the same period nor shall any individual be permitted to designate different Legally Recognized Partners for different plans or programs during the same period.

1.13 Immediate Household

A person who lives in the employee's home as one of the family shall be considered as a member of the employee's immediate household.

1.14 Net Credited Service

a. Where the term "Net Credited Service" is used under the Company's Health, Welfare and Retirement ("Pension") Plans or for the establishment of an employee's "Seniority" under this collective bargaining agreement, Net Credited Service is the period of continuous service from the date on which an employee's latest employment as a regular or temporary employee started.

b. Where there has been a break in service a Net Credited Service Date will be established under the following "bridging-of-breaks-in-service" provisions to recognize all periods of previous service determined to be eligible for recognition in accordance with the terms of

GENERAL

the YP Connecticut Information Services LLC Pension Plan and the Mandatory Portability Agreement (“previous service”):

- (1) **for pension purposes only**: previous service shall be credited immediately upon re-employment as a regular or temporary employee; or
 - (2) for all other non-pension purposes: previous service shall be credited to re-employed employees as follows:
 - (a) if a regular employee who left the service of the Company is subsequently re-employed within six (6) months as a regular employee, previous service shall be credited immediately; or
 - (b) if a regular employee who left the service of the Company as a result of a layoff is subsequently re-employed as a regular employee within the time periods outlined for “recall rights” under *Article VIII*, previous service and up to six (6) months of service credit for the period of layoff shall be credited immediately; or
 - (c) if a regular employee who left the service of the Company and was re-employed as a regular employee on or before 12/31/1999, or if a regular employee who had been laid off was subsequently re-employed as a regular employee after the time periods outlined for “recall rights” in Article VIII, but on or before 12/31/1999, previous service shall be credited upon the employee’s completion of four (4) years of continuous regular and/or temporary employment; or
 - (d) if a regular employee who left the service of the Company and was reemployed as a regular employee on or after 1/1/2000, or if a regular employee who had been laid off was subsequently re-employed as a regular employee after the time periods outlined for “recall rights” in Article VIII and on or after 1/1/2000, previous service shall be credited upon the employee’s completion of five (5) years of continuous regular and/or temporary employment.
- c. Where an employee’s Net Credited Service Date is used to determine seniority for such events as vacation selection, transfers, or work schedules, and there are two or more employees with the same Net Credited Service Date, the selection will be made by an automated system, if available. In cases where an automated system is not available and for surplus, layoff or lateral force rearrangement events, a lottery-like

drawing will be conducted witnessed by a Union officer. Tie-breakers will be conducted for each individual event.

1.15 Permanent Transfer

a. Regular Employee - A change of home station of a regular employee shall be considered to be a permanent transfer:

- (1) when the change is made because of the needs of the business and the duration of the assignment is expected to be twelve (12) months or more;
- (2) when the change is necessitated because of inability to meet the requirements of the occupation or because of lack of work in the occupation, regardless of the length of the period; or
- (3) when the change is made at the employee's request.

b. Temporary Employee - A change of home station of a Temporary employee shall be considered to be a permanent transfer regardless of the length of the period.

1.16 Temporary Transfer

An assignment of a regular employee to a location other than the home station for a period expected to be of less duration (one year or less) than that required for a permanent transfer is considered a temporary transfer.

1.17 Extended Temporary Transfer

a. For temporary assignments of a regular employee expected to be over one year, but less than two years, the following conditions will apply:

- (1) When qualifications are substantially equal, the senior seniority net credited service employee will be selected by volunteers, and inverse seniority if there are no volunteers.
- (2) The temporary assignment duration will be reviewed by local management and the Chief Steward at ten months in order to extend the assignment out to eighteen months.
- (3) The temporary assignment duration will be reviewed a second time by local management and the Chief Steward after eighteen months in order to extend the assignment out to twenty-four months.

GENERAL

(4) Employees on temporary assignments will receive wage treatment according to General Section 3.11.

b. Assignments beyond twenty-four months will be considered permanent and the normal transfer bureau process will apply.

c. Consecutive extended temporary assignments cannot be used as a means of circumventing the transfer bureau. Extended temporary assignments must be separated by a minimum period of six months.

1.18 Overtime (This Section applies to all employees except commissioned sales representatives.)

Overtime for employees is:

- a. work on a day that is not a scheduled working day;
- b. work time outside scheduled working hours of a scheduled working day;
- c. work time outside scheduled working hours on a Company-recognized holiday which falls on a scheduled working day;
- d. work time on a Company-recognized holiday that does not fall on a scheduled working day.

1.19 Tours

- a. Tour of duty means the working hours that an employee is scheduled to work in a day.
- b. Holiday Tour means a tour commencing on a Company-recognized Holiday.

1.20 Basic Work Week

Basic work week means the working hours that an employee is scheduled to work in a week.

2. WORK TIME AND SCHEDULING (Section 2 applies to all employees except commissioned sales representatives.)

See 3.17 of these Practices for minimum work time.

2.01 General

- a. Normally, employees shall be relieved from duty promptly at their scheduled time. However, they shall be expected to work overtime when

GENERAL

the business requires it. The Company shall determine the necessity for such work. Employees will not be required to work more than a total of eight (8) hours of overtime in any payroll week except in case of emergency, long term service difficulties, or unless the employee consents to such overtime. All holiday hours worked shall be counted toward the administration of the overtime limitation.

(1) An “emergency” is an event of national importance, fire, explosion, or other catastrophe, severe weather conditions, major cable and equipment failures, or an act of God.

(2) The parties recognize that service difficulties for an extended period may develop from time to time during which suspension of the above overtime limitations would be appropriate. In the event such service difficulties develop, the Company and the Union will meet to discuss the problem and determine how to deal best with the situation.

b. Work time shall include:

(1) all authorized time spent at the reporting center or on the job;

(2) time spent in authorized travel between the reporting center and the job, and from one job to another;

(3) all scheduled time spent in attendance at joint Union-Company meetings or in traveling to or from such meetings during scheduled working hours.

As used in this section, “job” means any assignment to work, to wait, or to attend a training class or meeting on Company business.

2.02 Travel Time

a. A regular employee assigned to report directly from home, which may be located in or outside the home station, to a job outside the home station, work time shall include time in excess of thirty (30) minutes in each direction spent traveling between home and the job.

b. A regular employee notified after the normal tour of duty of an assignment to report for duty on a day other than a scheduled working day or on a Company recognized holiday on which the employee is not expected to work, time not to exceed thirty (30) minutes in each direction spent traveling between home and the reporting center shall be classed as work time.

GENERAL

- c. A regular employee called from home for duty on a scheduled working day for a period not continuous with the employee's scheduled working hours, all time spent traveling between home and the job shall be classed as work time.
- d. A regular employee called from home to the reporting center for duty prior to the employee's scheduled working hours and the work continues into the scheduled working hours, time spent traveling between home and the reporting center shall not be classed as work time.
- e. A regular employee called from home for duty on a day other than a scheduled working day or on a Company recognized holiday on which the employee is not expected to work, all time spent traveling between home and the reporting center or the job shall be classed as work time.
- f. A regular employee called to the home station from a place at which visiting away from home, and outside the home station, the travel time in both directions shall be classed as work time except that if the return trip is not to the point at which the employee was visiting, the travel time not to exceed thirty (30) minutes in each direction shall be considered as work time.

2.03 Scheduling

See 2.04 and 2.05 of these Practices.

2.04 Working Hours (This Section applies to all employees except commissioned sales representatives..)

a. General – For employees hired on or after January 1, 2002, the normal tour of duty shall be seven and one-half (7 ½) hours per day, with a scheduled lunch break of not less than one-half (1/2) hour, nor more than one (1) hour. The basic work week for these employees will be thirty-seven and one-half (37 ½) hours, which will generally be divided into five (5) tours, including holiday tours, on any five (5) days of the week. Prior to implementing expanded hours, the Company will meet with the Union to review the business strategy and discuss scheduling options which will maximize the ability to provide for volunteers for such hours. For employees hired prior to January 1, 2002, the scheduled working hours generally are between 8:00 A.M. and 5:00 P.M. Monday through Friday with from one-half to one hour for lunch but not exceeding a total of seven and one-half (7 ½) hours daily with the following exceptions:

- (1) In the Publishing Department for Customer Service Specialists where other hours may be scheduled Monday through Friday, 7:00A.M. through 7:00 P.M., but not to exceed the total of eight (8) hours daily or forty (40) hours weekly.

GENERAL

(2) General Office Associate employees who support work groups where other working hours are scheduled from Sunday through Saturday, but not exceeding the total of seven and one-half (7 ½) hours daily or thirty-seven and one-half (37 ½) hours weekly, such employees' hours may be scheduled up to 9:00 P.M. to be compatible with the hours of the work group they support.

b. **Scheduling of Basic Work Week and Tours for Full Time Employees:**

(1) Tours will be assigned to the senior employee first, based on company net credited service (and then in turn) in order of seniority as close to indicated choice as possible.

c. Changes in Scheduled Hours or Days - Where the needs of the business require, working hours or days other than the above may be scheduled within the week but not to exceed the total daily or weekly working hours under the present schedule. Notice of such change shall be given before the close of the previous week.

d. Saturday Before Vacation - All employees except those assigned to a fixed work week schedule will be granted the Saturday off before their scheduled vacation, if so desired. Employees on a fixed work week schedule may swap their scheduled Saturday before their vacation with another qualified employee in the same work group to obtain the Saturday off before their vacation.

e. Lodging Away From Home Station - Employees assigned to lodge away from the home station on an overnight basis shall adhere to the scheduled working hours.

2.05 Changes in Basic Work Week and Tour Assignments (This Section applies to all employees except commissioned sales representatives.)

a. Changes in Basic Work Weeks

(1) When it is necessary to make changes in the assignment of basic work weeks to individual employees from the posted schedule, such changes shall be arranged and the employees affected notified as far in advance as possible. In no case shall notice of a change of basic work week assignment be given later than the time specified in the following:

(a) In the case of changes necessitated by absences due to sickness or accident, or to sickness or death in the immediate family or household, or to authorized meetings of employee representatives, each employee whose assigned basic work week must be changed shall be notified not later than the close of the Thursday of the basic work week immediately preceding.

(b) In the case of changes necessitated by unforeseen peak workloads, vacations, etc., the employees whose assigned basic work week is to be changed shall be notified not later than the close of the first day of the basic work week immediately preceding.

(2) In the event of a surplus declaration which results in a loss of employees, the Company shall re-evaluate the tour schedule and determine the need to fill vacated tour assignments by the remaining employees in the work group. The Company shall first seek volunteers to cover the tours; and in the absence of such, shall equitably distribute the necessary tours among the remaining employees on the tour schedule.

b. Changes in Tours

Employees may be changed from day tours to evening or night tours (or from evening or night to day tours) to cover regularly assigned tours within the basic work week when the needs of the business require. Whenever possible 48 hours notice shall be given. (For compensation in such cases see 3.19.)

2.06 On-Call Practice

An employee assigned to “on-call” on any day, including any Company designated holiday, will receive twenty dollars (\$20.00) for each such designated day. Employees on-call shall not be required to remain on premises, at home or at any specific location, but, shall be readily available by telephone and/or other means approved by supervision. Employees designated as on-call who are called out to provide services shall receive wage treatment in accordance with Paragraph 3.17.

3. WAGE PRACTICES

See Section 4, for holiday wage practices.

3.01 Trial Period

The first six (6) months of a noncommission employee’s service and the first twenty-four (24) months of a commissioned employee’s service shall be considered as a trial period in order that the employee’s qualifications as to workmanship, character and personal conduct can be determined. Where the formal training period is greater than two weeks or does not begin within the first month of employment the trial period will be automatically extended by the length of the formal training period. When a case warrants an extension of the trial period the employee and the Union shall be notified of such action. Individuals shall be released at any time during the trial period if found to be lacking in the proper qualifications.

3.02 Reserved for Future Use

3.03 Reserved for Future Use

3.04 Temporary Assignment to a Higher Maximum Wage Rate (This Section applies to all employees except commissioned sales representatives.)

Employees who are temporarily assigned to work for a full work day or longer on a title carrying a higher maximum wage rate shall be paid at the higher rate for the period of the assignment in accordance with General 3.11. All overtime hours will be paid at the appropriate overtime wage rate for their regular title.

3.05 Establishment of Wage Progression Schedules

Wage progression schedules shall be established for the various occupations which indicate the periods of time between each wage increase consideration and the amounts of the increases for regular full-time employees who are making the usual and satisfactory improvement in job performance.

3.06 Application of Wage Progression Schedules

- a. General - The wage increases indicated in the wage progression schedules shall not be automatic, but the Company shall give consideration at the specified periods as to whether or not employees have merited increases.
- b. Regular Full and Part-time Employees - Wage progression schedules are designed primarily for wage treatment for regular full-time employees but shall be used in determining wage treatment for regular and part-time employees eligible to such treatment by applying the provisions for biweekly starting rates, maxima, and amount of wage increases proportionately, e.g., an inexperienced employee engaged to work half-time, starts at one-half the minimum starting rate, and receives at the end of the first consideration period, one-half the weekly increase specified on the schedule at the end of this period. This employee progresses to one-half the maximum. On certain schedules increases are on an hourly basis and in such cases the same increase in rate per hour applies to part and full-time employees.

3.07 Awarding Increases

- a. At such times and in such amounts as are indicated on the wage schedules, the Company shall increase the rates of pay of regular employees who progressively acquire additional job knowledge and demonstrate improved ability to perform work until the maximum for the occupation is attained.
- b. Employees who demonstrate unusual and outstanding progress in their occupation shall receive an increase earlier than indicated in the schedule or in an amount larger than indicated, or both. In such cases, the length of the next consideration period shall be the period indicated in the schedule for the new wage level.

Note: See 3.11 for increases in connection with advancements.

3.08 Deferring Increases

- a. When a continuous period of absence results from a sickness or accident, leave of absence or temporary layoff, the consideration period shall be extended as follows:

Number of Months in Consideration Period Up to 6 Inclusive	Consideration Period Will Be Extended By Time Lost Less One Month
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In such cases, the extended period shall be shortened if the improvement in job performance by the employee has been greater than usual during that period.

- b. When an employee's performance or conduct does not warrant giving an increase in accordance with the consideration period indicated in the schedule, the increase shall be withheld and the employee shall be informed in advance of the reasons therefor. The increase shall be given as soon as the employee has adequately demonstrated consistently satisfactory improvement. In such cases, the length of the next consideration period shall be the period indicated on the schedule for that wage level. This period shall be shortened if the improvement in job performance by the employee has been greater than usual during that period.

- c. When an employee with seniority service of two years or less has not merited a wage increase for two full consecutive consideration periods, the employee shall then either be transferred to other work for which qualified, if available, or dismissed after final notice has been given.

- d. When an employee with more than two years of seniority service does not develop the ability to meet completely the requirements of an occupation but performs work assigned well enough to be retained, wage treatment appropriate to performance shall be granted but the employee shall not receive the maximum wage. If qualified to progress in other work, the employee shall be transferred if an opportunity becomes available.

3.09 Wage Reduction Other Than Transfer

The basic wage rate of an employee shall be subject to reduction for unsatisfactory performance of duty, unsatisfactory personal conduct or action which can be proven to be detrimental to the interests of the Company.

3.10 Transfer To An Occupation Having the Same Wage Maximum

(See Paragraph 3.13 for transfer due to disability)

- a. All regular employees transferred to other occupations having the same wage maximum shall be placed on the new wage schedule at the wage rate paid when transferred with full credit for the number of months at that rate.

3.11 Advancement to an Occupation Having a Higher Wage Maximum

- a. All employees who are advanced to an occupation having a higher maximum will receive a promotional increase. The method of determining this increase will normally be in accordance with the following procedure:

- (1) Determine where the employee's current pay falls on the wage progression guide of the job to which they are being advanced. The promotional increase is the amount shown as the next full step on the wage guide but not to exceed the maximum of the new job. Current rate of pay for Account managers, Senior account managers, and Account Executives – Interactive Media is basic weekly salary only.

- b. An employee may be accorded additional treatment to the above, depending upon the circumstances of the individual case.

3.12 Transfer To An Occupation Having A Lower Wage Maximum

(See paragraph 3.13 for transfer due to disability)

- a. For Reasons Other Than A Surplus Condition - When any employee is transferred to an occupation having a lower maximum for any reason other than a surplus condition, the case shall be treated on its merits and an appropriate adjustment may be made after a careful appraisal of the individual's value in the new position. Current rate of pay for Account managers, Senior account managers, and Account Executives – Interactive Media is basic weekly salary only.

- b. Due To A Surplus Condition - When it is necessary because of a surplus condition to transfer an employee to another occupation, the Company will endeavor to make the transfer to an occupation with a maximum which is not below the employee's basic wage rate. Where this can be done there shall be no reduction in the employee's basic wage rate but the employee's progress on the new wage schedule shall be appropriate to experience and value in the new occupation. When an employee is transferred to an occupation with a wage maximum lower than the employee's basic wage rate, adjustments shall be made as follows:

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(1) Less Than 10 Years of Seniority Service - If the employee's basic wage rate does not exceed the new wage maximum by more than the amount of the last step on the new wage schedule, a reduction to the new wage maximum shall be made four weeks after the transfer. However, if the employee's basic wage rate exceeds the new wage maximum by more than the amount of the last step on the new wage schedule, the employee's rate shall be reduced by the amount of this step four weeks after the transfer and thereafter by a like amount at the end of each six (6) months until it coincides with the new wage maximum. Even though the last reduction to be made is less than the full step, it shall not be made until six months following the date of the previous reduction.

(2) 10 or More Years of Seniority Service - There will be no reduction in pay for an employee with ten (10) years or more of seniority net credited service for a period of thirty-six (36) months following the effective date of such downgrade. Thereafter adjustments shall be in accordance with b. (1) above.

3.13 Transfers For Reasons of Disability

a. When it is necessary because of physical disability as indicated by medical authority to transfer any employee to another occupation, the Company will endeavor to make the transfer to an occupation with a maximum which is not below the employee's basic wage rate (current rate of pay for Account managers, Senior account managers, and Account Executives – Interactive Media is basic weekly salary only). Where this can be done there shall be no reduction in the employee's basic wage rate but the employee's progress in the new wage schedule shall be appropriate to experience and value in the new occupation.

b. If it is definitely established that regular employees are incapable of performing the duties of their job classification because of an injury sustained in the employ of the Company or that regular employees having twenty (20) or more years of seniority service are incapable of performing the duties of their job classification because of a disability or infirmity arising from natural causes, and are assigned to a job with a lower wage maximum within their ability to perform, there will be no reduction in their basic rate of pay rate (current rate of pay for Account managers, Senior account managers, and Account Executives – Interactive Media is basic weekly salary only).

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c. When the transfer does not meet the conditions described in Paragraph b. above, the basic wage rate shall not change as long as the employee's basic wage rate exceeds the maximum rate of the job to which transferred rate (current rate of pay for Account managers, Senior account managers and Account Executives – Interactive Media is basic weekly salary only).

d. Computation of overtime and differential rates shall be based on the employee's basic wage rate (not applicable to Account managers, Senior account managers and Account Executives – Interactive Media).

3.14 Changes In Rates of Pay

Changes in rates of pay shall be made effective on the date that the change is scheduled. However, no change in rate of pay for wage progression shall be made when an employee is absent at the beginning of the scheduled work week because of a sickness or accident benefit case under the Employee's Benefit Plan, or a leave of absence. In such case an increase shall become effective on the date the employee returns to work, full or part time. Refer to Paragraph 3.08 for possible extension of date due to extended absence.

3.15 Pay Day

Effective January 1, 2005

a. Employees shall be paid every other Friday for services rendered the previous two weeks. Commissioned sales representatives shall be paid in accordance with Article XXV.

b. When a Company-recognized holiday falls on Friday, employees shall be paid on the preceding Thursday.

3.16 Reserved for Future Use

3.17 Minimum Work Time (This Section applies to all employees except commissioned sales representatives.)

a. Initial Call-Outs - When an employee is called out initially for duty during non-scheduled hours not continuous with the employee's regular schedule of hours and such call-outs occur:

(1) between 6 A.M. and midnight, the minimum work time paid for shall be two (2) hours at the appropriate overtime rate.

(2) between midnight and 6 A.M., the minimum work time paid for shall be two (2) hours at the appropriate overtime rate plus two (2) hours at straight time.

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b. Holiday Call-Outs - When an employee is called out initially for duty on a Company-recognized holiday, within the employee's schedule for the week and such call-outs occur:

(1) Within that which would ordinarily be the employee's normal working hours the minimum work time paid for shall be two hours at the rate of time and one-half in addition to the normal day's pay for the holiday.

(2) Beyond those hours normally considered the employee's normal working hours, the minimum work time paid for shall be two (2) hours at the rate of double time and one-half. If such call-outs occur between midnight and 6 A.M., the minimum paid shall include an additional two (2) hours at straight time.

c. Subsequent Call-Outs - which terminate within the two (2) hour period paid for as a minimum shall be considered as compensated for by payment for the initial call-out. That part of any such call-out which extends beyond the period paid for as a minimum shall be compensated for at the straight-time, time and one-half, double time or double time and one-half rate, as appropriate. The provisions for minimum payment again apply when a subsequent call-out occurs after the expiration of the two (2) hour period paid for as a minimum.

d. Non-scheduled day - When an employee is assigned to work on a non-scheduled day or on a Company-recognized holiday the minimum work time paid shall be four (4) hours at the appropriate overtime rate.

3.18 Bi-Lingual Differential

Employees on the title of:

Customer Relations Representative who work in a Service Center where customer calls are handled and identified by the Company will receive a fixed differential in the amount of five (\$5.00) dollars per day.

3.19 Differentials for Evening and Night Work - Regular Employees (This Section applies to all employees except Account managers, Senior account managers, and Account Executives – Interactive Media.)

a. Eligibility - A ten percent (10%) differential* shall be paid to all employees who, as part of their basic work week, work regular or rotating evening or night assignments any part of which falls between the hours of 7:00 P.M. and 6:00 A.M.

* Differential calculation is ten percent (10%) of either the weekly basic wage rate ("Fixed") or the daily basic wage rate ("Nightly").

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b. Regular Night Assignment - Any eligible employee who is scheduled to work a basic work week composed of at least five (5) evening or night sessions for a period of three (3) or more consecutive months is deemed to be working such sessions as a regular night assignment under Paragraph a. and will be eligible to receive a weekly (or "fixed") differential.

c. Rotating Night Assignment - Any eligible employee who is scheduled to work a basic work week composed of at least one (1) but less than five (5) evening or night sessions, or who is scheduled to work a basic work week composed of evening and night sessions for a period of less than three (3) consecutive months, is deemed to be working a rotating night assignment under Paragraph a. and will be eligible to receive a nightly differential.

d. Time Off, Illness, Vacation

(1) When eligible employees, who are on regular night assignments have time off, they shall receive the differential.

(2) When eligible employees on a rotating night assignment basis or those on special assignments are off by permission or because of illness or vacation, they shall not receive the differential. Such employees shall be entitled to the differential when excused from duty on a Company-recognized holiday.

e. Temporary Changes in Assignments

(1) Change to Evening or Night Tour - An employee temporarily assigned to an evening or night tour of duty, shall receive time and one-half for the changed tour for the first evening or night so worked, and if assigned to work continuously thereafter for a period of one evening or night or more shall receive the nightly differential for each evening or night so worked.

(2) Change to Day Tour - When the needs of the business require that an employee be temporarily changed from an evening or night tour to a day tour of duty, without 48 hours notice, shall receive time and one-half for hours worked outside of the normal tour for the first tour changed.

f. Christmas And New Year's Eves Differentials

Employees scheduled to work on Christmas or New Year's Eves (i.e., December 24 and 31) shall be paid in accordance with these Practices and in addition, shall be paid a differential of one hour's straight-time pay for each hour worked between 6:00 P.M. and 12:00 midnight.

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3.20 Out of State Differential (This Section applies to all employees except commissioned sales representatives.)

Regular employees who are required by the Company to attend out-of-state training, conference sessions or assigned to work where overnight lodging is required will be paid a twenty dollar (\$20.00) differential for each overnight.

3.21 Differential Overtime (This Section applies to all employees except commissioned sales representatives.)

When a regular employee works overtime and in the same week is paid a differential for working evenings or nights, an additional amount representing differential overtime will be paid. This is computed by 1) dividing the amount of differential by the normal hours in the work week, 2) multiplying this result by the premium portion of the overtime hours. This results in the following formula:

Amount of Differential ÷ normal hours in work x premium portion of overtime for week.

3.22 Reserved for Future Use

3.23 Service Termination Payments

a. Services Terminated by the Company - The Company shall give two weeks notice or wages in lieu of notice to regular full or part-time noncommission employees with more than six months of seniority service, commissioned employees with more than twenty-four months of seniority service whose services are to be terminated only in those cases in which the employee is terminated for unsatisfactory work or minor misdemeanor subsequent to the trial period. Wages in lieu of notice shall be paid as follows:

(1) Two weeks' pay if less than one week's notice is given by the Company.

(2) One week's pay if one week but less than two weeks' notice is given by the Company.

b. Wages in lieu of vacation shall be paid if services are terminated prior to a vacation assignment only in those cases in which wages in lieu of notices are not paid and in which the employee is terminated for unsatisfactory work or minor misdemeanor subsequent to the trial period. If an employee is eligible for either wages in lieu of notice or wages in lieu of vacation, the larger amount shall be paid.

c. Services Terminated by Employees - Regular full or part-time noncommission employees with more than six months of seniority

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service or commissioned employees with more than twenty-four months of seniority service are expected to give two weeks' notice when voluntarily terminating service with the Company. The Company shall have the option to terminate such Employees' employment following notification of voluntary termination. In such instances, employees shall be paid in lieu of the amount of the notice period remaining. Employees who resign after two weeks' notice shall receive wages in lieu of unused vacation.

3.24 Overtime (This Section applies to all employees except commissioned sales representatives.)

a. Compensation

(1) Employees may not work overtime unless specifically authorized by a supervisor.

(2) Authorized overtime worked by non-exempt employees in excess of their regular schedule (i.e., in excess of 37.5 hours or in excess of 40 hours, depending on the regular schedule for the employee's position) shall be compensated for as follows:

(a) First eleven (11) hours in a week (except overtime on a Holiday), pay at time and one-half.

or

(b) Hours in excess of the first eleven (11) overtime hours in a week (except overtime on a Holiday), pay at double time.

or

(c) Overtime on a Holiday, pay at double time and one-half. (See Paragraph 4.03, for instructions on compensation for time worked on a Holiday.)

(3) For part-time employees. Authorized overtime in excess of 7 1/2 hours in any one day or 37 1/2 hours in any one week shall be paid for at the appropriate overtime rate as provided in 3.24 a. (2) above.

(4) Temporary employees will receive payment at time and one-half for overtime hours worked after thirty-seven and one-half (37 1/2) hours of work time as appropriate in any one week.

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b. Computation - When overtime is to be paid for at time and one-half, double time or double time and one-half, as appropriate, it shall be expressed to the next higher quarter of an hour after computation, for example: time worked, 45 minutes x 1 1/2 equals 67.5 minutes and should be expressed as 1.25 hours to be paid for; time worked, 75 minutes x 1 1/2 equals 112.5 minutes and should be expressed 2 hours to be paid for.

3.25 Sunday Work (This Section applies to all employees except commissioned sales representatives.)

Regular employees shall be paid time and one-half for scheduled hours worked on Sunday. Employees who are excused with pay during scheduled hours on Sunday shall be paid at straight time for the excused absence.

3.26 Peer Training

The Company may, if business needs require, designate a qualified bargaining unit employee to assist in or conduct formal classroom training or provide other special training conducted apart from normal working activities. An employee so designated may also, if possible, continue to perform their usual work functions during such assignments. Management will assign employees to be Peer Trainers from a list of solicited volunteers whom the Company determines are qualified based on job knowledge within a specific skill set and who are available for such assignment. In no event shall such employees assigned as Peer Trainers have any involvement in discipline, progression increases, performance evaluations or making judgments regarding other employees' performance, nor shall such assigned employees have access to personnel folders, payroll records or other personnel-related documents or reports.

Employees assigned as Peer Trainers will be assigned for no less than one (1) full session nor more than sixty-five (65) work days during a twelve (12) month period, inclusive of any assignments to Performing Support Functions, regardless of the number of assignments. An employee assigned as a Peer Trainer will receive a special compensation payment of no more than a total of seven dollars and fifty cents (\$7.50) per session.

4. HOLIDAY PRACTICE

4.01 Company-Recognized Holidays

a. The Company recognizes the following holidays which are to be observed on the day so designated by The Federal Government:

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New Year's Day
President's Day
Memorial Day
Independence Day

Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas Day

b. When a Company recognized holiday falls on Saturday, holiday treatment shall be accorded those regular employees who are scheduled to work on either the designated holiday or the recognized holiday but an employee will not receive holiday treatment for both days.

c. In the event the Company desires to change any of the above holidays, it shall notify the Union of the proposed new Holiday schedule prior to November 1 of each year and meet and discuss the proposal. In no event shall the Company change the above Holiday schedule for a subsequent year without written agreement with the Union.

4.02 On Sunday

When a Company-recognized holiday falls on a Sunday, the following Monday shall be considered as the holiday.

4.03 Holiday Worktime Period

Holiday overtime work is work time during any part of the twenty-four (24) hour period from midnight of the day preceding the holiday to midnight of the Company-recognized holiday other than the holiday tour hours.

4.04 Excused Absence Period

When work requirements permit an employee to be absent by permission without pay for not more than seven (7) consecutive calendar days and when such excused absence is adjacent to or includes a Company-recognized holiday, the employee will receive holiday pay.

4.05 Extended Sickness or Leave of Absence

An employee on extended sickness without pay, or leave of absence, during a period which includes a holiday will not be paid for the holiday.

4.06 General

When a Company-recognized holiday falls on a scheduled working day, all regular employees shall be given the day off with pay provided unusual conditions do not require that they work on that day. When the holiday falls on a day that such employees are not scheduled to work, they shall be assigned a

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day off with pay, on some other day, generally within their schedule for that week except, that if the holiday falls on Saturday, the preceding day, Friday, shall be designated as the holiday. The assigned day off will then be considered as the holiday and if such employees are required to work on that day, compensation shall be in accordance with paragraph 4.07 below. All part-time employees shall receive holiday pay.

4.07 Compensation For Time Worked

a. Full-Time Employees - Full-time employees, whether scheduled or called in to work during their normal working hours on a Company-recognized holiday, shall be paid at the rate of time and one-half for time worked in addition to the normal day's pay for the holiday. Time worked outside of normal working hours shall be paid at the rate of double time and one-half whether scheduled or called in. Minimum work time shall apply as provided in Paragraph 3.17.

b. Part-Time Employees - All part-time regular employees shall receive holiday pay.

(1) Part-time employees hired prior to January 1, 1981, shall receive holiday pay treatment as follows:

(a) If the Company-recognized holiday falls on a day on which the employee is normally scheduled to work, the employee shall receive holiday pay equal to their normal scheduled hours. If required to work on that day the employee shall, in addition, be paid holiday premium for the hours worked.

(b) If the Company-recognized holiday falls on a day on which the employee is normally not scheduled to work, the employee shall receive holiday pay equal to 1/5th of their "part-time equivalent work week."

(2) Part-time employees hired on or after January 1, 1981, shall receive holiday pay treatment equal to 1/5th of their "part-time equivalent work week." If required to work on that day the employee shall, in addition, be paid holiday premium for the hours worked.

5. VACATIONS

5.01 Vacation Allowance

a. Eligibility - A vacation with normal pay (basic weekly wage rate including any fixed differential, if applicable) shall be earned in accordance with the following eligibility:

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*(1) One calendar week after completion of six months of continuous seniority service.

*(2) Two calendar weeks after completion of twelve months of continuous seniority service.

(3) Three calendar weeks after seven years of seniority net credited service are completed.

(4) Four calendar weeks after fifteen years of seniority net credited service are completed.

(5) Five calendar weeks after twenty-five years of seniority net credited service are completed.

* If an employee becomes eligible for a vacation week under (1) or (2) above, on or after December 1, such vacation week may be taken in the following calendar year, provided it is completed prior to April 1, and prior to the taking of any of the current year's vacation.

*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 1: The calendar year, for purposes of determining vacation, shall begin on January 1 and end December 31. All employees will be required to use all vacation time accrued in the calendar year accrued.

Note 2: An employee who is leaving the Company, unless for reasons of misconduct, will be paid in lieu of all vacation he or she has accrued but has not used in the calendar year. To determine the number of vacation

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

GENERAL

Month Employee	Annual Eligible Vacation Hours (See eligibility above for number of eligible weeks)				
Leaves	5 Days or	10 Days or	15 Days or	20 Days or	25 Days or
Company or (Credited Months)	1 Week (40 Hours)	2 Weeks (80 Hours)	3 Weeks (120 Hours)	4 Weeks (160 Hours)	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
March (3)	10	20	30	40	50
April (4)	13	27	40	53	67
May (5)	17	33	50	67	83
June (6)	20	40	60	80	100
July (7)	23	47	70	93	117
Aug. (8)	27	53	80	107	133
Sept. (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

Month Employee	Annual Eligible Vacation Hours (See eligibility above for number of eligible weeks)				
Leaves	5 Days or	10 Days or	15 Days or	20 Days or	25 Days or
Company	1 Week	2 Weeks	3 Weeks	4 Weeks	5 Weeks

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or (Credited Months)	(37.5 Hours)	(75 Hours)	(112.5 Hours)	(150 Hours)	(187.5 Hours)
	Number of "Earned" current Year Vacation Hours				
Jan. (1)	3.13	6.25	9.38	12.50	15.63
Feb. (2)	6.25	12.50	18.75	25.00	31.25
March (3)	9.38	18.75	28.13	37.50	46.88
April (4)	12.50	25.00	37.50	50.00	62.50
May (5)	15.63	31.25	46.88	62.50	78.13
June (6)	18.75	37.50	56.25	75.00	93.75
July (7)	21.88	43.75	65.63	87.50	109.38
Aug. (8)	25.00	50.00	75.00	100.00	125.00
Sept. (9)	28.13	56.25	84.38	112.50	140.63
Oct. (10)	31.25	62.50	93.75	125.00	156.25
Nov. (11)	34.38	68.75	103.13	137.50	171.88
Dec. (12)	37.50	75.00	112.50	150.00	187.50

Note 3: Employees who are service pension eligible and retire from the business with a service pension will be paid out their unused vacation as though it was granted based on the number of years of seniority net credited service and not based on the accrual of vacation language.

b. When an employee reaches a milestone anniversary year (for example, seven, fifteen, or twenty-five years) of seniority net credited service, he or she will be eligible to take the additional week of Vacation upon reaching the actual seniority 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 until March 31st of the following Calendar Year.

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c. After employees reach their initial (6) months of seniority net credited service, vacation days are earned proportionately during the Calendar Year.

d. Employees may take the number of vacation days for which they are eligible at the beginning of the vacation year per the eligibility section at any time during the course of the calendar year, based on the needs of the business.

e. In Calendar Weeks or Less - Generally, employees are required to take vacations in calendar weeks. Under special circumstances, full-time employees shall be allowed to take vacations, subject to work requirements, in periods of less than a calendar week or to start vacations other than at the end of the scheduled work week. In such cases, the allowance is the number of work days in the employee's normal work week (usually five) for each calendar week of vacation.

f. A Company-recognized holiday shall not be classed as a day of vacation when:

(1) Such holiday occurs during an employee's schedule for a calendar week which is taken as vacation.

(2) A vacation period of less than a calendar week is adjacent to such holiday within an employee's work schedule for that week.

g. Sickness or Accident Absences

(1) During Vacation Period - If an employee becomes incapacitated by reason of sickness or accident during a vacation, no extra vacation period will be allowed.

(2) Immediately Prior to Vacation - When an employee is absent on account of sickness or accident disability on the last scheduled working day prior to the vacation assignment, the employee shall be given a vacation after recovery, subject to work requirements. Such rescheduling shall be in the calendar year. However, when such scheduled vacation, of one week or more, is in November or December and it is not possible to reschedule the vacation in the current year because of a sickness or accident absence continuing to the end of the year, the unused vacation may be rescheduled in the first two months of the following calendar year. In such rescheduling, the employee loses seniority in the assignment of the new vacation period.

h. Day-At-A-Time - Employees who are eligible for two (2) weeks or more of vacation may use two (2) weeks to be taken on a day-at-a-time

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basis. Eligible employees may designate two (2) weeks in the current year as the reserved week for day-at-a-time. Single vacation days prior to the reserved week may be granted to employees on the basis of the earliest request, subject to work requirements, as determined by the supervisor. Employees will have the option to utilize vacation days, previously scheduled as part of their "reserve week", in one-half (1/2) day increments subject to availability.

The full week or portions of the week that have not been used on a day-at-a-time basis by the time the reserved week occurs must be taken during the reserved week as scheduled.

i. Equivalent In Wages - An employee continuing in the employ of the Company shall not receive the equivalent of the vacation allowance in wages.

5.02 Scheduling Vacations

a. Selection

- (1) All vacations are subject to work requirements.
- (2) Vacations shall be scheduled by vocational groups or groups which must be worked in combination. A maximum number of people shall be allowed to schedule their vacations at one time consistent with work requirements.
- (3) The controlling factor in the selection of two (2) weeks of the vacation shall be seniority based on seniority net credited service provided the vacation is in calendar weeks.
- (4) For employees eligible for three (3) or four (4) weeks vacation, the third week shall be scheduled in accordance with seniority net credited service after other employees have been scheduled for lesser vacation to which they are eligible.
- (5) For employees eligible for four (4) weeks vacation, the fourth week shall be scheduled in accordance with seniority net credited service after other employees have been scheduled for lesser vacation to which they are eligible.
- (6) For employees eligible for five (5) weeks vacation, the fifth week shall be scheduled in accordance with seniority net credited service after other employees have been scheduled for lesser vacations to which they are eligible. In such cases, it is expected that one (1) week will be scheduled during January, February, March, April, November or December.

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(7) At any time during the selection of vacation, employees may designate two (2) weeks to be reserved if they wish to take vacation on a day-at-a-time basis in accordance with 5.01 h. and 5.02 a. (1)-(6).

(8) Not more than two (2) weeks of the vacation shall be taken consecutively unless work requirements permit.

(9) Vacations shall be allowed during entire year dependent on the conditions previously outlined.

(10) It will not be necessary for an employee to take all or part of a vacation prior to the granting of any excused absence.

(11) Scheduling of vacations will begin by November 1st, and will be completed by December 31st.

b. Additional Day for Holiday Within Vacation Period - When an additional day of vacation is allowed because of a Company recognized holiday occurring in an employee's scheduled vacation, it may be taken with due consideration for work requirements and the vacation selections of other employees.

c. Transferees - An employee transferred within the Company shall retain seniority net credited service commensurate with length of service except that during the calendar year of transfer selection of vacation shall not interfere with vacation choices recorded by other employees in the group up to time of transfer.

5.03 Vacation Pay - Regular Part-Time Employees

For employees who were hired on or before December 31, 1980, and who work as regular part-time employees weekly vacation payments shall be based on the average of the weekly amounts paid to them during the third through sixth weeks' period prior to the vacation period including any basic wage rate increase in effect at the time of the vacation week, but the total weekly pay shall not exceed their pay for 37-1/2 or 40 hours, as appropriate, at their current basic wage rate. For employees hired or rehired January 1, 1981, and after, the provisions of Paragraph 1.04 will apply.

6. SICKNESS AND ACCIDENT ABSENCES

6.01 Short Period Sickness

a. General - A supervisor shall be notified of absence due to sickness no later than the start of the day's scheduled work time whenever possible.

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b. A regular full or part-time employee shall receive normal pay for short periods of time off duty occasioned by personal sickness as indicated below. (Also see paragraph c. which follows).

During the first year of seniority net credited service -
None

During the second year of seniority net credited service -
Five working days

After two years of seniority net credited service -
Ten working days during each service year.

In the case of a part-time employee, the length of the schedule on the absent days involved shall be considered as constituting a working day and payment shall be based on the length of the schedule on the particular days for which payment is to be made. However, in no case shall short period sickness payments be made for that portion of the absence which extends one full day or more beyond seven consecutive calendar days.

c. Consideration of Payment For Absence Beyond Ten Days - It is understood that consideration will be given to payment for necessary incidental sickness absence beyond ten days in a service year, where the circumstances warrant. Important factors in such cases would be the past record of attendance, length of service and the number and duration of Benefit Plan absences.

d. A Company-recognized holiday is classed as a day of sickness when:

(1) the holiday falls on a scheduled working day on which the employee is required to work and is absent because of sickness on that day.

(2) the holiday falls on a scheduled working day on which the employee is not required to work and is absent because of sickness on the entire afternoon or session of the scheduled working day preceding and the entire morning or session of the scheduled working day following the holiday.

e. No deduction shall be made from the short period sickness allowance of an employee for sickness on a Company-recognized holiday, temporary layoff, excused absence, or leave of absence during the year; but a change shall be made in the service year on which it is computed, in cases where all or part of the absence is not credited.

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f. Connecticut Paid Sick Leave Law – Employees who fit within the definition of “Service Worker” under Public Act number 11-52 §1(7) (i.e., General Office Associates and Senior Office Assistants) may substitute vacation days afforded under section 5.01 to receive normal pay in accordance with that Act.

6.02 Disability Benefits Plan

Employees must refer to the YP Connecticut Information Services LLC Benefits Agreement Summary Plan Description (“Disability Plan SPD”) for the specific eligibility requirements that must be satisfied for disability benefit payments for each medically-necessary absence due to sickness or accident (on-the-job or non-job-related), the maximum duration of benefits, relapse provisions, and any other specific terms and conditions of the Plan.

a. Successive Periods of Absence Due to Disabling Medical Conditions

If an employee returns to work after receiving sickness or accident benefits, the employee will again be eligible for the full 26 week period of sickness or accident benefits once he/she has been back to work on their normal work schedule with no YP Connecticut Information Services LLC Benefits or Workers’ Compensation payments for a period of **13** consecutive weeks.

If the employee returns to work and is absent again due to a disabling medical condition – whether related or not to a previous disabling medical condition – during the first 13 weeks after returning to work, the employee will be eligible only for the period of disability benefits remaining under the original 26 week period.

b. Illness Other Benefits (IOB)

Payments may be available for medically-required time off duty associated with a part-time return to work following an absence due to extended illness of at least three months duration. If approved, IOB payments may be payable for time not worked based on the employee’s eligibility for full or half pay disability benefits. Such disability payments will be counted towards usage of **26** weeks of Sickness and Accident Disability Benefit payments.

c. Special Sickness Disability Benefits

Payments may be available when it is anticipated that a full-time employee will be totally disabled in the near future (such as for scheduled surgery or delivery of a baby) and must work on a part-time basis because of a temporary and partial disability. If approved, special sickness disability benefit payments may be payable for time not worked based on the employee’s eligibility for full or half pay disability benefits. Such

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disability payments will be counted towards usage of **26** weeks of Sickness and Accident Disability Benefit payments.

6.03 Reserved for Future Use

6.04 Classification of Company-Recognized Holiday - Employees' Benefit Plan Cases

A Company-recognized holiday is classed either as a day of sickness or a day off duty occasioned by an accident when:

- a. the holiday falls on a scheduled working day on which an employee is required to work and is absent because of a sickness or accident disability on that day;
- b. the holiday falls on a scheduled working day on which an employee is not required to work and is absent because of a sickness or accident on the entire afternoon or session of the scheduled working day preceding the holiday.

7. EXPENSES

7.01 Meals (This Section applies to all employees except commissioned sales representatives.)

a. General

(1) Entertaining Other Than Company Employees - When an employee is required by the Company to incur meal expense in entertaining other than Company employees, reimbursement shall be made for all such expenses.

(2) Attending Other Than Company Meetings - An employee shall not be reimbursed for meal expenses incurred by reason of attendance at meetings of organizations such as service clubs, chambers of commerce, etc., except when the Company desires the employee to attend. If the Company requests attendance, reimbursement will be for actual meal expense incurred; if attendance is optional with the employee, reimbursement will be for one-half the meal expenses incurred.

(3) Medical Examination or Treatment Away from Home Station - An employee shall be reimbursed for meal expenses incurred when required by the Company to make a trip away from the home station for medical examination or treatment in accident or sickness cases.

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b. Declared Emergencies - When the Company declares an emergency as defined in Section 2.01 (a) (1), designated employees will be determined by title and organization by the Company. All designated employees except those employees working in locations where meals are provided by the Company will receive the following meal allowance:

- (1) Noon Lunch - \$4.00
- (2) Supper \$15.00 when working two (2) hours or more overtime beyond the end of the regular schedule.

c. Full-Time Employees - A full-time employee shall be reimbursed for expense of the following meals under the indicated conditions:

- (1) Morning Meal

Not to exceed two dollars and twenty-five cents (\$2.25) - When an employee whose tour begins at or prior to 8:00 A.M. is required to work two (2) hours or more of overtime prior to the start of the tour.

- (2) Noon Lunch

- (a) Not to Exceed \$4.00 - When working away from the home station at noon on Company business and returns the same day.

- (b) Actual Expense

- (1) When working away from the home station and work time extends one hour or more beyond the day's schedule ending with the morning session.

- (2) When working at the home station and notice of two or more hours of afternoon overtime is given on the same day that the overtime is to be worked.

- (c) When an employee whose tour ends at or after 7:00 P.M. is called out or assigned to work overtime two (2) hours or more before the start of the tour.

- (3) Supper - Not to Exceed \$9.00 when work time extends two (2) hours or more beyond the regular schedule closing at the end of the day.

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(4) All Meals - Actual Expense - When away from the home station overnight on Company business.

b. Part-Time Employees - (Effective February 1, 1990) - Supper - Not to exceed \$9 when overtime work extends for two (2) hours or more beyond the tour of duty, which does not contain a meal break of at least 20 minutes, and work ends at 7 P.M. or later.

7.02 Lodging and Commutation

a. General

(1) In connection with overnight assignments away from the home station, an employee shall lodge or commute as determined by the supervisor based on work requirements, cost to the Company and the distance to be traveled.

(2) An employee assigned to lodge away from the home station on an overnight basis or during a temporary transfer shall be reimbursed for lodging expense.

b. Lodging With Relatives or Friends - An employee working away from the home station who elects to lodge with a relative or friend in the working area, in preference to a hotel or boarding house, shall be reimbursed for lodging expense incurred but not to exceed 75% of the regular rates prevailing in that locality and for all actual meal expense incurred.

7.03 Transportation (This Section applies to all employees except commissioned sales representatives.)

a. Selection of Means of Transportation - When transportation is required in the course of Company business, the supervisor shall determine the means of transportation which is in the best interest of the Company from the standpoint of availability, adequacy and economy. Employees shall be:

(1) assigned to ride as passengers in a Company or a personal car already scheduled to make the trip.

(2) assigned to use public transportation service (use of a personal car in lieu of public transportation service is covered in a subsequent paragraph).

(3) assigned to use a Company car provided they possess a Company motor operator's certificate.

(4) authorized to use their personal car at a mileage rate; or

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- (5) authorized to use their personal car at a flat monthly allowance.

No person other than an employee or another directly or indirectly engaged in Company business shall be carried in a Company car, or in a personal car for which an allowance is paid at a mileage rate, a flat monthly rate, or a public transportation rate, without the permission of the supervisor.

b. Direct to Job Within Home Station - When an employee reports directly from home to a job at some point within the home station but away from the reporting center or returns directly home from such a job, reimbursement shall be for authorized transportation and parking expense in excess of the normal expense, not to exceed the first fifteen (15) work days of the assignment.

c. Direct to Job Away from Home Station - When an employee reports directly from home to a job away from the home station, or returns directly home from such a job, reimbursement shall be for expenses for authorized transportation in excess of that normally incurred between the home and the regular reporting center.

d. During Performance of Work - An employee shall be reimbursed for transportation expense incurred during the performance of the work if authorized by the supervisor, but under normal conditions such expense shall not be authorized for a distance of less than one-half mile.

e. Use of Personal Car - When the use of a personal car is authorized at a mileage rate, compensation shall be at the following rates:

(1) Prevailing IRS allowable reimbursement rate for use of personal car for business purposes when not more than two employees or persons (including the driver) engaged on Company business are carried.

(2) Three cents a mile additional for each additional person when more than two are carried.

When it has been determined that public transportation should be used and an employee chooses to use their own automobile for personal reasons, the supervisor may permit them to do so. However, compensation shall be limited to the lesser of the amount calculated to be reimbursed on actual mileage or the cost of public transportation.

f. Parking and Overnight Storage - In the operation of a Company car, or a personal car for which a mileage rate or a monthly allowance is paid, an employee shall be reimbursed for necessary parking charges and

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for the actual cost of overnight storage when it is necessary to remain away from the home station. Employees shall not be reimbursed for parking charges or overnight storage in the operation of their car in lieu of public transportation.

g. Medical Examination or Treatment - An employee shall be reimbursed for transportation expenses incurred when required by the Company to make a trip for medical examination or treatment in accident or sickness cases at the rate described in paragraph e. above.

h. Overtime Work - When overtime work requires an employee to incur expense for transportation for an extra trip on a scheduled day or a trip on a non-scheduled day, reimbursement shall be as follows:

(1) For a trip between the home and the job or reporting-center within the home station or a trip from home directly to a job away from the home station:

(a) the employee shall be reimbursed the actual expense of the extra trip (also see paragraph [3] below).

(2) Trip from Place of Visitation - For a trip from a place at which the employee is visiting away from home and outside of the home station, to a location within the home station:

(a) if the employee returns to the place at which visiting, reimbursement shall be for the actual transportation expense in both directions;

(b) if return is not to the place at which visiting, reimbursement shall be for the transportation expense in each direction. However, if obliged to use a different means of transportation from the distant point than had originally been planned, reimbursement for any additional transportation expense incurred thereby shall be paid.

(3) Added Expense Due to Unusual Hours - When no extra trip is required, but the employee is obliged because of unusual hours to incur additional transportation expense, reimbursement shall be for the additional expense only.

i. When as a result of a permanent closing of a Company facility employees are permanently assigned to another Company location they shall be paid an allowance for the mileage in excess of their original commute, at the rate described in paragraph e. above, for a period of four (4) months from the date of reassignment, or its equivalent if the period is extended by any paid absence period.

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j. Company-Recognized Holiday – When working on a Company-Recognized Holiday, the employee shall be reimbursed the actual expense for a trip between the home and the job or reporting center within the home station or a trip from home directly to a job away from the home station.

k. An employee called from home for duty at the reporting center for a period not continuous with scheduled working hours, shall be reimbursed for transportation expense.

7.04 Liability in Case of Accidents (This Section applies to all employees except commissioned sales representatives.)

a. The Company shall be liable for all claims directed against the Company or against an employee for injuries to and property damage of others resulting from an accident involving a Company automobile.

b. The Company shall also be liable for claims directed against the Company resulting from an accident involving an employee's personal automobile which has been authorized to be used on Company business and paid for on a mileage or monthly allowance basis.

c. When claims are directed against an employee for injuries and property damage to others resulting from an accident involving a personal car which has been authorized to be used on Company business and paid for on a mileage or monthly allowance basis, the Company shall be liable for the amount of such claims which are in excess of the liability insurance carried by the employee.

7.05 Reimbursement for Loss Sustained Through Damage to a Personal Car Used on Company Business (This Section applies to all employees except commissioned sales representatives.)

The Company will reimburse employees for financial loss sustained through damage to their personal car when used on Company business, provided:

a. such loss does not result from gross negligence of the employee, and

b. the use of the personal car is authorized and paid for on a mileage or monthly allowance basis, and

c. the form used in reporting accidents to Company cars is prepared and given to the supervisor, and

d. the loss does not result from a fire or theft of the employee's car.

7.06 Responsibility For Infractions Of The Rules Of The Road (This Section applies to all employees except commissioned sales representatives.)

Employees are responsible to comply with rules of the road, State laws or municipal ordinances. The Company will furnish a bond if required and legal assistance for an employee in the event of arrest for infractions of the rules of the road, State laws or municipal ordinances, while using a Company or personal car which has been authorized to be used on Company business and paid for on a mileage or monthly allowance basis. It will also pay the fine and costs imposed when circumstances justify such action.

7.07 Moving

- a. Regular Employees - An employee who is involuntarily placed into a long commute position under the provisions of Policies & Procedures, Part 1, I.e. (Lateral Intradepartmental Force Rearrangements) or voluntarily accepts a long commute position under the provisions of Article VIII, Section 1, paragraph i. and who relocates his/her permanent residence within six (6) months of the payroll effective date of the placement into that position and the resulting commute to the new work location is less than fifty-five (55) miles, shall be entitled to a lump sum payment of \$5,000. Any employee accepting this payment will forfeit any return, recall and/or buyback rights he/she may have to the position and/or location from which they moved.
- b. For purposes of this section, a position shall be considered as a long commute if the distance from the employee's permanent residence to the new work location is greater than that from the employee's permanent residence to the former work location and the actual one-way commuting distance from the employee's permanent residence to the new work location exceeds fifty-five (55) miles.
- c. Computation of commuting distance shall be based on the Mileage Guide published by the State of Connecticut Department of Transportation (March 1994). As specified, the distance will be expressed as whole miles between towns within the State of Connecticut.
- d. The Company may request reasonable documentation to satisfy itself that the employee has in fact permanently and legitimately changed his or her permanent address before making any lump sum payment under this section.

8. EXCUSED ABSENCE

8.01 General

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Employees shall make arrangements with their supervisor in connection with all absences.

8.02 Sickness in Family

A regular full or part-time employee absent because of emergency illness in the employee's immediate household shall be paid for that part of a day necessary to secure help for the disabled person. An employee who elects to remain off duty to care for the disabled person instead of securing help shall not receive pay. (See 1.13 for definition of "immediate household.")

8.03 Death In Family

Policy

YP provides team members with a paid leave of absence when a death occurs in a team member's immediate or extended family. This policy shall apply to bargained-for team members only to the extent that it does not conflict with the applicable collective bargaining agreement.

Immediate Family and Extended Family

"Immediate family" is defined as team member's spouse, domestic partner, daughter, son, mother, father, mother-in-law, father-in-law, brother, and/or sister. "Extended family" is defined as niece, nephew, aunt, uncle, daughter-in-law, son-in-law, brother-in-law, sister-in-law, step-sister, stepbrother, grandmother, grandfather, grandson, granddaughter, stepmother, stepfather, stepson, stepdaughter, parent of employee's dependent child, great-grandmother, great-grandfather, great-granddaughter, and/or greatgrandson.

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Pay Treatment

Team members may take up to five (5) days off for the death of an immediate family member, with pay beginning with the day of death through the day of the funeral or memorial service. Team members may take up to three (3) days off for the death of an extended family member, with pay beginning with the day of death through the day of the funeral or memorial service. If the team member requires more time off than the days allowed under this policy, the team member will need to use available Paid Time Off (PTO) days (per the PTO policy) or take unpaid time off. Pay will be calculated in accordance with the team member's regular work schedule and pro-rated for any part-time team member.

Process

Team members must notify their team leader in the event of the need for bereavement leave to let them know the time needed away from the office. Team members should code their eligible time off in e-Time as Bereavement Pay. YP reserves the right to ask for documentation of the need for bereavement time off whenever such time is requested.

8.04 Death of Co-Worker or Member of Co-Worker's Immediate Family or Immediate Household

- a. A regular full or part-time employee shall be excused from duty with pay when selected to act as a pallbearer for a deceased co-worker or a member of the immediate family or immediate household, or one who was closely associated in the business. Pay for such absence shall not exceed one day.
- b. Conditions of work permitting, a reasonable number of other employees may be excused from duty with pay to attend the funeral of a

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co-worker, member of the immediate family or immediate household, or one who was closely associated in the business. Pay for such absence shall not exceed four hours.

8.05 After Working Substantial Part of Twenty-Four Hour Period

a. Employee may be excused from duty for a portion of the succeeding day in their schedule for the purpose of obtaining needed rest when in the judgment of the supervisor it would be desirable from a health and safety standpoint under the following circumstances:

(1) when the employee has worked a substantial part of the twenty-four hour period prior to the starting time for the next scheduled reporting period.

or

(2) when such work time in (1) above has seriously interfered with the employee's normal sleeping time.

b. When in the case of a continuing emergency it is necessary in the supervisor's judgment to excuse an employee for needed rest, the employee shall receive pay for that part of the excused time which is common to both the normal schedule and the rearranged hours of work.

The amount of such excused absence will not count in considering requests for excused absence with pay for other reasons.

8.06 Reserved for Future Use

8.07 Quarantine

A regular full or part-time employee quarantined by health authorities because of a contagious disease shall be paid during the period of quarantine.

8.08 Medical Examinations

a. A regular full or part-time employee required by the Company to make a trip away from the home station during scheduled working hours for a medical examination or treatment in an accident or sickness case shall be paid for the necessary time off duty.

b. A regular full or part-time employee required by the United States Government to report at a United States Veterans' Hospital for a medical examination in connection with service disability shall be paid for the necessary time off duty.

8.09 Court Witness Duty

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A regular full or part-time employee subpoenaed for court witness duty shall be paid for the necessary time off duty.

8.10 Principal in Court Action

A regular full or part-time employee will be allowed the necessary time off duty to be a principal in a court action. Payment for such absence will be determined on an individual basis and will be granted to employees who have had little time off duty with pay because of sickness or excused absence within the last twelve months.

8.11 Jury Duty

A regular or temporary full or part-time employee on jury duty shall be paid their normal basic pay during the absence. Employees are obligated to pay to the Company all monies received as jury fees. An employee shall not be required to report for work any part of a day that the employee reports for jury duty.

8.12 Armed Forces Duty

a. Training and Emergency Duty - Time off with difference in pay shall be granted to regular employees who are members of the National Guard or the Military Reserve of the Armed Forces under the conditions specified below. Difference in pay shall be based on the employee's regular basic wage, including any fixed differentials, less military pay and any deductions required by law. In the event that an employee participates in more than one of the training periods referred to below, the aggregate pay treatment shall not be applied to more than two weeks in any one year.

(1) Annual Military Training - Employees who are members of the National Guard or the Military Reserve of the Armed Forces and are called and expected to participate in annual military training shall be excused with difference in pay for a period not to exceed two weeks in any one year.

(2) Voluntary Training Periods - Employees who are members of a reserve component of the Armed Forces and volunteer for annual military training, shall be excused with difference in pay for a period not to exceed two weeks in any one year. The reservist should make every attempt to arrange for a training period at a time convenient to the Company.

(3) Special Training Courses - Employees who are members of the National Guard or the Military Reserve of the Armed Forces and volunteer for specialized training programs conducted at

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regular service training installations shall be granted the necessary time off for such purposes as called for under valid orders. When an employee is excused for such purposes a leave of absence covering the entire period, with difference in pay for the first two weeks, shall be granted. The reservist should make every attempt to arrange for a training period at a time convenient to the Company.

(4) Emergency Duty - Employees who are members of the National Guard or the Military Reserve of the Armed Forces and are ordered out for temporary emergency duty shall be excused with difference in pay for periods up to a total of two weeks in any one year. Absence for such duty will not affect the eligibility of these employees for treatment with respect to the training programs outlined above.

b. Occasional Celebrations - A regular full or part-time employee required to participate in occasional celebrations such as parades as a member of an active military unit shall be allowed the necessary time off duty, but not to exceed one day with pay on each such occasion.

8.13 Veterans' Organization

A regular employee shall not be paid for time off duty to attend conventions as a member of a veterans' organization. A regular full or part-time employee shall be allowed the required time off duty, subject to work requirements, to participate in special local celebrations or parades as a member of a veterans' organization, but not to exceed one day with pay on such occasion.

8.14 Blood Donors

A regular employee shall be allowed time off duty with pay to act as a volunteer blood donor:

- a. to a member of the immediate family, other employees or members of their immediate family;
- b. in case of emergency at the request of a physician and other facilities are not available.

All other cases shall be treated on their merits.

8.15 Work Certificate

When it is necessary for a new employee to take time off duty to secure a work certificate, such time off duty shall be without pay.

8.16 Other Excused Absence With Pay

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a. A regular employee shall be allowed time off duty with pay not to exceed one day when responsible for making the funeral arrangements for a relative other than those in the immediate family. (See 8.03 for immediate family or household.)

b. When in the judgment of the Company conditions of work permit, regular employees who have had little time off duty with pay because of sickness or excused absence within the last twelve months, may be allowed the necessary time off duty with pay not to exceed one (1) day per occasion:

- (1) to attend the wedding of a member of the immediate family;
- (2) to attend the funeral of a relative or intimate friend not in the immediate family or household;
- (3) to attend to other important personal matters.

8.17 Reserved for Future Use

8.18 Excused Work Days

a. Each regular employee who has at least six months of seniority net credited service on January 1 of a calendar year shall be eligible for *five* Excused Work Days with pay and one Excused Work Day without pay during the year.

b. Employees who do not work on their paid Excused Work Day shall be paid for the day as if for a normal or standard day worked (excluding any wage incentive or productivity payments) provided they are on the active payroll of the Company on that Excused Work Day.

c. One paid Excused Work Day in each calendar year may be designated by the Company for employees in an administrative work group (as designed by the Company) or in any larger group, including the entire Company. Employees in any such group for which an Excused Work Day is designated by the Company and who are not otherwise eligible for a paid Excused Work Day shall be excused and paid for such designated day as set forth in paragraph a., provided they are on the active payroll of the Company on the designated Excused Work Day.

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

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e. Employees who are required to work on their Excused Work Day shall have that day rescheduled. Except for Account managers, Account Executives- Interactive Media and Senior account managers, all hours worked during the employee's normally scheduled hours for that day shall be paid at the rate of time and one-half; all hours worked outside of the normal schedule will be treated at the appropriate overtime rate.

f. Employees who are eligible for Excused Work Days will select, in vacation seniority order, from the time available, their choice of days. Note: the Company will permit up to 25% of the employees in a work group to select Columbus Day as an Excused Work Day. These days will be selected after all full vacation weeks have been scheduled. Eligible employees may schedule the Excused Work Days as "reserve time" through the first full calendar week of May of the following year. This "reserve time" is a block of work days equal to the total amount of eligible Excused Work Days not specifically scheduled. Employees will have the option to utilize Excused Work Days, previously scheduled as "reserve time", in one-half (1/2) day increments subject to availability. Any time off not taken by the employee prior to the scheduled "reserve time" must be taken during the scheduled "reserve time" selected by the employee.

g. Employees may utilize three of their existing excused work days in a flexible manner so as to permit them to have the ability to take time off in minimum one hour intervals due to dependent care and other personal needs. Such time should be scheduled in advance, whenever possible, and will precede the granting of unpaid excused absence (AX).

h. Special Christmas Days –

As agreed upon in bargaining, the Company will give bargaining unit employees three (3) days off during the Holiday Week between Christmas and New Year's 2016 and 2017 as follows:

- December 26th, (Christmas Observed) 27th, 28th, 29th, and 30th in 2016, (Company holiday designated as Christmas Eve in the contract book will be moved from Dec 24th to Dec 30th)
- December 26th, 27th, 28th and 29st in 2017 (Company holiday designated as Christmas Eve in the contract book will be moved from Dec 24th to Dec 29th)

During these days off the company will pay the employees their base pay.

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8.19 Leave of Absence - Other Excused Absence Without Pay

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Employees must refer to the YP Connecticut Information Services LLC Benefits Agreement Summary Plan Description (“Leave of Absence SPD”) for the specific eligibility requirements that must be satisfied for each type of leave, the maximum duration of the leave, the amount of net credited service that will be granted for the period of the leave (if any), the continuation of benefit coverage provisions, and job reinstatement provisions (if any) that are associated with each type of leave, and any other specific terms and conditions of the leave. YP Connecticut Information Services LLC leaves of absence that are covered by state or federal FMLA legislation will run concurrently with the FMLA leave.

a. **Departmental Leave** – A regular employee shall be allowed time off duty without pay to the extent that work requirements permit but not to exceed one month. In certain instances the period of such excused absence without pay may be extended beyond one month in which case the total period of absence shall be considered as a Leave of Absence under paragraph b. or c. below.

b. **Non-Discretionary Leaves** – A regular employee shall be allowed time off duty without pay for the following purposes, provided all requirements described in the Leave of Absence SPD have been met.

(1) Family Care Leaves:

(a) *Anticipated Disability*, for an employee who provides medical certification of a condition for which medical treatment or surgery has been scheduled or the birth of child anticipated to occur during the requested Leave period. The leave will end the earlier of: (a) twelve months from the start date; or (b) the day prior to the anticipated medical treatment, surgery, birth of the child, or the onset of a certified disability that is related to the condition for which the leave was requested. Employees granted such Leave are guaranteed reemployment to the same job or one of similar status and pay at the end of the Leave.

(b) *Care of Newborn Children*, for an employee who has either given birth to a child or is the natural father of the child, or is the registered domestic partner of the natural parent of the child. Leave must begin prior to the child’s 4th birthday. In instances of multiple births (e.g., twins, triplets), only one such leave will be granted. Guaranteed reinstatement to the same job or one of similar status and pay for up to 6 months following birth of the baby or the leave commencement date whichever is later. Reemployment after that date will be guaranteed for up to 12 months from the leave commencement date, but not

GENERAL

necessarily to the employee's former job, similar status, or pay level.

(c) *Care of Adopted Child* – for an employee who provides evidence of direct association (father or mother, or the registered domestic partner of the adoptive parent) with an adoptive child under 18 years old (minor child) on the day prior to the leave commencement date. Leave must begin prior to the child's 4th birthday, or within one year from the date of custody if later. Guaranteed reinstatement to the same job or one of similar status and pay for up to 6 months from the leave commencement date. Reemployment after that date will be guaranteed for up to 12 months from the leave commencement date, but not necessarily to the employee's former job, similar status, or pay level.

(d) *Care of Seriously Ill Child* – for an employee who provides evidence that they have a minor child with a serious health condition. This leave is also available for an employee who provides evidence that their registered domestic partner's minor child has a serious health condition. Guaranteed reinstatement to the same job or one of similar status and pay for up to 6 months from the leave commencement date. Reemployment after that date will be guaranteed for up to 12 months from the leave commencement date, but not necessarily to the employee's former job, similar status, or pay level.

(e) *Care of Seriously Ill Family Member* – for an employee who provides evidence that they have a member of the immediate family with a serious health condition, with a maximum leave period of 12 months within any two year period. This leave is available for a registered domestic partner. Guaranteed reinstatement to the same job or one of similar status and pay for up to 6 months from the leave commencement date. Reemployment after that date will be guaranteed for up to 12 months from the leave commencement date, but not necessarily to the employee's former job, similar status, or pay level.

The following provisions apply to all Family Care Leaves:

- An employee must return to work for a minimum of six (6) months between successive Family Care leaves; except that this requirement shall not apply for Care of Newborn Child leaves which commence following an Anticipated Disability leave.

GENERAL

- Transitional part-time employment for otherwise full time employees will be available for up to three (3) consecutive months following all Family Care leaves, subject to the following conditions:

- Work time will be scheduled based on departmental policy and business needs;
- Upon return to work, the employee must work a minimum of 20 hours; and
- Employee will be paid based on actual (part-time) hours worked, but will be classified as full time for all other purposes.

(2) Military or Public Health Services Leave - in accordance with Policies and Procedures - Part 2 of this Contract and all related legislation including the Uniformed Services Employment and Reemployment Rights Act of 1994.

(3) On-the-Job Accident Disability Leave - for an employee who has been injured on the job and provides medical evidence to substantiate that they are likely to recover sufficiently to perform all of the essential functions of their job within a six-month period following their receipt of the maximum 52 weeks of accident disability benefits under the terms of the YP Connecticut Information Services LLC Benefits Agreement.

(4) Public Office Leave - in accordance with state legislation, for employees to serve as an elected member to full-time municipal or state office, and full-time members of the state's general assembly; and

(5) Union Business - for employees to attend to union business matters on a full-time basis.

c. **Discretionary Leave** – an Employee may request a leave of absence without pay for the following reasons, and to the extent work requirements permit such leave shall be granted provided all requirements have been met.

(1) Expiration of Sickness Disability Benefits (for illness or off-the-job injuries) - for an employee who provides medical evidence to substantiate that following their receipt of the maximum 26 weeks of sickness disability benefits under the terms of the YP Connecticut Information Services LLC Benefits Plan, they need a short additional period of time to recover sufficiently to perform all of the essential functions of their job.

GENERAL

(2) Ineligibility for Sickness Disability Benefits (for illness or off-the-job injuries) - for an employee whose disability absence extends beyond a period of one month, in cases of ineligibility for sickness benefits under the YP Connecticut Information Services *LLC* Benefits Plan; and

(3) Personal/Other Reasons - for an employee who requests relief from duty and whose services the Company desires to retain.

9. MISCELLANEOUS

9.01 Training

Training is covered in this Section.

9.02 Training by Seniority

All training will be done on a senior volunteer basis. In the absence of senior volunteers, inverse seniority will apply by work group.

a. work group will be defined as: Manager group, by title, home station, or job function.

b. when all job holders are to receive the same training over a limited period of time, seniority may be waived after discussion and mutual agreement is reached between management and the appropriate business agent.

9.03 Reserved for Future Use

9.04 *Reserved for Future Use*

9.05 Solicitation of Contributions

a. Company-Initiated Solicitation For Welfare Purposes - The Company will not initiate the solicitation of contributions among bargaining unit employees, except for the Red Cross and local Community Chests. Such solicitations shall be made by employees designated by the Union.

b. Employee-Initiated Solicitations For Welfare Purposes - If employees desire to make solicitations for charitable or similar welfare purposes among bargaining unit employees during hours of work, permission shall be secured through the supervisor. If the purpose of the solicitation is approved, the solicitation shall be handled by employees designated by the Union. Sealed containers shall generally be used when cash contributions are secured.

GENERAL

- c. Solicitation For Gifts To Supervisors - Employees shall not solicit funds for gifts to supervisors or for presents in connection with service emblem awards to supervisors.

9.06 Sale of Tickets and Merchandise

- a. Tickets for raffles, entertainment, or for other purposes shall not be offered for sale during hours of work.
- b. Orders for candy, Christmas cards, silverware, turkeys, etc., shall not be solicited during hours of work, and merchandise for sale shall not be displayed on Company property. Deliveries of merchandise purchased by a group of employees on such sales made out of hours may be only to the House Service department or in the smaller exchanges, to the Business Office.

9.07 Employment Outside of the Company

An employee shall obtain the approval of the Company before engaging in any other business or work for compensation, including professional or semi-professional athletics.

9.08 Habitual Tardiness

Employees who are habitually tardy shall be subject to disciplinary action.

9.09 Health Standards

Employees shall be responsible for maintaining reasonable standards of physical and mental health. Incapacitated employees must take proper care of themselves and have proper treatment. Failure to cooperate with the Company in this respect may result in disciplinary action.

9.10 Use of Intoxicating Beverages or Controlled Substances

An employee shall not drink any intoxicating beverage nor unlawfully use (or possess) any illegal or controlled substance during working hours, report on the job or drive a car on Company business while impaired due to such use, nor drink or use said substance on Company property. An infraction of these rules shall make the employee subject to disciplinary action.

9.11 Employee Identification

As may be required by law, governmental agencies, or in the public interest, the Company shall take necessary steps for the identification of employees as follows:

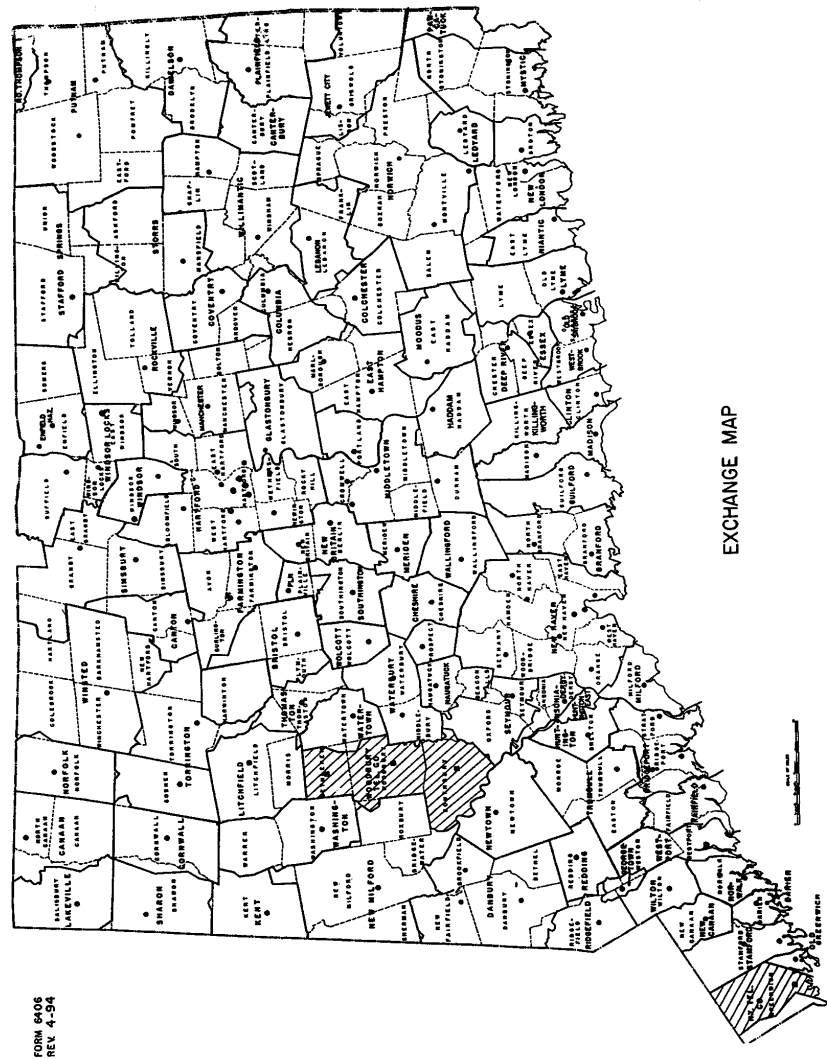
GENERAL

- a. Require authoritative evidence of the place and date of birth and citizenship of the employee and the employee's parents, and spouse.
- b. Require a sworn statement that an employee is not affiliated with any society or party banned by law.
- c. Require the photographing and fingerprinting of employees.
- d. Issue identification cards or badges which employees shall be required to carry with them at all times when engaged on Company business. A penalty of \$2.00 may be levied in each instance where a card or badge is lost or becomes mutilated due to causes other than wear from normal use.

9.12 Return of Company Property

Whenever an employee leaves the service of the Company, all Company property shall be returned. In some instances, cash may be collected if the articles have been lost or retained.

GENERAL



GENERAL

APPENDIX C

JOB TITLES

<u>JOB CODE</u>	<u>JOB TITLE</u>	<u>Salary Grade</u>
B08007		C2
B08011		C2
B08005		VI
B08001		VL
B08010		WO
B08009		VI
B08014		XG
B00685		VH
B00720	GNL OFC ASSOCIATE	VS
		XC
		VI
		C1
	Senior Account Manager	
	Account Manager	
	Sales Executive	
B08003	SALES SUPP ASST	VI
B08012		C3
B08002		VI

JOB TITLES

WAGE SCHEDULES

YP Connecticut Information Services Wage Schedules												
Effective 4-11-15												
2.00%												
Wage Sched	Start	Step 0.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VH	\$ 679.30	\$ 993.00	\$ 1,137.00	\$ 1,213.80	\$ 1,295.90	\$ 1,383.50	\$ 1,476.00	\$ 1,576.00	\$ 1,681.50	\$ 1,794.80	\$ 1,915.20	\$ 2,127.00
VI	\$ 714.10	\$ 1,044.60	\$ 1,195.80	\$ 1,276.50	\$ 1,362.60	\$ 1,453.90	\$ 1,552.00	\$ 1,656.50	\$ 1,768.00	\$ 1,887.00	\$ 2,013.90	\$ 2,235.80
VL	\$ 841.40	\$ 1,230.30	\$ 1,408.70	\$ 1,504.00	\$ 1,605.30	\$ 1,713.50	\$ 1,828.20	\$ 1,951.70	\$ 2,082.80	\$ 2,222.70	\$ 2,372.00	\$ 2,634.30
VS	\$ 660.10	\$ 904.30	\$ 1,035.90	\$ 1,105.80	\$ 1,180.90	\$ 1,259.60	\$ 1,345.00	\$ 1,435.10	\$ 1,531.90	\$ 1,635.30	\$ 1,745.20	\$ 1,949.60
WI	\$ 761.90	\$ 1,114.30	\$ 1,276.00	\$ 1,361.60	\$ 1,454.00	\$ 1,551.40	\$ 1,655.80	\$ 1,767.40	\$ 1,886.30	\$ 2,013.10	\$ 2,148.20	\$ 2,385.20
WO	\$ 1,078.10	\$ 1,576.60	\$ 1,805.10	\$ 1,927.40	\$ 2,056.90	\$ 2,195.60	\$ 2,343.10	\$ 2,500.80	\$ 2,669.10	\$ 2,848.30	\$ 3,039.80	\$ 3,375.00
XG	\$ 714.10	\$ 1,081.20	\$ 1,238.30	\$ 1,321.80	\$ 1,410.70	\$ 1,505.40	\$ 1,606.70	\$ 1,715.10	\$ 1,830.60	\$ 1,953.70	\$ 2,085.00	\$ 2,314.80
XJ(XC)	\$ 948.80	\$ 1,386.90	\$ 1,588.30	\$ 1,694.70	\$ 1,809.90	\$ 1,931.60	\$ 2,061.70	\$ 2,201.10	\$ 2,348.50	\$ 2,506.10	\$ 2,674.70	\$ 3,094.00

WAGE SCHEDULES

YP Connecticut Information Services Wage Schedules												
Effective 4-11-16												
2.00%												
Wage Sched	Start	Step 0.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VH	\$ 679.30	\$ 994.80	\$ 1,141.10	\$ 1,220.40	\$ 1,305.30	\$ 1,396.10	\$ 1,492.10	\$ 1,596.10	\$ 1,706.00	\$ 1,824.20	\$ 1,950.00	\$ 2,169.50
VI	\$ 714.10	\$ 1,046.50	\$ 1,200.10	\$ 1,283.50	\$ 1,372.50	\$ 1,467.10	\$ 1,568.90	\$ 1,677.60	\$ 1,793.70	\$ 1,917.90	\$ 2,050.50	\$ 2,280.50
VL	\$ 841.40	\$ 1,232.50	\$ 1,413.80	\$ 1,512.20	\$ 1,617.00	\$ 1,729.10	\$ 1,848.10	\$ 1,976.50	\$ 2,113.10	\$ 2,259.10	\$ 2,415.10	\$ 2,687.00
VS	\$ 660.10	\$ 905.90	\$ 1,039.70	\$ 1,111.80	\$ 1,189.50	\$ 1,271.10	\$ 1,359.70	\$ 1,453.40	\$ 1,554.20	\$ 1,662.10	\$ 1,776.90	\$ 1,988.60
WI	\$ 761.90	\$ 1,116.30	\$ 1,280.60	\$ 1,369.00	\$ 1,464.60	\$ 1,565.50	\$ 1,673.90	\$ 1,789.90	\$ 1,913.70	\$ 2,046.00	\$ 2,187.30	\$ 2,432.90
WO	\$ 1,078.10	\$ 1,579.50	\$ 1,811.70	\$ 1,937.90	\$ 2,071.90	\$ 2,215.60	\$ 2,368.70	\$ 2,532.60	\$ 2,707.90	\$ 2,894.90	\$ 3,095.10	\$ 3,442.50
XG	\$ 714.10	\$ 1,083.20	\$ 1,242.80	\$ 1,329.00	\$ 1,421.00	\$ 1,519.10	\$ 1,624.20	\$ 1,736.90	\$ 1,857.20	\$ 1,985.70	\$ 2,122.90	\$ 2,361.10
XJ(XC)	\$ 948.80	\$ 1,389.40	\$ 1,594.10	\$ 1,703.90	\$ 1,823.10	\$ 1,949.20	\$ 2,084.20	\$ 2,229.10	\$ 2,382.70	\$ 2,547.10	\$ 2,723.30	\$ 3,155.90

WAGE SCHEDULES

YP Connecticut Information Services Wage Schedules												
Effective 4-9-17												
2.00%												
Wage Sched	Start	Step 0.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VH	\$ 679.30	\$ 996.60	\$ 1,145.20	\$ 1,227.10	\$ 1,314.80	\$ 1,408.80	\$ 1,508.40	\$ 1,616.40	\$ 1,730.80	\$ 1,854.10	\$ 1,985.50	\$ 2,212.90
VI	\$ 714.10	\$ 1,048.40	\$ 1,204.50	\$ 1,290.50	\$ 1,382.50	\$ 1,480.40	\$ 1,586.00	\$ 1,699.00	\$ 1,819.80	\$ 1,949.30	\$ 2,087.80	\$ 2,326.10
VL	\$ 841.40	\$ 1,234.70	\$ 1,418.90	\$ 1,520.40	\$ 1,628.80	\$ 1,744.80	\$ 1,868.30	\$ 2,001.70	\$ 2,143.80	\$ 2,296.10	\$ 2,459.00	\$ 2,740.70
VS	\$ 660.10	\$ 907.50	\$ 1,043.50	\$ 1,117.90	\$ 1,198.20	\$ 1,282.70	\$ 1,374.50	\$ 1,471.90	\$ 1,576.80	\$ 1,689.30	\$ 1,809.20	\$ 2,028.40
WI	\$ 761.90	\$ 1,118.30	\$ 1,285.30	\$ 1,376.50	\$ 1,475.30	\$ 1,579.70	\$ 1,692.20	\$ 1,812.70	\$ 1,941.50	\$ 2,079.50	\$ 2,227.10	\$ 2,481.60
WO	\$ 1,078.10	\$ 1,582.40	\$ 1,818.30	\$ 1,948.50	\$ 2,087.00	\$ 2,235.70	\$ 2,394.50	\$ 2,564.80	\$ 2,747.30	\$ 2,942.30	\$ 3,151.40	\$ 3,511.40
XG	\$ 714.10	\$ 1,085.20	\$ 1,247.30	\$ 1,336.20	\$ 1,431.30	\$ 1,532.90	\$ 1,641.90	\$ 1,759.00	\$ 1,884.20	\$ 2,018.20	\$ 2,161.50	\$ 2,408.30
XJ(XC)	\$ 948.80	\$ 1,391.90	\$ 1,599.90	\$ 1,713.20	\$ 1,836.40	\$ 1,966.90	\$ 2,106.90	\$ 2,257.50	\$ 2,417.40	\$ 2,588.80	\$ 2,772.80	\$ 3,219.00

WAGE SCHEDULES

WAGE SCHEDULES

WAGE SCHEDULES

WAGE SCHEDULES

APPENDIX D

NEW JOB TITLES

1. General

Whenever the Company determines it appropriate to create a new job title in the Bargaining Unit or restructure an existing Bargaining Unit job title, it shall notify the Executive Vice President of the Union in writing. Restructure, for purposes of this Appendix, shall be limited to those situations in which the duties of an existing Bargaining Unit job title are so significantly changed by the Company that the associated job specification document ("Job Spec") no longer reflects the major functions of the restructured job. The notification shall include the job title, the new job spec for the job title, and the initial Wage Schedule for the job title. The initial Wage Schedule shall be classified as temporary until finalized as described below.

2. Staffing

Following the notice to the Union, the Company may proceed to staff the Bargaining Unit job title.

3. Review and Finalization

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 above, the temporary designation shall be removed and the Wage Schedule will be final. If negotiations are so initiated, and agreement is reached between the parties within sixty (60) days following the receipt of notice from the Company, at the beginning of the next biweekly payroll period the agreed upon Wage Schedule shall 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, 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.

NEW JOB TITLES

(1) If agreement is reached in the mediation process, at the beginning of the next biweekly payroll period the agreed upon Wage Schedule shall replace the Wage Schedule designated as temporary.

NEW JOB TITLES

(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. At the beginning of the next biweekly payroll period the Wage Schedule designated by the mediator shall replace the Wage Schedule designated as temporary. Retroactive payment will be made if required.

c. The mediator used in the mediation processes referred to in Paragraph b. above shall be selected by mutual agreement of the parties from a list of mediators compiled by the American Arbitration Association. Such individuals on the list shall possess acknowledged expertise in the area of job evaluation. The parties will split the cost of the mediator.

Policies and Procedures

Part 1

YP CONNECTICUT INFORMATION SERVICES LLC TRANSFER PLAN

I. General

a. This Staffing Plan specifies procedures to be followed in the handling of bargaining unit advancements, laterals and downgrades to jobs in the same or different departments within YP Connecticut Information Services LLC. An advancement is considered to be a move to another bargaining unit job title with a higher maximum basic rate of pay than the employee's present job. A lateral move is a move to the same job title in a new location or a different job title with the same maximum basic rate of pay. A downgrade is a move to another job with a lower maximum basic rate of pay.

b. Employees shall be informed of all bargaining unit jobs within the Company, the qualifications required for these jobs, and how to request and process transfers.

c. (1) All employees may make requests for consideration to any bargaining unit job in any location provided they have met minimum residency on their present title and location and have not been moved at their own request. Residency is twelve (12) months for employees in non-Sales titles and twenty-four (24) months for employees in Sales titles. Employees may submit an unlimited number of requests.

(2) Employees will be permitted to submit Job Vacancy Requests for a specific title in a defined geographical area or statewide basis. However, if any employee is the successful candidate for a vacancy on that title and refuses the opportunity, then that geographical area or statewide request is removed for that title in accordance with Part V. a.

(3). Further, no request for that title at any specific location will be accepted in accordance with the provisions in Part V. a. (3).

(3) Title to title location changes may be requested prior to fulfilling the residency requirement. The minimum length of time on location is twelve (12) months for employees in non-Sales titles and twenty four (24) months for employees in Sales titles.

d. Monthly Job Vacancy Forecasts listing anticipated occupational vacancies will be posted on the 1st of every month for the upcoming three (3) month period. Special Bulletins will normally be posted on an as needed basis for requisitions received after the regularly scheduled Forecasts are posted.

(1) There will be a time period (normally one week) for interested employees to submit Job Vacancy Requests for openings identified on the forecasts.

(2) Employees will be responsible for securing supervisory approval for Job Vacancy Requests submitted for "posted jobs".

(3) If supervisory approval is not available during the mandated timeframes, the employee may directly submit the Job Vacancy Request form to Staffing and must provide his or her supervisor with a copy of the submitted Job Vacancy Request form. Staffing will accept these "unsigned" Job Vacancy Requests from employees, subject to verification of supervisory approval of the requests via receipt of supervisor signed form. All other normal Staffing rules will remain in place (e.g., residency, seniority, qualifications, selection procedures, etc.).

e. To enable entities, such as Departments to effectively utilize their existing forces, lateral intradepartmental force rearrangements may be made, on a permanent transfer basis, senior volunteer or inverse seniority based on the seniority net credited service date anywhere within the following entities of YP Connecticut Information Services LLC:

- (1) Administrative Services
 - Customer Service
 - Publishing
 - Sales

f. Employees who have been moved under Part I, paragraph e. above, will have priority in returning to the original reporting center on a seniority basis when a vacancy occurs. If the return occurs in less than one (1) year, the original move will be considered as having been a temporary move, and the appropriate treatment under Wage & Working Practices, Appendix B General-All Departments 2.02 a. and 7.03 c. will apply retroactively.

II. Job Vacancy Requests

a. An employee who wishes to be considered for another job and/or location should submit a Job Vacancy Request. Job Vacancy Requests remain active for one (1) year. Employees may cancel and change their requests at any time.

Employees must have an appraisal of record rated satisfactory or higher to submit a Job Vacancy Request. If appraisal of record is less than satisfactory, an employee will be unable to submit a Job Vacancy Request.

Employees with appraisal of record rated satisfactory or higher but with a category rating of less than satisfactory will only be considered for placement if the requisition is noted that the receiving department will accept candidates with a category less than satisfactory rating even though their appraisal of record is satisfactory or higher overall.

b. All requests must be forwarded to Staffing within one (1) week after the employee submits it to supervision.

c. If during the year an employee gains additional training or experience that could bear on determining additional factors according to the Job Specification, it will be the employee's responsibility to update the request.

d. If an employee has a Job Vacancy Request on file and a new appraisal is scanned that is less than satisfactory, the current Job Vacancy Request is canceled. If current appraisal is less than satisfactory, employee will be unable to submit a Job Vacancy Request. It is the supervisor's responsibility to submit new appraisal information to Staffing.

III. Transfer Qualifications

a. Staffing will determine if the employee meets the basic qualifications for the particular job being requested and also if the employee has additional factors which indicate job related qualifications in addition to the basic qualifications. Following this review, Staffing will rate the employee as:

- (1) Qualified with additional factors
- (2) Qualified
- (3) Not qualified

b. Staffing will notify supervision for candidate testing/assessment/job offers.

c. Employees' Job Vacancy Requests will remain active for one (1) year unless canceled due to declining a job offer/testing/employee cancel/less than satisfactory appraisal.

d. If the employee fails to meet the basic qualifications for the particular job being requested, Staffing will so notify the supervisor, giving the reasons for not qualifying. The supervision will inform the employee and will give

advice regarding the deficiencies. When the employee feels the deficiency has been corrected, a request may be resubmitted.

IV. Vacancies

a. After lateral intradepartmental force rearrangements take place, including those returning from military, anticipated disability, care of newborn children, adoptive children care leaves, and lay-offs, an Employment Requisition is forwarded to Staffing.

b. Generally, Staffing will consider candidates for filling vacancies in the following sequence:

- (1) Mandatory return from leaves, legal, or grievance requirements
- (2) Lateral intradepartmental force arrangements
- (3) Filling of vacancies pursuant to Article VIII
- (4) Retreats
- (5) Recall
- (6) Requests for lateral movement
- (7) Requests for downgrade movement
- (8) Requests for promotional movement
- (9) Non-mandatory return from leaves
- (10) Candidates from other sources

c. If needs of the business dictate, steps 1 through 10 may be considered concurrently.

V. Selection

a. General

(1) Upon receipt of an Employment Requisition, Staffing will secure the list of the applicants for the job in Staffing of that date.

(2) When qualifications are substantially equal, the senior employee, determined based on the seniority net credited service date, will be selected.

(3) If an employee declines a job offer, their Job Vacancy Request will be canceled and the employee will not be able to make the same Job Vacancy Request for one (1) year from the date of declination. A new request for another job title may be substituted in its place.

b. Staffing Selected Jobs

(1) Staffing will maintain a list of those bargaining unit jobs designed as Staffing Selected Jobs.

(2) Staffing will make the selection for these jobs.

c. Department Selected Jobs

(1) All bargaining unit jobs not listed as Staffing Selected Jobs will be filled through hiring supervision.

(2) Staffing will forward to hiring supervision a list of applicants for the position.

(3) Hiring supervision shall notify the appropriate Business Agent before announcement of the selection is made.

(4) Staffing, on request of the supervisor of an employee not selected, reports the appropriate information concerning the selection received from hiring supervision. Staffing, on request of the supervisor, also arranges for an interview with the hiring supervisor for an employee not satisfied with this information.

d. Retreats

(1) If within six (6) months (exclusive of any formal training) after placement in the new job the employee elects to return to the former job, or is disqualified by the Company on the basis of unsatisfactory performance in the new job, the employee may return to the former job or an equivalent job. The employee may not apply for transfer again until they attain the title and residency period of time required for their position.

VI. Procedural Exceptions

a. If an employee's condition, as indicated by medical authority and concurred in by the Company's medical group, is such that a change of job is necessary, transfer to a job with the same or lower maximum shall have priority over requests in Staffing.

b. Nothing in these policies shall be construed in such a way as to prevent the Company from establishing limitations from or into any work force group where required for the safe and efficient operation of the business.

c. From time to time the Company may grant "Tight Labor Market" (TLM) wage credits to new hires into specific job titles and work locations. TLM wage credits will only be granted during a competitive labor market that makes it difficult to attract and produce sufficient flow of qualified individuals even after rigorous recruiting efforts and the use of other types of wage credit (i.e., for relevant work experience and/or education). TLM wage credits may be authorized by the hiring department for a maximum of six (6) months and up to a maximum of eight (8) steps on the wage progression schedule. Application of the TLM wage credit may be in combination with other types of wage credits granted to new hires in accordance with Staffing guidelines.

The Company will notify the Union, in writing, whenever TLM wage credit is authorized. Notification will include the job title, the work location, the

amount of wage credit authorized, and the expected duration. The Company also agrees to discuss with the Union what impact, if any, such TLM authorization has on incumbent employees in the same job title and location.*

* At a minimum, and if necessary, the Company will adjust the pay rates of all incumbent employees in the same job title and location up to the level of the TLM authorized wage credits granted to a new hire into that job title and location.

Policies and Procedures

Part 2

**MEMORANDUM RELATING TO ABSENCES DUE TO
MILITARY OR PUBLIC HEALTH SERVICE**

I. General

1. The provisions of this memorandum apply to necessary absences of employees entering the Armed Forces or the Public Health Service on or after June 30, 1967, (the effective date of the Military Selective Service Act of 1967).
2. For the purposes of this memorandum:
 - a. "Armed Forces" means the Army, Air Force, Navy, Coast Guard and Marine Corps of the United States, membership in which requires the usual form of military induction or enlistment and subjects the individual to full time active duty under military regulations and carries military pay. It also includes Commissioned Officers of the Public Health Service entering on active duty with that organization.
 - b. "Employee" means a regular employee.
 - c. "Dependents" are those defined in the "Career Compensations Act of 1949."

II. Leaves of Absence

Leaves of absence will be granted to employees entering the Armed Forces or the Public Health Service who:

- a. are inducted under selective service regulations;
- b. enlist or volunteer for active duty; or
- c. are ordered or called to active duty.

Such leaves of absence will be effective on the date of entry into the Armed Forces or Public Health Service.

III. Status Under the Benefit Plans

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1. Employees who are granted leaves of absence to enter the Armed Forces or Public Health Service and who make application for reinstatement within the period required by law upon release from active duty:

- a. will receive upon reinstatement, full service credit for the period of absence

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b. will be eligible to sickness benefits in accordance with the provisions of the Sickness and Accident Disability Plan if totally incapacitated and unable to work. Inability to work will be determined by the Employee's Benefit Committee on the basis of facts in each case. Benefits under this Plan will be computed on the basis of benefits net credited service and the rate of Company pay in effect at the time the leave of absence is terminated,

c. will be eligible to "make up" the contributions they could have made during the leave if they had remained actively at work, and receive Company matching contributions to their Savings Plan account, in accordance with the terms of the Plan and applicable laws.

2. Employees who are granted leaves of absence to enter the Armed Forces or Public Health Service will be eligible to death benefits in accordance with the provisions of the YP Connecticut Information Services LLC Pension Plan. Death benefits, where payable, will be computed in accordance with Benefit Plan provisions. In addition, such employees will have the option of continuing or suspending Retirement Savings Plan loan repayments while on this leave.

IV. Pay Treatment

1. Except as indicated in Part VIII of this memorandum, employees who are granted leaves of absence to enter the Armed Forces or Public Health Service will receive compensatory pay to the difference between their Company pay and Government pay as follows:

a. those with one year or more of service, without dependents - 3 months compensatory pay; with dependents - 6 months compensatory pay;

b. those with less than one year of service, without dependents - 2 weeks compensatory pay; with dependents - 3 months and 2 weeks compensatory pay.

2. For this purpose, government pay will include basic pay, pay for special or hazardous duty and the difference between quarters allowances established for members of the Armed Forces or Public Health Service with dependents and quarters allowances established for members of the Armed Forces or Public Health Service of equal rank without dependents.

3. Government pay will be determined in accordance with paragraph 2 of this Section at the time of entry into the Armed Forces or Public Health Service. Company pay will include the employee's regular basic wage and any fixed differential. The rates so determined will be used in computing on a per diem basis, the compensatory payments to be made by the Company in accordance with paragraph 1 of this Section. Such payments, less deductions required by law, will be made in one lump sum prior to entering the Armed Forces or Public Health Service except in cases covered by the second part of paragraph 1(a)

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where two payments will be made. The first payment covering difference in pay for the first three months will be made prior to entry into the Armed Forces or Public Health Service and the second payment will be made three months later.

4. The pay treatment, for those employees who are ordered into active duty more than once, in order to fulfill the regulations of their respective reserve components, shall be the difference, if any, between the compensatory pay received for the initial period of duty and that amount eligible to be received, as of the subsequent period of active duty. Official and Employee Rate Service and vacation treatment will be in accordance with paragraphs VI and VII below and will be determined upon each entry into active duty.

5. In the event that the employee does not actually enter the Armed Forces or Public Health Service, the entire amount of the compensatory payment shall be returned to the Company. If the employee is discharged or released from the Armed Forces or Public Health Service prior to the expiration of the period covered by the compensatory payment then a pro-rata portion of the compensatory payment shall be returned to the Company.

V. Re-employment

All employees who, on or after June 19, 1951, are granted leaves of absence to enter the Armed Forces or Public Health Service, and who make application for reinstatement within the period required by law at the time of release from such Forces or Service, will be reinstated in accordance with the provisions of the "Memorandum Relating To Reinstatement of Employees Returning From Military or Public Health Service Leaves of Absence" dated January 6, 1969, and in accordance with all applicable laws, including the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) regulations.

VI. Official and Employee Rate Service

Official and employee rate service of employees granted leaves of absence to enter the Armed Forces or Public Health Service will be continued in this Company's territory in accordance with the following:

- a. for those without dependents - to the end of the third billing period after the date the leave begins;
- b. for those with dependents - the full period of the leave, except as indicated in Part VIII of this memorandum.

VII. Vacation

Except as indicated in Part VIII of this memorandum, employees granted leaves of absence to enter the Armed Forces or Public Health Service will receive a lump sum payment in lieu of any unused vacation to which they may be entitled as of the date the leave begins.

VIII. Reenlistments and Voluntary Reentries Into the Armed Forces or Public Health Service

Employees who have been granted leaves of absence under the terms of this memorandum, have been reinstated and who reenlist or voluntarily reenter the Armed Forces or Public Health Service during the same emergency period will not be entitled to the treatment provided in Parts IV, VI b. and VII of the foregoing provisions. The following will apply instead:

- a. Pay Treatment - no compensatory pay.
- b. Official and Employee Rate Service - will be continued to the end of the third billing period after the date the leave begins (until May 9, 2015).
- c. Vacation - no payment for unused vacation.

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**MEMORANDUM RELATING TO REINSTATEMENT
OF EMPLOYEES RETURNING FROM MILITARY
OR PUBLIC HEALTH SERVICE LEAVES OF ABSENCE**

I. General Policy

1. The Company intends to live up to and beyond the spirit of legislation covering the reinstatement of its employees returning from military or Public Health Service.
2. The Company earnestly desires to reinstate each employee, who has been in military or Public Health Service on leave of absence, as soon as released and upon notification of desire to be reinstated.
3. The Company is now reinstating all such returned employees regardless of length of service prior to induction, and will continue to do so unless circumstances beyond its control compel it to do otherwise.
4. Provisions will be made to expedite adjustments to the job, including retraining, and special arrangements for physical rehabilitation where indicated. In line with Company policy, consideration will be given so far as practicable to the value of usable military or Public Health Service experience in determining future treatment and placement.
5. It should be understood that each employee is entitled not only to consideration for a job, but also is entitled after reinstatement to benefits under the Benefit Plans, in accordance with service credited under terms of this memorandum.
6. An interdepartmental committee will coordinate the general procedures involved in reinstatement.

II. Reinstatement

General

1. Employees will be placed in their former or equivalent positions in accordance with the following provisions:
 - a. Application for reinstatement is made within 90 days after release from military or Public Health Service, or from hospitalization continuing after discharge for a period of not more than one year
 - b. Military or Public Health Service has been satisfactorily completed as indicated by discharge papers

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- c. They are still qualified to perform the duties of such positions.

Determination of Physical Condition to Aid in Placement

1. Physical examinations will be required of all employees returning from military or Public Health Service leaves of absence in order to insure that they may be properly assigned. Employees may be examined by the Company's physicians or by any physician acceptable to the Company. The Company will pay the cost of the examinations.

2. Employees who return from military or Public Health Service leaves of absence partially disabled will be reinstated initially as covered in Section V below. Special consideration will then be given to the assignment of duties which they may adequately perform and appropriate adjustments will be made after a careful appraisal of their value in the positions.

III. Extension of Military or Public Health Service Leaves of Absence

1. Employees granted leaves of absence for military or Public Health Service will, under the conditions stated below, be entitled to have such leaves extended for a period up to ninety days beyond the date of discharge from military or Public Health Service or from hospitalization continuing after discharge for a period of not more than one year. Such extensions will be subject to the same conditions with respect to eligibility to benefits and credit for service as apply to their original military or Public Health Service leaves.

a. Cases not involving total disability

(1) If employees make application for reinstatement and are reinstated within ninety days following discharge from military or Public Health Service - the absence between discharge from military or Public Health Service and reinstatement will be covered by an extension of the military or Public Health Service leave of absence subject to the same provisions with respect to eligibility to benefits and credit for service.

(2) If employees make application for reinstatement within ninety days following discharge from military or Public Health Service but due to reasons acceptable to the Company, reinstatement occurs more than ninety days after discharge - the first ninety days of absence subsequent to discharge from military or Public Health Service will be covered by an extension of the military or Public Health Service leave of absence subject to the same provisions with respect to eligibility to benefits and credit for service. An application shall be made to the Benefit committee for a personal leave of absence to cover the absence between the expiration of the ninety-day period and the date of reinstatement.

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Personal leaves will be subject to such conditions as the Benefit Committee deems proper.

b. Hospitalization continuing after discharge from military or Public Health Service

(1) If employees are hospitalized for not more than 26 weeks immediately following discharge from military or Public Health Service, a military or Public Health Service leave of absence will be extended to cover:

(a) the period from date of discharge up to ninety days after release from hospitalization if they are ineligible to benefits, or

(b) the period extending from the expiration of sickness benefits under the Sickness and Accident Disability Plan up to ninety days after release from hospitalization.

(2) If such hospitalization should continue for more than one year, the leave will terminate one year after the date of discharge from military or Public Health Service.

2. If employees delay application for reinstatement for more than ninety days following discharge from military or Public Health Service or from hospitalization continuing after discharge for a period of not more than one year, the effective date of separation from the Company will be considered as having been the date of discharge from military or Public Health Service or the end of the ninety day period following hospitalization. However, where such employees are able to show that the delay in their application for reinstatement was due to circumstances beyond their control, the appropriate treatment under III.1.a.(2) above and/or IV below will be extended.

IV. Treatment Under the Benefit Plans

1. Net Credited Service

a. Employees reinstated within the time specified by law will be allowed full service credit under the Benefit Plans for a period of absence covered by the military or Public Health Service leave.

b. Employees who are not reinstated within the period after discharge specified by the law but who are subsequently engaged shall receive service credit for the period of absence covered by the military or Public Health Service leave as follows:

(1) Those with two years or less of net credited service on the effective date of the leave will receive credit for service for any

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total period of absence up to two years. Those with more than two years of net credited service on the effective date of the leave will be credited with service for a period of absence equivalent to one year for each year or fraction thereof of such net credited service.

2. Death Benefits

a. Death Benefits, where payable, will be computed in accordance with the Benefit Plan provisions.

3. Sickness Benefits

a. Employees will be eligible to sickness disability benefits if totally incapacitated and unable to work upon release from military or Public Health Service. Inability to work will be determined by the Employees' Benefit Committee on the basis of facts in each case.

b. Benefits under the Sickness and Accident Disability Plan will be computed on the basis of benefits net credited service at the termination of the leave of absence and at the rate of Company pay provided for in connection with wage treatment in Section V below.

c. For employees totally incapacitated and unable to work at time of discharge, the first day absence on account of sickness disability will be the day after date of discharge from military or Public Health Service.

d. In the event employees become unable to work subsequent to discharge from military or Public Health Service.

(1) If totally incapacitated within ninety days after discharge, the first day of absence on account of disability will be the day after date of expiration of the ninety-day period, or the date of reinstatement when such date has been established.

(2) If totally incapacitated subsequent to the expiration of the ninety-day period after discharge from military or Public Health Service, but within a period covered by a personal leave of absence continuous therewith, sickness benefits under the Sickness and Accident Disability Plan will be determined in accordance with the terms of the personal leave.

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V. Wage Treatment

1. Any employee reinstated in accordance with these practices shall be returned to the payroll at the rate of pay they would have received, if they had been continuously on duty with the Company during the absence, in the job group they were in at the time they left.

VI. Vacation Treatment

1. Employees returning from military or Public Health Service leaves of absence will be given vacation treatment in accordance with General Wage and Working Practices based on total net credit service, provided that a vacation or vacation allowance has not already been given in the same year.

A. W. VAN SINDEREN
Chairman of the Board and
Chief Executive Officer

MILITARY/PUB. HEALTH SVC.

**PROCEDURES FOR REINSTATING EMPLOYEES
RETURNING FROM
MILITARY OR PUBLIC HEALTH SERVICE LEAVES**

I. Company Policy

As has been previously stated, the Company intends to live up to and beyond the spirit of legislation covering the reinstatement of employees returning from the service. It expects to reinstate, after honorable discharge, all employees who want to return to the Company and who are able to resume their old jobs or similar work, regardless of their length of service before induction.

Provisions will be made to expedite adjustments to the job, including retraining, and special arrangements for physical readjustment. In line with Company policy, consideration will be given so far as practicable to the value of usable military or Public Health Service experience in determining future treatment and placement. Each returned employee is entitled after reinstatement to benefits under the Benefit Plans in accordance with credited service under the terms of the Memorandum Relating to Reinstatement.

An interdepartmental committee will coordinate the general procedures involved in reinstatement.

Detailed procedures covering the return of employees will be developed by the various departments.

II. Planning for the Return of Employees by Departments

Through the use of the forecasts of business, planned construction, and force requirements, plans will be developed and kept current by the departments for the placement of employees returning from military or Public Health Service, and for reassignment of those active employees affected by the return of veterans.

III. Reinstatement

a. Initial Contact

It is expected that returning employees will contact their supervisor upon their release from the services. The opportunity should be provided for a welcome by the employees' ranking departmental supervisor in the locality and by fellow employees. Supervisors should take the initiative, if necessary, to get in touch with employees, when it is known that they have been discharged from military or Public Health Service.

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b. Physical Examination

Physical examinations will be required of all employees returning from military or Public Health Service leaves of absence in order to insure that they may be assigned properly. The appointment for the physical examination should be made through the Medical Office at the time employees apply for reinstatement.

c. The Reinstatement Interview

The reinstatement interview will be carried out 1) to secure pertinent information from the employee, and 2) to inform the employee of the general policies and plans of the Company as well as specific information in regard to reinstatement.

(1) Information to be secured - such as:

Date employee wishes to return to work
General physical condition

(2) Information to be discussed with the employee - such as:

General policy in regard to reinstatement

Employee's status upon reinstatement Review of Company payroll allotment plans, income tax, etc.

(3) Method of Conducting the Interview

The interview should be conducted in an unhurried atmosphere so that the employee will have the opportunity to tell of past experience and express plans for the future. In some cases the interview may be completed at one meeting with the employee but often it may require more than one.

(4) Time of Reinstatement

Whenever possible, the date of return to work should be planned to suit the wishes of the employee. If this should be prior to the receipt of a report from the physical examination, the employee should be given a temporary assignment. If there is any question in the supervisor's mind as to the assignment, the case should be discussed with the departmental personnel representative who will check, as necessary, with the Medical Department.

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d. Job Placement

(1) All placements should be made in conformance with the policy of the Company as stated in the Memorandum Relating to Reinstatement.

(2) The objectives in placement will be best accomplished through careful attention to such factors as (a) the individual's past experience, (b) experience in military or Public Health Service, (c) the force requirements of the business, (d) Selective Service Act requirements, (e) interest and abilities, (f) physical condition.

(3) In the event a circumstance arises in which there is no immediate suitable job for an employee, the case should be referred for further consideration through the lines of organization.

e. Particular Consideration of Disabled Employees

(1) Treatment of totally incapacitated employees

In accordance with the Memorandum Relating to Reinstatement, Section IV, Treatment Under the Benefit Plans, employees totally incapacitated and unable to work may be eligible to sickness benefits under the terms of the Sickness and Accident Disability Plan. Supervisors will aid those who return unable to work due to injury or illness through recognizing the circumstances promptly and initiating action under the Sickness and Accident Disability Plan, through careful placement and training upon their recovery and return to the job, and through a personal interest in their progress.

(2) Placement of partially disabled employees

It is recognized that some employees may return partially disabled and unable to perform the duties of the job which they left. In this event, the objective will be to place these employees in a job which they can adequately perform and which is not hazardous to themselves or fellow employees.

(3) Training of partially disabled employees

In some instances of partial disability, special training should be planned on the job or through Company facilities. In other instances training may be most advantageously secured through the government's facilities or those of public agencies. Each case will present different circumstances and will require individual analysis and treatment.

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(4) Follow-up of partially disabled employees

A plan for a "follow-up" in such cases should be designed to check the suitability of the placement from the viewpoint of the employee's health and safety, interest in and success on the job, and possibilities for progress.

f. Records

(1) Central Military or Public Health Service records

A central record of the military or Public Health Service and experience of our employees will be established and maintained in the Personnel Relations Department, to be available to all departments as a complete record of military or Public Health Service information, and to serve as a history of the experience of our employees in World War II, Korea and Vietnam and a record of their treatment on their return.

(2) Military Service Record Card, Form 605

The Military Service Record Card, Form 605, should contain such information as the employee's status at the time of entry into military or Public Health Service, etc.

IV. Training or Returning Employees

a. Reinduction

Reinduction of employees should be planned in order that they will be able to bridge the gap in Company affairs between their departure and return. Typical information should include a short history of Company experience during the war, a review of organization and personnel changes, the experience of other employees during the war, and an opportunity to meet and talk with personnel in the locality.

b. Job Training

In addition to regular Company training courses for employees assigned to new jobs, refresher courses should be designed for employees who return to the same job after a long absence.

c. Specialized training for handicapped employees

Specialized training may be necessary and should be arranged in some cases involving the adjustment to handicaps.

V. Follow-Up

All supervisors should be alert to observe the returned employee's adjustment to the work situation as well as civilian life. If difficulty is being experienced by the employee in making an adjustment, an analysis of the facts in the situation by the supervisor will be helpful in determining how best to aid the employee.

VI. Clearing House of Information

Assistance should be offered to returning employees concerning such matters as government insurance, educational benefits, etc. The Personnel Relations Department will set up a clearing house of such information which will be available through the Personnel Coordinator. Contacts with government agencies generally should be made through the Personnel Relations Department.

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APPENDIX E

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The benefits set forth in Appendix E, YP Connecticut Information Services Benefits Plans shall remain in effect for bargaining unit employees through December 31, 2016. The Employer-provided HSA paid on behalf of eligible employees during that period shall be \$600 for individuals and \$1,200 for families, as soon as practicable following ratification.

On January 1, 2017, and going forward from year to year, the benefits set forth in Appendix E shall be changed to reflect the same benefits, eligibility levels, costs/contribution rates, deductibles, limitations, etc., that are provided to and periodically changed for YP's management/non-bargained employees. Therefore, the Company shall have the right to change all benefits and terms set forth in Appendix E for the bargaining unit, in line with those provided for the management/non-bargained employees, on an annual basis. Open enrollment for such benefit plans shall begin in the Fall of 2016, and continue in the Fall of subsequent years.

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