

To: All Employees, Management and Members of the
Communications Workers of America

The following pages contain the 2010 regional collective bargaining agreement between Ameritech Publishing, Inc. and the Communications Workers of America. The signing of this agreement is a significant achievement realized as a result of good faith bargaining between the parties.

This Agreement strengthens the commitment of the Company and the Union to work together towards common goals and purposes. It recognizes the shared responsibility of all parties to contribute to the success of API by delivering unmatched customer service, quality and competitiveness in every aspect of our work. It also recognizes that this commitment can only be achieved with the full involvement and support of our employees, management and the Union.

Finally, we, the undersigned, believe that the commitment we have made for those we represent will be carried out with mutual responsibility and respect for each other. We also believe that all parties must strive to continually improve relations and understanding of each other and to avoid unnecessary disputes by cooperatively addressing significant changes and developments in the Union or Company environment.

MONICA HOGAN
For Communications Workers of America

GARY R. WINKLER
For Ameritech Publishing, Inc.

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Preamble

The Communications Workers of America hereinafter referred to as the "Union" and Ameritech Publishing, Inc., doing business as Ameritech advertising services hereinafter referred to as the "Company", do hereby on this 15th day of August 2010 enter into the following Agreement.

Article 1

Recognition

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

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

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

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

Article 2

Responsible Union-Company Relationship

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

Article 3

Midwest Response Team

The Company and the Union mutually recognize that responsive interaction and communication with customers by front line employees is essential to providing quality customer service and successfully meeting the challenges of a competitive marketplace.

Also recognized is the need to assure the front line employees a customer focused workplace wherein efficient high quality customer service is promoted in an environment supportive of employees' needs for professional growth and sensitive to their need for personal consideration.

Accordingly, the Company and the Union hereby agree to establish a CWA/AT&T Midwest Customer Service Response Team(s) which will bring together key Union leaders and Company executives to review and discuss on an oversight basis those issues concerning front line employees in their provisioning of customer service.

Company executives may represent a specific Business Unit, e.g., Sales, Clerical units, or multiple business units within Yellow Pages/White Pages Publishing departments.

Such oversight discussions and reviews by the team are intended to encompass the broad range of issues which may affect front line employees and the management team in their joint commitment to provide high quality customer service.

These will include service levels, performance standards, monitoring, adherence, job stress, sales objectives, training, vacation scheduling, staffing, and other issues as appropriate.

The Company team will consist of at least an Area Manager/General Manager and an HR representative from the Business Unit(s) and the Director of Labor Relations – and CWA. In addition to the appropriate International Representative, the Union will appoint key representatives as follows, unless mutually agreed otherwise:

- Four (4) from Sales Unit
- Four (4) from Clerical Unit

Other business units may also be represented and/or sub-committees appointed as may be appropriate.

The Team will work together to develop objectives and actions plans will jointly communicate those plans.

The Team will meet one (1) time per year at a location mutually agreed upon.

Time spent during the meetings will be considered as Company-Union meeting time. Payment for such time will be paid as detailed in Article 8, Section V Payment for Joint Conference Time of the Collective Bargaining Agreement.

Article 4 No Strike

I. Violation.

The Union agrees that, until this Agreement has terminated pursuant to the provisions of Article 42, Term of the Agreement, it will not cause or take part in any strike, slowdown, picketing, or other interference with the normal operations of the business.

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

II. Responsibility of the Union.

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

- A.** The Union shall immediately issue a signed notice to the press, the Company and employees, to the effect that such interference (admitted or alleged), describing it, is unauthorized by the Union, in violation of this Agreement and that any picket lines which may be established are to be ignored.
- B.** The Union shall within twenty-four (24) hours and in writing, advise its members taking part in such interference to resume normal operations at once.

Article 5

Modified Agency Shop

I. Bargaining Unit Membership.

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

For purposes of the above paragraph, the effective date of this Agreement shall be the date on which the Union notifies the Company that this Agreement has been ratified.

II. Separation from the Bargaining Unit.

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

III. No Strike Provision.

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

IV. Employee Rights.

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

Article 6

Payroll Deduction of Union Dues

I. Provisions for Dues Deductions.

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

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

II. Uncollected Dues.

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

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

III. Dues While on Temporary Promotion.

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

IV. Company Indemnification by Union.

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

Article 7

Authorized Representatives of the Union and the Company

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

Article 8
Time Off for Union Business

I. Time Off.

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

II. Leaves of Absence.

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

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

- A. Requests for excused time off or leave of absence shall, whenever possible, be made sufficiently in advance to enable the Company to make whatever force adjustments it deems necessary.
- B. Requests for excused time off for Union business may be made by authorized representatives of the Union to the appropriate representatives of the Company.
- C. Requests for leaves of absence for Union business shall be made in writing by the Vice President, District 4 - Communications Workers of America or an authorized representative to the Director - Labor Relations.
- D. Requests for excused time off or leaves of absence for Union business shall be acted upon promptly by the Company.

- E.** Subject to the provisions of Paragraph I, the Company shall grant leaves of absence for Union business for an initial period not to exceed one (1) year. The total period of the leave of absence granted to any employee pursuant to this Article, whether such period is continuous or intermittent, shall not exceed twenty (20) years. The employee shall be eligible to death benefits according to the Plan during the period of the leave of absence and shall be eligible to sick benefits beginning the eighth (8th) calendar day following the termination of the leave of absence. Each such leave of absence shall be granted subject to the conditions stated in this Article.

IV. Reengagement.

- A.** A Union representative, upon return from excused time off or a leave of absence for Union business, shall be reengaged at work generally similar to that in which the employee was engaged last prior to the absence, subject to the provisions of Article 27, Force Adjustment.
- B.** No physical or occupational examination shall be required for reinstatement. However, the Company reserves the right to have such person examined to determine fitness for work or job placement if required by the law or if the Company would also subject any other employee returning from an excused absence or leave of absence to the same examination. Any such case not satisfactorily adjusted with the Company may be submitted to the grievance procedure.
- C.** A representative of the Union who returns to the job at the expiration of a leave of absence granted in accordance with the terms of this Article, will have the period of such leave counted in determining their net credited service and will accrue, during such period of leave, all rights and benefits associated with or determined by net credited service, such as eligibility to vacations, disability, death benefits and pensions.
- D.** A representative of the Union who returns to duty in accordance with the terms of this Article, shall be placed on the payroll at

the rate received when such leave of absence was granted, adjusted for any change in wage schedule made during the period of absence, and for changes in location or position in accordance with existing practices and the wage schedules currently in effect. The employee's wage schedule shall be accelerated by reducing the wage schedule intervals by one-half (1/2) until the representative has attained a wage schedule commensurate with their normal wage schedule had they not been on leave of absence.

V. Payment for Joint Conference Time.

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

VI. Joint Meetings for Purposes Other Than Processing Grievances.

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

Article 9

Information Furnished to the Union

I. Monthly Information Lists.

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

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

II. Additional Information.

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

Article 10 Bargaining Procedures

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

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

Article 11 Union Bulletin Boards

I. Arrangements for Bulletin Boards.

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

II. Material Permitted on Bulletin Boards.

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

Article 12
Contract Printing and Distribution

The Company agrees to have this Agreement printed, to distribute a copy to each employee covered by this Agreement, and to provide additional copies requested by the Union at the time of printing. Costs shall be prorated on a cost per copy basis with the Union paying for extra copies furnished to it and the Company paying for the remaining copies.

Article 13
Nondiscrimination

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

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

Article 14
Union Representation at Disciplinary Meetings

I. Representation.

At any meeting between a representative of the Company and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion or dismissal for cause) is to be announced, a Union representative must be present at the request of the employee.

II. Waiver of Union Representation.

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

Article 15
Responsibility of Management

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

Article 16
Employment Not Guaranteed

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

Article 17
Seniority

I. Seniority.

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

II. Affiliated Companies.

Affiliated companies shall mean those companies participating in the pension plan applicable to employees covered by this Agreement.

III. Net Credited Service.

Net credited service shall mean “Term of Employment” as set forth in the pension plan applicable to employees covered by this Agreement.

IV. Seniority Application.

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

V. Same Net Credited Service Date.

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

VI. An AT&T Midwest Management employee who moves into the bargaining unit shall be granted seniority in the following manner:

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

Article 18

Wage Administration

I. Basic Wage Rates.

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

II. Existing Job Classifications and Schedule Progression.

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

III. Credit for Previous Training or Experience.

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

IV. Reassignments.

A. Same Maximum Rate.

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

B. Higher Maximum Rate.

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

C. Lower Maximum Rate.

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

Article 19
Job Classifications and Promotions

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

I. Promotion and Refusal Of

- A.** Promotions to jobs included under this Agreement shall be based on full consideration by the Company of, ability, and qualifications. If the choice rests between two (2) or more employees whose qualifications for the job are substantially equal, seniority shall govern the selection.
- B.** Employees shall have the right to refuse a promotion without affecting their status.

Article 20

New Job Classifications

I. Notification.

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

II. Right to Discuss.

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

request of either party, a hearing shall be held to receive such evidence. Any such meeting or hearing shall be held within thirty (30) days after the matter is referred to the neutral third party, who shall render a written decision as to an appropriate wage schedule based on the outside market for the new or restructured classification within sixty (60) days of the date that the matter is first referred for resolution. In the event the neutral third party determines that a different schedule of rates is appropriate, the new schedule shall be placed in effect as of the date of the neutral third party's decision. The procedures set forth in the prior paragraph, above, shall be the exclusive means by which the Union may contest the wage schedule which the Company sets for any new or restructured job classification.

Article 21

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

I. Regular Limited Term, Temporary and Occasional Employees.

A. Occasional Employee.

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

B. Overtime for Occasional Employees.

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

C. Temporary Employees.

Temporary employees are those employees engaged for a specific project or series of projects or other work assignments deemed appropriate by management with the understanding that their employment is to terminate within one (1) year. Any

temporary employee working beyond one (1) year will be reclassified to regular limited term or regular, full or part-time employee, as appropriate.

D. Regular Limited Term Employee.

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

II. Part-Time Employees.

A. Part-Time Employees.

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

B. Classification and Treatment of Part-Time Employees.

The classification of a regular, regular limited term, temporary or occasional part-time employee is based on the employee's "part-time equivalent workweek", which shall be determined prospectively by dividing the employee's total normally scheduled hours per month by 4.35 and rounding the result to the next higher whole number. (Illustration: 68 hours per month divided by 4.35 equals 15.6 rounded to a "part-time equivalent workweek" classification of 16.)

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

in computing the average number of hours worked.

C. Wage Schedule for Part-Time Employees.

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

D. Overtime for Part-Time Employees.

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

III. Benefit Payments.

A. Eligibility.

Regular part-time and regular limited term employees. Regular limited term employees are excluded from all Training and Employment Security provisions, Art. 25, 26, 27, 36III.D.,EOA, etc.

B. Participation Levels.

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

C. Participation in Special Plans.

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

1. Employees whose part-time equivalent workweek classification is sixteen (16) hours or less shall be eligible by enrollment and payment of 100% of the premiums for such coverage.
2. Employees whose part-time equivalent workweek classification is seventeen (17) hours through twenty-four (24) hours shall be eligible by enrollment and payment of 50% of the premiums for such coverage.
3. Employees whose part-time equivalent workweek classification is twenty-five (25) hours or more shall be eligible for such coverage on the same basis as a regular full-time employee.

**Article 22
Grievance Procedure**

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

I. Definition and Use of Procedure.

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

II. Communication.

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

III. Steps and Representation.

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

- A. For purposes of attendance at meetings, the parties agree that they will recognize only those representatives of the other party who have been duly authorized according to the provisions of Article 7, Authorized Representatives of the Union and the Company.
- B. The parties shall be entitled to equal representation in meetings, except that neither party shall have more representatives than indicated below unless the number is increased by mutual consent.
- C. The presentation of a grievance of an unusual nature directly to a higher level of management may occur, provided such presentation is mutually acceptable to the parties who will process the grievance and provided such level of management shall not be of a higher rank than designated in Step 2.
- D. Unless otherwise agreed to by the Union and the Company, the grievant shall only participate in Step 1 of the Grievance Procedure.

IV. Grievance Meetings.

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

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

V. Written Grievances.

Grievances may be presented as follows:

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

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

C. Steps.

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

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

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

VI. Request to Arbitrate.

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

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

VII. Excused Absences and Pay Treatment.

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

- A.** Authorized union representatives will be excused during their regularly scheduled hours, provided they have given their immediate supervisor notice of the intended absence. Supervisors and union representatives will cooperate in order to meet the needs of the business and to resolve grievances in a timely manner.

- B.** The Company shall pay authorized representatives of the Union, who are Company employees, for time spent solely in joint meetings with management processing grievances at any one of the first two steps of the Grievance Procedure, which results in absence from regularly scheduled hours. Such paid time shall be considered as time worked for the purpose of computing overtime.

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

VIII. Reinstated Employees.

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

- A.** Any reimbursement whether partial or total, which may be granted to the employee for time lost will be computed on

basic pay or average earnings, if applicable, less the amount of termination pay received from the Company, and any amount paid to or receivable by the employee as wages in any other employment, and any amount paid to or receivable by the employee as unemployment benefits under any present or future law.

- B.** Unless otherwise agreed to by the parties, in the event of such reinstatement, the period of continuous service shall be considered for all purposes as if the dismissal had not occurred and as if the employee had remained on the payroll.

IX. Extension of Time Limits.

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

X. Settlement with Individual Employee(s).

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

Article 23 Arbitration

I. Eligibility for Arbitration.

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

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

The procedure for arbitration shall be as follows:

II. Selection of the Arbitrator.

- A.** Within fifteen (15) calendar days after the filing of the request for arbitration, the President of the Union or the President's authorized representative shall meet with the Director-Labor Relations or the Director's authorized representative to select an impartial arbitrator.

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

- C.** If within thirty-five (35) calendar days after the date shown on the request for arbitration, no arbitrator has been agreed upon or no request has been made by the party requesting arbitration to the Federal Mediation and Conciliation Service, Washington, D.C., for a list of arbitrators, as provided in Paragraph II-B, the right to arbitrate the grievance shall be forfeited and the grievance closed without further recourse under this Agreement.

III. Arbitration Hearing and Awards.

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

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

IV. Authority of the Arbitrator.

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

V. Expenses of Arbitration.

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

VI. Request for Arbitration.

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

Article 24

Expedited Arbitration Procedure

I. Eligibility for Expedited Arbitration.

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

II. Election of Expedited Arbitration Procedure.

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

III. Selection of Umpires.

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

IV. Procedure for Expedited Arbitration.

- A.** Umpires shall be assigned to cases in rotating order designated by the parties. If an umpire is not available for a hearing within ten (10) working days after receiving an assignment, the case

will be passed to the next umpire. If no one can hear the case within ten (10) working days, the case will be assigned to the umpire who can hear the case on the earliest date.

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

V. Power of the Umpire.

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

VI. Umpire's Decision and its Effects.

- A.** The umpire shall render a decision within five (5) working days after receiving the briefs. The umpire shall provide the parties a brief written statement of the reasons supporting the decision.
- B.** The umpire's decision shall apply only to the instant grievance, which shall be settled thereby. It shall not constitute a precedent for other cases or grievances and may not be cited or used as a precedent in other arbitration matters between the parties unless the decision or a modification thereof is adopted by the written

concurrence of the representatives of each party at the final step of the Grievance Procedure.

- C. In any grievance arbitrated under the provisions of this Article, the Company shall under no circumstances be liable for back pay for more than six (6) months (plus any time that the processing of the grievance or arbitration was delayed at the specific request of the Company) after the date of the disciplinary action. Delays requested by the Union in which the Company concurred shall not be included in such additional time.
- D. The decision of the umpire will settle the grievance, and the Company and the Union agree to abide by such decision.

VII. Extension of Time Limits.

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

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

VIII. Expenses of Expedited Arbitration.

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

Article 25

Training Opportunities

I. Training and Retraining.

- A.** In the present environment of fast-paced technological developments and structural changes, the Parties recognize the benefits in offering to employees, training and retraining programs for personal and career development.
- B.** The personal or career development training and the job displacement retraining programs contemplated by this provision will be generic in nature and separate and distinguished from the current job specific training instruction. Nothing in these programs will supersede the applicable promotion or transfer provisions of the Collective Bargaining Agreement.
- C.** The Career & Personal Development Plan may be used as an educational self-development aid to assist employees in their personal development or preparing themselves for career progression opportunities or job changes within the Company.
 - 1.** Training shall be generic in nature as opposed to job specific and shall cover technical, sales, clerical and other fundamental skills.
 - 2.** Any regular employee with at least one (1) year net credited service shall be eligible to participate in such training under the terms of the program.
 - 3.** Participation by employees in the personal or career development training program shall be voluntary, and time spent by employees in such training shall be outside scheduled working hours and not paid or considered as time worked for any purpose.
 - 4.** Successful completion by an employee of any training or courses offered pursuant to such program will be taken into

account by the Company when considering the employee for an upgrade or transfer.

- D.** The Career & Personal Development Plan may be used to prepare employees, whose jobs are being displaced or whose jobs are being restructured to a wage schedule with a lower maximum wage rate, to enhance their ability to qualify for anticipated job vacancies within the Company.
1. Employees shall be informed of potential displacements as soon as possible and depending on the number of any anticipated job openings shall be offered training, if necessary, which is intended to enable them to qualify for such job openings in the Company.
 2. All regular employees, who are notified of potential displacement of their current job or job restructuring to a lower wage rate, shall be eligible to participate in such training regardless of length of service.
 3. Participation by employees in job displacement training shall be voluntary, and time spent by employees in such training shall be outside scheduled working hours and not paid or considered as time worked for any purpose, unless the Company determines it appropriate in specific instances to permit the employees to receive such training during working hours.

II. Career & Personal Development Plan.

A. Intent.

There shall be a program called the “Career & Personal Development Plan”, hereafter referred to as “CPDP” and such Program will include the following:

1. Assessment of employee’s aptitude/skills through a counseling process;

2. Aid to employees returning to school (including where to focus formal education and how to develop a support network at the school);
3. Assistance in sharpening training skills, studying and testing; and
4. Assessment of prior formal and informal education for college credit.

Each employee eligible for and participating in CPDP will be eligible for any or all portions of the Program, provided a CPDP counselor finds such portions of the Program appropriate for the employee.

B. Eligibility.

Those employees eligible for CPDP must be:

1. Classified as regular full-time employees or regular part-time employees whose equivalent workweek classification is twenty-five (25) hours or more;
2. On the active payroll;
3. In possession of at least one (1) year net credited service; and
4. Not concurrently enrolled in any Company - sponsored tuition reimbursement program.

Eligibility to remain in the Program will be forfeited by those who on two (2) occasions fail a course during their participation in CPDP and/or who fail to complete a course while participating in the Program. Disability or business reasons may be grounds to waive such ineligibility at the Company's discretion. An employee who participates in CPDP and who is adversely impacted by the decisions of the Program Administrator on his or her curriculum or on his or her eligibility to participate in CPDP may appeal such

decision through a Union representative to the appropriate Director - Labor Relations or his or her designee.

Employees dropped from the Program may be reinstated to the Program after waiting for at least one (1) academic year.

C. Participation.

1. Enrollment by employees in CPDP will be voluntary and time spent by employees in the Program will be outside of scheduled working hours and not paid or considered as time worked for any purpose.
2. Employees eligible for CPDP may receive counseling, testing and Company pre-paid tuition assistance.
3. Selected educational institutions will be utilized to deliver services, courses and programs. The Company reserves the right to approve institutions, services, courses and programs.
4. Employees participating in CPDP will be reimbursed for fifty percent (50%) of textbook costs annually upon successful completion of approved courses and programs. Participants will also be reimbursed for one hundred percent (100%) of fees to a maximum of Two Hundred Fifty Dollars (\$250) annually upon successful completion of approved courses and programs.
5. The amounts of any refunds, charges for negligence and outside assistance (grants, remissions, scholarships, veteran's assistance, etc.) shall be deducted from the Program payments.
6. In no event will the cost to the Company for each employee's direct CPDP expenses (i.e. tuition, books, fees, workshops, counseling) exceed Three Thousand Five Hundred Dollars (\$3,500) annually. Employees participating in the Program at the time this cost figure is reached will be able to complete the course in which they are currently enrolled and be reimbursed according to this Section.

7. The Program Administrator, to be determined by the Company, shall carry out the purpose and intent of the CPDP.
8. A Union representative will provide assistance and advice to the Company via the appropriate Director - Labor Relations or his or her designee regarding the effectiveness of the Program. Recommendations for additions, amendments or deletions to the Program shall be submitted to the Program Administrator. Nothing in the Program or its administration shall be subject to the grievance and arbitration procedures as set forth in Article 22, Grievance Procedure, and Article 23, Arbitration.
9. The Company will make payments for any courses, testing and/or counseling that begin before the expiration of this Agreement.

III. Training Development Board.

A. Board Members and Responsibilities.

Recognizing the ongoing need for flexibility to prepare for changing needs of the business, there will be a Training Development Board consisting of not more than 3 Union representatives, 3 management representatives and a professional educational counselor selected by the Board from the academic community. The Board will meet periodically as agreed to and have responsibility for:

1. Furnishing plans and recommendations to the Company on personal or career development and job displacement training courses and curricula, including recommended levels of training;
2. Reviewing and making recommendations regarding needs assessment and training delivery systems (e.g., adult education, technical schools, career counselors,

community colleges, home study programs, etc.) available to be used by the Company;

3. Evaluating the effectiveness of such training programs and courses and the delivery systems utilized;
4. Researching and recommending through the educational counselor, appropriate educational counseling programs to be made available to those employees interested in seeking employment outside the Company;
5. Researching and recommending through the educational counselor, appropriate educational or training classes or programs which may be made available by the Company to employees who are displaced from their jobs and for whom no available openings exist;
6. Researching and recommending through the educational counselor, possible state and federal grant opportunities.

B. Payment for Time Spent on Training Board Activities.

The Company agrees to pay only for that time spent by active employees for attendance at Training Development Board meetings or other activities sanctioned by the Training Development Board during the employee's regularly scheduled shift at their basic weekly wage rate. Commissioned employees shall be compensated on the basis of average earnings. The Company will be responsible for the costs and expenses of the professional educational counselor.

IV. Funding.

The Company's total funding of training programs under this Article during the term of this Agreement shall not exceed \$50,000.00.

The Company will abide by all applicable regulations of the Internal Revenue Service as they may apply to this Article.

V. Other Educational Opportunities.

Tuition aid may be available to eligible employees who choose to pursue job relevant, degree related self-development activities pursuant to the Company’s Tuition Aid Policy, a plan operated at the sole discretion of the Company. Tuition aid monies shall not be applied toward the funding limit established above.

Article 26
Income Continuation Programs

I. Reassignment Pay Protection Plan.

A. Eligibility and Conditions.

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

B. Pay Reduction Schedules.

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

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

(a) Less Than 5 Years.

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

(b) 5 Years but less than 10 Years.

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

(c) 10 Years or More.

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

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

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

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

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

II. Supplemental Income Protection Plan.

A. Eligibility and Conditions.

If, during the term of this Agreement, the Company notifies the Union in writing that technological change (defined as changes in equipment or methods of operation) has or will create a surplus in any job classification in a work location which will necessitate layoffs or involuntary permanent reassignments of regular employees to different job classifications involving a reduction in pay or to work locations requiring a change of

residence or if a force surplus necessitating any of the above actions exists for reasons other than technological change and the Company deems it appropriate, employees may elect, in the order of seniority, and to the extent necessary to relieve the surplus, to leave the service of the Company and receive Supplemental Income Protection Plan benefits described in this Section, subject to the following conditions:

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

B. Supplemental Income Protection Benefits.

1. Schedule.

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

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

Plus 4 weeks for each additional full year

2. Benefit Calculation.

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

3. Benefit Payments.

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

4. Vacation Payout.

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

C. Reemployment.

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

D. Basic Weekly Wage Rate.

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

E. Leaves of Absence and Intercompany Transfers.

The provisions of this Section do not apply in case of an employee on a leave of absence, or an employee transferred to Ameritech, Inc., or a company directly or indirectly owned by said corporation which participates in the Ameritech Pension Plan (APP), or successors or assigns thereto.

III. Termination Payments.

A. Eligibility and Conditions.

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

B. Termination Payment Benefits.

1. Payment Calculation.

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

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

| <u>Net Credited Service</u> | <u>Weeks' Pay Used to Compute Amount Payable</u> |
|-----------------------------|--|
| Less than 6 months | None |
| 6 months but less than 1 yr | 1 |
| 1 yr but less than 2 yrs | 2 |
| 2 yrs but less than 3 yrs | 3 |
| 3 yrs but less than 4 yrs | 4 |
| 4 yrs but less than 5 yrs | 5 |
| 5 yrs but less than 6 yrs | 6 |
| 6 yrs but less than 7 yrs | 8 |
| 7 yrs but less than 8 yrs | 10 |
| 8 yrs but less than 9 yrs | 12 |
| 9 yrs but less than 10 yrs | 14 |
| 10 yrs but less than 11 yrs | 16 |
| 11 yrs but less than 12 yrs | 19 |
| 12 yrs but less than 13 yrs | 22 |
| 13 yrs but less than 14 yrs | 25 |
| 14 yrs but less than 15 yrs | 28 |
| 15 yrs but less than 16 yrs | 32 |
| 16 yrs but less than 17 yrs | 36 |
| 17 yrs but less than 18 yrs | 40 |
| 18 yrs but less than 19 yrs | 44 |
| 19 yrs but less than 20 yrs | 48 |
| 20 yrs but less than 21 yrs | 52 |
| 21 yrs but less than 22 yrs | 56 |
| 22 yrs but less than 23 yrs | 60 |
| 23 yrs but less than 24 yrs | 64 |

| | |
|-----------------------------|----|
| 24 yrs but less than 25 yrs | 68 |
| 25 yrs but less than 26 yrs | 72 |
| 26 yrs but less than 27 yrs | 76 |
| 27 yrs but less than 28 yrs | 80 |
| 28 yrs but less than 29 yrs | 84 |
| 29 yrs but less than 30 yrs | 88 |

(b) Fractional Years - In addition to the payment authorized above, a regular employee having more than one (1) year of net credited service shall receive payment for fractional years of service completed exclusive of fractional months. Such payment will be computed by applying the ratio of completed months to twelve (12) months against the payment that would have been received for that year had the entire year of service been completed.

(c) Basic Weekly Wage Rate - For noncommissioned employees, a termination payment shall be based on the employee's basic weekly wage rate at the time of separation. For commissioned employees, a termination payment will be based on the employee's average earnings at the time of separation.

(d) Vacation Payout - The above payment shall be in addition to any separation payment in lieu of vacation to which the employee may be entitled.

C. Reemployment.

1. As a Regular Employee.

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

if the approval of the employee involved is obtained, until the excess amount is fully repaid.

2. Layoff Following Reemployment.

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

3. Defined.

“Reemployed”, as listed above, is defined to mean hiring into an employment relationship with Ameritech, Inc., or a company directly or indirectly owned by said corporation which participates in the Ameritech Pension Plan (APP), or successors or assigns thereto.

**Article 27
Force Adjustment**

I. Part-Timing and Layoff Procedures.

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

- A. “Departmental unit” defined in order of consideration as (1) work units, and then (2) location shown in Exhibit B and any other future work units created within those locations.
- B. The designated representative of the Union shall be notified at least twenty-eight (28) calendar days in advance of such contemplated force reduction programs.
- C. In the event the Company and the Union cannot agree on a plan for affecting a contemplated force reduction program within fourteen (14) calendar days following the date of the Company’s

notification to the Union, the force adjustments shall be carried out in accordance with the following successive steps:

1. Regular Limited Term, temporary and occasional employees shall be laid off from the affected departmental unit first.
2. Layoff in inverse order of seniority employees with less than two (2) years of net credited service.
3. In the event the necessary reduction contemplated by the force reduction program is not fully accomplished by the above measures, either part-timing or further layoffs will be affected as shown below:
 - a) If part-timing is used, there shall be a uniform reduction in the scheduled work time not to exceed on the average of one day per week among employees performing essentially the same type of work in the location affected.
 - b) If layoffs are made, a sufficient number of employees with two (2) or more years of net credited service shall be laid off in inverse order of seniority from the affected departmental unit.

II. Rehiring After General Layoffs.

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

- A. Such former employee must keep the Company informed as to how the employee can be reached. Upon receiving an offer of reemployment the employee shall indicate acceptance promptly and shall report for work within fourteen (14) calendar days from the date such reemployment is offered.

- B.** Such former employee upon reengagement shall receive the rate of pay which the employee received at the time of layoff, adjusted for any change in wage level since the layoff, and also adjusted for any change in location or job classification.
- C.** In the event of an emergency, or to meet peak load conditions, laid off employees shall be called in their order of seniority. If they cannot be reached or if they are unable to report for work immediately, occasional or temporary employees may be employed.
- D.** If an offer of reemployment for a regular full-time position is not accepted, the employee will be considered as resigned and no further offers of reemployment will be made.

Article 28

Hours and Days of Work

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

I. Hours of Work.

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

II. Normal Workweek.

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

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

III. Starting and Quitting Time.

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

IV. Meal and Relief Periods.

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

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

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

V. Schedule Assignments (excluding sales employees).

A. Company Initiated Changes.

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

B. Employee Initiated Changes.

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

Article 29

Overtime

I. Eligibility.

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

Account Executive - Premises
Account Representative – Premises
New Media Account Executive - Premises

II. Scheduling.

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

III. Notification.

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

IV. Payment.

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

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

Article 30
Sunday Pay

Time worked from midnight to midnight on Sunday shall be paid for at the rate of time and one-half (1-1/2) but shall be considered as straight time for purposes of Article 29, Overtime. A Sunday premium shall not be paid for any shift for which time and one-half (1-1/2) is otherwise paid.

The provisions of this Article do not apply to Account Executive - Premises or Account Representative - Premises.

Article 31
Holiday Work and Payments

I. Holidays Observed.

The following days will be observed as holidays by Ameritech Publishing, Inc. employees:

New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday immediately following Thanksgiving Day
Christmas

II. Employees whose regular location is in Michigan, Indiana, Illinois and Ohio.

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

2010 – Dec 27, 28, 29, 30
2011 – Dec 27, 28, 29, 30
2012 – Dec 26, 27, 28, 31

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

III. Definition of Holiday Pay Treatment.

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

IV. Payment for Holidays Not Worked.

- A.** A regular, regular limited term or temporary employee, full-time or part-time, not required to work on a recognized holiday shall be paid the basic hourly wage rate for the number of hours normally worked on that day.
- B.** No payment will be made if the holiday falls in a period of absence when the employee is on leave of absence.
- C.** Such excused time shall be considered as time worked for the purpose of computing overtime pay.
- D.** An employee who is absent the last shift of the day immediately preceding or the first shift of the day immediately following the holiday shall not be paid for the holiday unless the absence was excused or unless the employee works the holiday.

V. Payment for Time Worked on a Holiday.

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

VI. Time Off for Non-observed Holidays.

Local management will make a serious effort to allow employees who wish to be excused on non-observed holidays to use an Excused Work Day, Floating Holiday or vacation day in accordance with Article 31, Holiday Work and Payments, Article 33, Excused Work Days, or Article 34, Vacations and based on the needs of the business. Such request to be excused from work must be received by the requesting employee's supervisor no less than two (2) weeks before the observation of the holiday.

**Article 32
Night Shift Differentials**

I. Eligibility.

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

II. Shift Times.

"Night Shifts" are those shifts ending at or between 7:00 p.m. and 5:59 a.m.

III. Differential Payment.

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

IV. Payments for Partial Shifts.

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

Article 33

Excused Work Days

I. Eligibility.

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

II. Payment.

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

III. Scheduling Excused Work Days.

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

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

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

V. Employees Working on Their Paid Excused Work Day.

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

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

VI. Overtime Compensation.

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

VII. Incremental Hours

One (1) excused work day may be taken by regular full-time employees in increments of two (2) hours subject to the needs of the business; provided, however, that if the length of an employee's scheduled daily shift is not evenly divisible by two (2), the last increment of such excused work day may be less than two (2) hours.

Article 34 Vacations

I. Eligibility to Vacations.

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

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

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

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

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

Employees may take the number of vacation days for which they are eligible at the beginning of the vacation year per the Eligibility Table at any time during the course of the calendar year, in accordance with Article 34.

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

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

Note D: When an employee reaches a milestone anniversary year (for example, seven, fifteen, or twenty-five years) of net credited service, he or she will be eligible to take the additional week of Vacation upon reaching the actual net credited service date. Employee who will celebrate a milestone service anniversary in December of the current Calendar Year will be allowed to use the additional week provided prior to April 1 of the following Calendar Year.

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

B. Holiday Occurring During Vacation.

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

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

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

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

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

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

D. Leaves of Absence and Transfers Prior to Vacation

- a. An employee who goes on a leave of absence or is transferred to some other associated company before receiving the accrued vacation to which such employee has become entitled shall, at the employee's election, prior to the time of leaving be given such accrued vacation. If an employee does not elect to take such accrued vacation prior to going on a leave of absence and does not return to work and is not transferred to some other associated company within the vacation year, the employee shall, upon written application to the Company within the vacation year, be entitled to receive an allowance in cash equal to and in lieu of the accrued vacation to which he or she was entitled at the time of leaving.

- b. Upon return from an approved leave of absence, employee will be eligible upon return for any vacation for which he or she has been eligible before the first day of disability or leave of absence. Upon that return, during the calendar year, the employee shall use the remaining vacation by the end of the calendar and may schedule up to one week of vacation by March 31 of the following calendar year. The employee will receive payment in lieu of whatever vacation time cannot be scheduled during the calendar year and not used by March 31 of the following calendar year. Should the employee return the next calendar year and the employee has one week or more of accrued but unused vacation from the prior calendar year, the employee will be required to use one week of that vacation by March 31 and the employee will receive payment in lieu of vacation for any accrued vacation greater than one week.

E. Illness Associated with Vacation

- a.** An employee who becomes ill and notifies his or her supervisor before the beginning of his or her vacation period (normally Saturday midnight) may have that vacation period cancelled and rescheduled.
 - b.** An employee who becomes ill during a vacation period, and notifies his or her supervisor before the beginning of any subsequent contiguous week, may have such subsequent contiguous week cancelled and rescheduled.
 - c.** Such rescheduled vacation week(s) as set out in a. and b. above may not be carried over into the next calendar year except as provided in Section 1, Note A, and shall be scheduled taking into account both the service requirements and preferences of the employee. The Company may at its option require satisfactory medical evidence to substantiate the illness referred to in a. and b. above. For all purposes, the first day of absence under this Section shall be the first day previously scheduled as vacation in the cancelled vacation week.
- F.** All employees will be required to use all vacation time accrued during the calendar year in which it was accrued. Unless Section D. Leaves of Absence and Transfers Prior to Vacation, sub paragraph b. (above) applies, under no circumstances will employees be paid in lieu of unused vacation.

II. Scheduling Vacation.

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

A. Minimum Scheduled Vacation.

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

B. Day-At-A-Time Vacations.

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

C. Scheduling in Two Calendar Years.

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

III. Vacation Payments.

- A.** Payment for each week of accrued vacation shall be based upon the employee’s base wage rate. Vacation shall be considered time worked for purposes of computing overtime payments. Sales Premise/Telephone and Outbound Calling Team, Account Executives, Account Representatives and New Media Account Executive shall be paid at a rate equal to one and one half (1.5) times the base wage rate for the first through fifth weeks of vacation.

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

Article 35

Absence & Sickness Payment

I. Reporting an Illness.

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

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

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

- A.** If an employee with two (2) years or more of service reports to work and becomes ill during his/her shift, the time not worked during the remaining hours of the shift shall be paid for at his/her basic wage rate, plus applicable shift differential for which the employee is eligible pursuant to Article 32, Night Shift Differentials,
- B.** If an employee with less than two (2) years of service reports to work and becomes ill during his/her shift, the time not worked during the remaining hours of the shift will be unpaid.
- C.** Except as specified in (A) and (B) above, payment for personal illness absence during the first seven (7) consecutive days of absence will be as follows:

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

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

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

III. Holidays Occurring During Illness.

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

IV. Return to Work.

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

V. Death in the Family/Critical Illness.

A. Excused Time

1. Immediate Family or Close Relative

Upon a death in an employee's immediate family or of a close relative, as defined in the following paragraphs, the employee shall be excused with pay on scheduled work days to discharge obligations placed upon the employee by the

death. Such excused time off shall not ordinarily exceed three (3) shifts. The time off with pay shall not start before the day of the death and shall not extend for more than two (2) scheduled shifts beyond the day of the funeral.

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

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

2. Other Family Members.

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

B. Payment.

Payment for such time will be computed based on the basic wage rate only and any extra payments for evening or night work which would otherwise have been received had the regular scheduled tour been worked. Such excused time off shall be considered as time worked for the purpose of computing overtime pay.

C. Death Occurring During Vacation.

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

D. Request for Additional Excused Time.

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

VI. Absence Due to Jury Duty or Witness Service.

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

VII. Basis of Payment for Excused Absence.

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

VIII. Part-Time Employees.

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

Article 36 Transfers

I. Definitions.

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

II. Administration.

A. Selection.

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

B. Wage Treatment.

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

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

1. Within the Same Wage Zone.

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

2. To a Lower Wage Zone.

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

3. To a Higher Wage Zone.

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

4. Computation of Transfer Rate.

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

5. Maximum Wage Rate.

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

III. Involuntary Transfers.

A. Considerations.

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

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

B. Seniority.

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

C. Relocation.

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

1. If the employee owns or is paying a mortgage on a primary residence, the Company will pay the employee a lump sum payment of \$10,000.00.
2. If the employee rents a primary residence, the Company will pay the employee a lump sum payment of \$5,000.00.
3. No receipts or other proof of expenses will be required. However, an agreement will be signed by the employee stating that the payment is contingent upon moving to the new work location. The agreement will also provide if the

employee does not report for work, the Company may withhold the amount of payment from any monies which the Company might otherwise owe the employee.

4. Two paid scheduled days off, which may be taken in conjunction with a weekend or vacation days, will be given for moving.
5. An additional payment of \$1,000.00 will be made for a second Ameritech Publishing employee in the same household who also relocates.

D. Refusal of Transfer.

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

Article 37

Temporary Assignment and Wage Schedule Treatment

I. Duration.

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

II. Selection.

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

employees in the group(s) from which the Company elects to make temporary assignments.

III. Wage Treatment.

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

A. Assignment Period.

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

B. Payment Calculation.

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

C. Assignment to Lower Job Classification.

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

IV. Termination of Temporary Assignment.

When an employee, under Paragraph III above, is changed back to the employee's former job classification upon termination of the temporary assignment, the employee will receive the wage rate the

employee would have been receiving if the employee had not been temporarily assigned.

Article 38

Temporary Location and Travel Payments

I. Eligibility.

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

II. Definitions.

- A. Regular Location** - is a work location designated by the Company from which an employee normally works.
- B. Temporary Location** - is any location designated by the Company from which an employee is assigned to start and/or end a shift for a temporary period.

III. Assignments.

A. Selection and Notice.

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

B. Qualifications.

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

IV. Expense Payments When Working Away from Regular Location.

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

- A. An employee who is assigned to work at a temporary location will be reimbursed for mileage based on the distance between the regular location and the temporary location.

1. Reimbursement Rate.

Effective October 1, 2010, employees may elect to receive reimbursement for authorized incidental use of their automobile for Company business at the rate approved by the Internal Revenue Service (IRS) of the United States as a business use deduction per traveled road mile. In the event the IRS increases the standard mileage rate allowable as a business use deduction from gross income during the term of this Agreement, the Company shall increase the amount of reimbursement accordingly, effective on the first of the month following the effective date of the change by the IRS.

2. Reimbursement Eligibility.

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

3. Insurance Requirements.

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

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

1. Option Election.

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

2. Election Changes.

When approved, an employee shall be permitted to change the method of expense payment during the employee's scheduled workweek for a day, or days, when existing conditions, such as inclement weather or extended work shifts warrant such a change. Board and lodging may be furnished instead of mileage reimbursement for temporary locations with reimbursable mileage over ten (10) miles with District Manager's/Director's approval.

3. Board & Lodging While at Temporary Location.

(a) Lodging.

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

(b) Board.

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

| | |
|-----------|---------|
| Breakfast | \$ 6.00 |
| Lunch | \$10.00 |
| Dinner | \$19.00 |

4. Transportation When Reimbursable Mileage Exceeds 35 Miles.

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

5. Holidays Occurring While at Temporary Location.

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

6. Weekend Return Trips While at Temporary Location.

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

Article 39

Lead Person

I. Role.

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

II. Selection.

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

III. Payment.

An employee so temporarily assigned shall receive a Lead Person differential of Ten Dollars (\$10.00) per day for each day worked as a Lead Person.

IV. Notification.

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

Article 40
Work Done By Supervisors

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

Article 41
Validity of Agreement

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

Article 42
Term of the Agreement

This Agreement shall become effective, except as otherwise provided, as of August 15, 2010 and shall terminate as of 11:59 p.m., August 10, 2013. In the event that a new agreement is not entered into by the above termination date, this Agreement shall continue in full force and effect until the parties reach a new agreement or until written notice to terminate the continuation of this Agreement is given by either party to the other at least twenty-four (24) hours prior to such termination.

The bargaining with respect to a new agreement shall not commence earlier than sixty (60) days nor less than fifty (50) days prior to the above specified date of termination unless the parties mutually agree otherwise.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate by their duly authorized representatives this fifteenth day of August 2010.

**COMMUNICATIONS
WORKERS OF AMERICA**

**AMERITECH
PUBLISHING, INC.**

Monica Hogan

Gary R. Winkler

Bargaining Committee:

Bargaining Committee:

Dean Ditmer
Kathy Neal
Karen Smith
Greg Wynn

Russell Anderson
Brian Cattaneo
Kimberly Gergel
Debbie Okray
Rick Sinelli

EXHIBIT A

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

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

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

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

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

Wage Zone 1

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

WAGE PROGRESSION SCHEDULE 1

Staff Associate I

| <u>Length of Service</u> | <u>8/ 8/10</u> | <u>8/14/11</u> | <u>8/12/12</u> |
|---------------------------------|-----------------------|-----------------------|-----------------------|
| Start | \$210.50 | \$210.50 | \$210.50 |
| 6 Months | \$241.50 | \$242.00 | \$242.50 |
| 12 Months | \$276.50 | \$278.00 | \$279.50 |
| 18 Months | \$317.00 | \$319.50 | \$321.50 |
| 24 Months | \$363.50 | \$367.00 | \$370.50 |
| 30 Months | \$416.50 | \$421.50 | \$426.50 |
| 36 Months | \$477.00 | \$484.50 | \$491.50 |
| 42 Months | \$547.00 | \$556.50 | \$566.00 |
| 48 Months | \$627.00 | \$639.50 | \$652.00 |
| 54 Months | \$718.50 | \$734.50 | \$751.00 |
| 60 Months | \$823.50 | \$844.00 | \$865.00 |

Pension Band (107)

WAGE PROGRESSION SCHEDULE 1

Staff Associate II

| <u>Length of Service</u> | <u>8/ 8/10</u> | <u>8/14/11</u> | <u>8/12/12</u> |
|---------------------------------|-----------------------|-----------------------|-----------------------|
| Start | \$219.50 | \$219.50 | \$219.50 |
| 6 Months | \$251.50 | \$252.50 | \$253.00 |
| 12 Months | \$288.50 | \$290.00 | \$291.50 |
| 18 Months | \$331.00 | \$333.50 | \$335.50 |
| 24 Months | \$379.50 | \$383.00 | \$387.00 |
| 30 Months | \$435.00 | \$440.00 | \$445.50 |
| 36 Months | \$498.50 | \$506.00 | \$513.50 |
| 42 Months | \$571.50 | \$581.50 | \$591.50 |
| 48 Months | \$655.50 | \$668.50 | \$681.50 |
| 54 Months | \$751.50 | \$768.50 | \$785.50 |
| 60 Months | \$861.50 | \$883.00 | \$905.00 |

Pension Band (108)

WAGE PROGRESSION SCHEDULE 1

Staff Associate III

| <u>Length of Service</u> | <u>8/ 8/10</u> | <u>8/14/11</u> | <u>8/12/12</u> |
|---------------------------------|-----------------------|-----------------------|-----------------------|
| Start | \$223.50 | \$223.50 | \$223.50 |
| 6 Months | \$257.50 | \$258.00 | \$258.50 |
| 12 Months | \$296.50 | \$298.00 | \$299.50 |
| 18 Months | \$341.50 | \$344.00 | \$346.50 |
| 24 Months | \$393.50 | \$397.50 | \$401.00 |
| 30 Months | \$453.00 | \$458.50 | \$464.50 |
| 36 Months | \$522.00 | \$529.50 | \$537.50 |
| 42 Months | \$601.00 | \$611.50 | \$622.00 |
| 48 Months | \$692.50 | \$706.00 | \$720.00 |
| 54 Months | \$797.50 | \$815.50 | \$833.50 |
| 60 Months | \$918.50 | \$941.50 | \$965.00 |

Pension Band (110)

WAGE PROGRESSION SCHEDULE 1

Staff Associate IV

| <u>Length of Service</u> | <u>8/ 8/10</u> | <u>8/14/11</u> | <u>8/12/12</u> |
|---------------------------------|-----------------------|-----------------------|-----------------------|
| Start | \$223.50 | \$223.50 | \$223.50 |
| 6 Months | \$258.50 | \$259.00 | \$259.50 |
| 12 Months | \$298.50 | \$300.00 | \$301.50 |
| 18 Months | \$345.50 | \$348.00 | \$350.50 |
| 24 Months | \$399.00 | \$403.00 | \$407.00 |
| 30 Months | \$461.50 | \$467.50 | \$473.00 |
| 36 Months | \$533.50 | \$541.50 | \$549.50 |
| 42 Months | \$617.00 | \$627.50 | \$638.50 |
| 48 Months | \$713.00 | \$727.50 | \$742.00 |
| 54 Months | \$824.50 | \$843.00 | \$862.00 |
| 60 Months | \$953.00 | \$977.00 | \$1,001.50 |

Pension Band (112)

WAGE PROGRESSION SCHEDULE 1

Service Representative

| <u>Length of Service</u> | <u>8/ 8/10</u> | <u>8/14/11</u> | <u>8/12/12</u> |
|---------------------------------|-----------------------|-----------------------|-----------------------|
| Start | \$231.50 | \$231.50 | \$231.50 |
| 6 Months | \$267.50 | \$268.00 | \$268.50 |
| 12 Months | \$308.50 | \$310.00 | \$311.50 |
| 18 Months | \$356.00 | \$359.00 | \$361.50 |
| 24 Months | \$411.50 | \$415.50 | \$419.50 |
| 30 Months | \$475.00 | \$481.00 | \$487.00 |
| 36 Months | \$548.00 | \$556.50 | \$565.00 |
| 42 Months | \$633.00 | \$644.00 | \$655.50 |
| 48 Months | \$730.50 | \$745.50 | \$760.50 |
| 54 Months | \$843.50 | \$862.50 | \$882.00 |
| 60 Months | \$974.00 | \$998.50 | \$1,023.50 |

Pension Band (113)

WAGE PROGRESSION SCHEDULE 1

Customer Service Specialist

| <u>Length of Service</u> | <u>8/ 8/10</u> | <u>8/14/11</u> | <u>8/12/12</u> |
|---------------------------------|-----------------------|-----------------------|-----------------------|
| Start | \$271.00 | \$271.00 | \$271.00 |
| 6 Months | \$313.00 | \$313.50 | \$314.50 |
| 12 Months | \$361.50 | \$363.00 | \$365.00 |
| 18 Months | \$417.00 | \$420.50 | \$423.50 |
| 24 Months | \$482.00 | \$486.50 | \$491.50 |
| 30 Months | \$556.50 | \$563.00 | \$570.50 |
| 36 Months | \$642.50 | \$652.00 | \$662.00 |
| 42 Months | \$741.50 | \$754.50 | \$768.00 |
| 48 Months | \$856.50 | \$873.50 | \$891.00 |
| 54 Months | \$989.00 | \$1,011.00 | \$1,034.00 |
| 60 Months | \$1,142.00 | \$1,170.50 | \$1,200.00 |

Pension Band (122)

WAGE PROGRESSION SCHEDULE 1

Art Technician

| <u>Length of Service</u> | <u>8/ 8/10</u> | <u>8/14/11</u> | <u>8/12/12</u> |
|---------------------------------|-----------------------|-----------------------|-----------------------|
| Start | \$255.50 | \$255.50 | \$255.50 |
| 6 Months | \$297.50 | \$298.00 | \$299.00 |
| 12 Months | \$346.00 | \$347.50 | \$349.50 |
| 18 Months | \$402.50 | \$405.50 | \$408.50 |
| 24 Months | \$468.50 | \$473.00 | \$477.50 |
| 30 Months | \$545.00 | \$552.00 | \$558.50 |
| 36 Months | \$634.00 | \$643.50 | \$653.50 |
| 42 Months | \$738.00 | \$750.50 | \$764.00 |
| 48 Months | \$858.50 | \$875.50 | \$893.50 |
| 54 Months | \$999.00 | \$1,021.50 | \$1,044.50 |
| 60 Months | \$1,162.50 | \$1,191.50 | \$1,221.50 |

Pension Band (123)

EXHIBIT A**WAGE SCHEDULE A**

The following wage rates for the commissioned sales representatives' job classifications will begin with the August 8, 2010 pay period.

| <u>Account Representative –Telephone*</u> | <u>Annualized</u> | <u>Weekly Rate</u> |
|--|--------------------------|---------------------------|
| Less than 6 months time on title | \$15,451 | \$296.00 |
| 6 months time on title | \$15,790 | \$302.50 |
| 12 months time on title | \$16,626 | \$318.50 |
| 18 months time on title | \$17,513 | \$335.50 |

| <u>Account Executive - Telephone</u> | <u>Annualized</u> | <u>Weekly Rate</u> |
|---|--------------------------|---------------------------|
| 24 months time on title | \$18,452 | \$353.50 |
| 30 months time on title | \$19,418 | \$372.00 |
| 36 months time on title | \$20,462 | \$392.00 |
| 42 months time on title | \$21,533 | \$412.50 |
| 48 months time on title | \$22,681 | \$434.50 |
| 54 months time on title | \$23,882 | \$457.50 |
| 60 months time on title | \$25,134 | \$481.50 |

| <u>Account Representative – Premise*</u> | <u>Annualized</u> | <u>Weekly Rate</u> |
|---|--------------------------|---------------------------|
| Less than 6 months time on title | \$18,009 | \$345.00 |
| 6 months time on title | \$18,975 | \$363.50 |
| 12 months time on title | \$19,967 | \$382.50 |
| 18 months time on title | \$21,037 | \$403.00 |

| <u>Account Executive - Premise</u> | <u>Annualized</u> | <u>Weekly Rate</u> |
|---|--------------------------|---------------------------|
| 24 months time on title | \$22,133 | \$424.00 |
| 30 months time on title | \$23,307 | \$446.50 |
| 36 months time on title | \$24,534 | \$470.00 |
| 42 months time on title | \$25,839 | \$495.00 |
| 48 months time on title | \$27,222 | \$521.50 |
| 54 months time on title | \$28,658 | \$549.00 |
| 60 months time on title | \$30,172 | \$578.00 |

| <u>New Media Account Executive – Premise</u> | <u>Annualized</u> | <u>Weekly Rate</u> |
|---|--------------------------|---------------------------|
| | \$35,000 | \$673.00 |

Pension Band (135)

EXHIBIT A

* The Account Representative title is the entry-level job classification for all listed sales positions. After twenty-four (24) months time-on-title Account Representatives will be promoted to the title of Account Executive within their respective sales channel.

For purposes of calculating the wage rates only, time on title is credited for time earned in any of the above list sales positions

WAGE SCHEDULE A

NATIONAL SALES OUTBOUND CALLING TEAM (O.C.T.)

The following wage rates apply for the **National Sales Outbound Calling Team (O.C.T.)** job classifications:

Account Representative – National Outbound Call Team (O.C.T.)

| | <u>Annualized</u> | <u>Weekly Rate</u> |
|----------------------------------|-------------------|--------------------|
| Less than 6 months time on title | \$31,954.00 | \$614.50 |
| After 6 months time on title | \$33,069.00 | \$633.50 |

Account Executive - National Outbound Calling Team (O.C.T.)

| | <u>Annualized</u> | <u>Weekly Rate</u> |
|-------------------------------|-------------------|--------------------|
| After 12 months time on title | \$34,061.00 | \$652.50 |
| After 18 months time on title | \$35,105.00 | \$672.50 |
| After 24 months time on title | \$36,201.00 | \$693.50 |
| After 30 months time on title | \$37,297.00 | \$714.50 |
| After 36 months time on title | \$38,445.00 | \$736.50 |
| After 42 months time on title | \$39,620.00 | \$759.00 |
| After 48 months time on title | \$40,847.00 | \$782.50 |
| After 54 months time on title | \$42,099.00 | \$806.50 |
| After 60 months time on title | \$43,378.00 | \$831.00 |

The Account Representative title is the entry-level job classification for the O.C.T. listed above positions. After twelve (12) months time-on-title Account Representatives will be promoted to the title of Account Executive within the O.C.T. channel.

Pension Band (110)

Departmental Units

WORK UNITS:

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

LOCATIONS:

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

EXHIBIT C

SALES COMPENSATION - NATIONAL SALES OUTBOUND CALLING TEAM (O.C.T.)

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

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

II. Annual Individual Performance and Team Bonus*.

Annual Individual Performance and Team Bonus:

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

*Payment distribution to be determined by Management.

SALES COMPENSATION

As used in this exhibit, the term employee shall mean regular or temporary employees assigned to the title classifications of:

- Account Executive - Premises
- Account Executive - Telephone
- Account Representative - Premises
- Account Representative – Telephone
- New Media Account Executive - Premises

I. Base Wages.

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

II. Account Assignment.

The Company agrees to assign accounts in quantities sufficient to keep employees fully occupied within the limits of the market, consistent with competition and the needs of the business. It is mutually agreed that this section shall not be construed, as meaning assignments will be equal.

III. Renewal Commissions –

A. Fixed Renewal Commissions

Subject to Paragraph VII, Chargebacks, an employee shall be paid commission on revenue renewed as follows:

**Account Executive Premise/Account Representative
Premise/New Media Account Executive Premise**

| <u>Renewal Percentage</u> | <u>Renewal Rate</u> |
|----------------------------------|----------------------------|
| Less than 90% | 12.0% |
| 90% - less than 100% | 15.0% |
| 100% - less than 102.5% | 20.0% |
| 102.5% - less than 105% | 30.0% |
| 105% - less than 110% | 40.0% |
| 110% and above | 50.0% |

**Account Executive Telephone/Account Representative
Telephone**

| <u>Renewal Percentage</u> | <u>Renewal Rate</u> |
|----------------------------------|----------------------------|
| Less than 90% | 12.0% |
| 90% - less than 100% | 15.0% |
| 100% - less than 102.5% | 20.0% |
| 102.5% - less than 105% | 30.0% |
| 105% - less than 110% | 40.0% |
| 110% and above | 50.0% |

IV. Advertiser Increase Commissions -

Subject to Paragraph VII, Chargebacks, an employee shall be paid advertiser increase commissions based on cumulative annual advertiser increase. Commission rates increase as annual advertiser increase sales exceed listed hurdles and will be applied to future sales but will not be retroactive to previous sales in the first year as follows:

Account Executive Premise/Account Representative Premise/New Media Account Executive Premise

| <u>Total Increase to Advertiser Return</u> | <u>Advertiser Increase</u> |
|---|-----------------------------------|
| Less Than 6,801 | 85% |
| 6,801 – 11,336 | 110% |
| 11,337 -15,872 | 135% |
| 15,873 – 20,409 | 185% |
| 20,410 and above | 205% |

Account Executive Telephone/Account Representative Telephone

| <u>Total Increase to Advertiser Return</u> | <u>Advertiser Increase</u> |
|---|-----------------------------------|
| Less Than 4,386 | 85% |
| 4,386 -7,311 | 110% |
| 7,312 – 10,238 | 135% |
| 10,239 – 13,165 | 185% |
| 13,166 and above | 205% |

V. New Install and Non-Advertiser Sales.

Subject to Paragraph VII, Chargebacks, an employee shall be paid new install and non-advertiser commissions based on cumulative annual new install and non-advertiser sales. Commission rates increase as annual new install and non-advertiser sales exceed listed hurdles and will be applied to future sales but will not be retroactive to previous sales in the first year as follows:

Account Executive Premise/Account Representative Premise/New Media Account Executive Premise

| <u>Total New Install and Non-Advertiser Return</u> | <u>New In and Non-Ad</u> |
|---|---------------------------------|
| Less Than 4,500 | 100% |
| 4,500 – 7,999 | 150% |
| 8,000 – 11,499 | 200% |
| 11,500 – 14,999 | 250% |
| 15,000 and above | 300% |

Account Executive Telephone/Account Representative Telephone

| <u>Total New Install and Non-Advertiser Return</u> | <u>New In and Non-Ad</u> |
|---|---------------------------------|
| Less Than 4,000 | 100% |
| 4,000 – 5,999 | 150% |
| 6,000 – 7,999 | 200% |
| 8,000 – 9,999 | 250% |
| 10,000 and above | 300% |

VII. Chargebacks.

A. Cause of Chargebacks.

An employee's renewal commission and gross commissions' earnings are subject to reduction in accordance with the following conditions:

1. An account disconnects within 90 days of the publication date or before the publication date.
2. A contract for directory advertising sold by such employee is modified or canceled prior to publication and the actual advertising is completely or partially canceled.

EXHIBIT C

3. An advertiser's actual monthly rate is adjusted at any time by the Company during the life of the directory, due to any error, mistake, omission or misunderstanding caused by the employee.
4. The company may elect to chargeback commissions for an error, mistake, omission or misunderstanding not caused by the employee, only when that error, mistake, omission or misunderstanding results in an overstatement of revenue sold. If the company elects to chargeback commissions, assigned revenue for the next issue will be adjusted by the amount of the overstatement.

All other errors, mistakes, omissions or misunderstandings not caused by the employee will not result in a chargeback.

5. At the end of the life of the directory, 100% chargeback will occur if less than two (2) months of the total billing is collected.

B. Effect on Commissions.

Renewal, advertiser increase, new install and non-advertiser commission chargebacks will be applied, based on the renewal, advertiser increase, new install and non-advertiser rates paid at the time of the sale.

C. Time Period Limit.

Chargebacks shall be limited to twenty-four (24) months from the issue date of the directory.

VIII. Average Commissions/Average Earnings.

The average daily commission rate shall be calculated by dividing total renewal commission paid plus total gross commissions paid during the prior calendar year by 260 days.

- A.** Total renewal commission paid and total gross commissions paid for the average commissions calculations shall exclude any average commission payments made during the prior calendar year.

- B.** The average daily earnings rate is the sum of the daily average commission rate at the time of the average commission calculation plus the applicable daily base wage rate and is limited to payment for disability, jury duty after seven calendar days, military leave, joint Union-Management time and special assignments as determined by the Company. Average daily earnings rate will be capped as follows:

| | |
|---------------------------------------|-------|
| Account Executive - Premise | \$300 |
| Account Executive - Telephone | \$200 |
| Account Representative - Premise | \$290 |
| Account Representative – Telephone | \$190 |
| New Media Account Executive - Premise | \$300 |

- C.** The average commissions' rate will be effective for the first full payroll period of the calendar year.

**IX. New Hire /New Media Account Executive –
Premise Gate Adjustment.**

New Hire:

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

| <u>If the employee hire date falls between:</u> | <u>Employee will start cycle in the:</u> |
|--|---|
| April to July | Second Hurdle |
| August to November | Third Hurdle |
| All Other Dates | No Adjustment |

Increase to Advertiser Adjustment:

| <u>Premise</u> | <u>Telephone</u> |
|-----------------------|-------------------------|
| Second Hurdle \$6,801 | Second Hurdle \$4,386 |
| Third Hurdle \$11,336 | Third Hurdle \$7,311 |

New Install and Non-Advertiser Adjustment:

| <u>Premise</u> | <u>Telephone</u> |
|-----------------------|-------------------------|
| Second Hurdle \$4,500 | Second Hurdle \$4,000 |
| Third Hurdle \$7,999 | Third Hurdle \$5,999 |

New Media Account Executive – Premise:

For New Media Account Executive – Premise the starting point in the gate structure will be adjusted. Commissions will not be paid on this adjustment. Adjustments will be made as follows:

New Install and Non-Advertiser Adjustment:

Third Hurdle \$7,999

EXHIBIT C

SMARTPAGES Commission

Subject to paragraph VII, chargebacks, an employee shall be paid commission for monthly SmartPages sales based on Exhibit C, Section III, Section IV, and Section V.

Sales Representatives Expense Payments

I. Eligibility.

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

II. Lodging.

Whenever an employee is assigned to a canvass location requiring an overnight stay, the Company shall provide lodging. It shall make suitable arrangements for the employee. Should an employee elect to make personal arrangements, the employee will be paid a Daily Lodging Allowance of \$27.50.

III. Board.

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

| | |
|-----------|---------|
| Breakfast | \$ 6.00 |
| Lunch | \$10.00 |
| Dinner | \$19.00 |

IV. Automobile Reimbursements.

A. Updates.

Automobile fixed and running costs reimbursement amounts will be updated September 1, 2011, September 1, 2012 as follows:

| | |
|----------|----|
| 9-1-2011 | 2% |
| 9-1-2012 | 2% |

EXHIBIT D

B. Fixed Allowance and Running Costs.

Fixed auto allowances and running costs will be automatic reimbursements in bi-weekly payroll in accordance with the following locations as defined in Section VII.

ALL Locations - \$263.00

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

When a Representative is authorized to and actually does use the automobile for Company business, the Representative will receive the bi-weekly allowance for each full biweekly period that the Representative is so authorized. The bi-weekly allowance shall be reduced by the following schedule in an amount not to exceed the total bi-weekly allowance for: (a) each full day of absence covered by a disability benefits plan sponsored by AT&T, (b) each full day of unpaid absence, (c) each full day of departmental leave or leave of absence, (d) each full day of suspension, (e) each day of and each day following termination or days not considered by the Company to be on the Company payroll:

EXHIBIT D

By \$26.30 for each full day of absence in a month of 20 normal working days

By \$25.04 for each full day of absence in a month of 21 normal working days

By \$23.90 for each full day of absence in a month of 22 normal working days

By \$22.87 for each full day of absence in a month of 23 normal working days

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

C. Exclusions

Fixed Auto Allowances will not be reimbursed for the following:

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

VI. Mobile Phone Reimbursement.

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

1. iPhone 3GS or later model iPhone - \$65.00
2. Any other "Smartphone" device - \$60.00
3. All other phones - \$50.00



GRIEVANCE REPORT



Grievance Number(s): _____ Local _____

Company # _____ Union # _____ Union Representative: _____ Union No.: _____
 Title: _____

SSN: _____ Business Unit: _____

Service Date: _____ Work _____

Grievance Description: _____

Grievance Type: _____ (Shaded areas for Company use)

Union Notification: _____ Date of Occurrence or Action: _____
 Verbal Written Date: _____ To: _____ By: _____

Nature of Grievance: _____ Section/Appendix: _____ Page: _____
 (Contract Article/Exhibit: _____)

Union Position (Remedy): _____

Company Position: _____

1st Step - Grievance Review/Discussion:
 Meeting: Date: _____ Management: _____
 Time: _____ Union: _____ (title)

1st Step Disposition: Settled Denied * Recessed to: _____ (initials)
 _____ (Date)

Company response prepared by: _____

* By mutual agreement, a grievance may be recessed or placed "on hold" for a pre-determined period of time.

Note: Any settlement offers, either by the Union or the Company, shall be noted and recorded at the appropriate step.

Grievance Record Form

EXHIBIT E

Grievance Number(s): _____ Union # _____
 Company # _____

2nd Step Grievance: Appealed to: _____ By: _____ Date: _____

2nd Step - Grievance Review/Discussion:
 Meeting: Date: _____ Management: _____
 Time: _____ Union: _____ (title)

2nd Step Disposition: Settled Denied * Recessed to: _____ (initials)
 _____ (Date)

Company response prepared by: _____

3rd Step Grievance: Appealed to: _____ By: _____ Date: _____

3rd Step - Grievance Review/Discussion:
 Meeting: Date: _____ Management: _____
 Time: _____ Union: _____ (title)

3rd Step Disposition: Settled Denied * Recessed to: _____ (initials)
 _____ (Date)

Company response prepared by: _____

Terms of Settlement: _____

The Union and the Company at the _____ Step of the Grievance Process, agree that the statement entered under "TERMS OF SETTLEMENT" above, is a satisfactory disposition of the grievance and is considered closed, effective: _____.

FOR THE UNION: Signature: _____ Title: _____
FOR THE COMPANY: Signature: _____ Title: _____

Note: Any settlement offers, either by the Union or the Company, shall be noted and recorded at the appropriate step.

Dues Deduction Authorization

Ameritech Publishing, Inc.:

I hereby authorize and request you to deduct from weekly payments due me as an employee, unless otherwise agreed to by the Union and the Company, an amount equal to the Union dues specified by the bylaws of the local representing me in the Communications Workers of America and to remit this amount to the authorized representative of the Communications Workers of America.

It is understood that this deduction shall commence as soon as this authorization can be processed and shall continue until my termination from Ameritech Publishing, Inc., my transfer from the bargaining unit or my written notice to the Company requesting that this deduction be canceled. This deduction shall be suspended during a period of leave of absence of more than one (1) month's duration and automatically reinstated effective upon return from leave.

In the event that there are insufficient payments in a pay period to cover this deduction, the deduction shall be made in a subsequent pay period in which there are sufficient payments to cover the deduction.

In the event I revoke this authorization, the Company will discontinue the deduction in the first full payroll period in the month following that in which my revocation is received by the Company.

Ameritech Publishing, Inc. assumes no further responsibility in connection with this authorized deduction except to act as remitting agent in forwarding the amount deducted to the authorized representative of the Communications Workers of America.

EXHIBIT F

_____, 20 _____
Date Hired File Number Signature of Employee

_____, 20 _____
Date SS. No. & Print Full Name
 Check Digit As Shown Above

This Exhibit F consisting of two (2) pages, identified this 15th day of August, 2010 by the parties hereto, as a part of this Agreement dated the 15th day of August, 2010.

COMMUNICATIONS WORKERS OF AMERICA

By: _____
Vice President

AMERITECH PUBLISHING, INC.

By: _____
Director, Labor Relations

EXHIBIT G

Employee Waiver of Union Representation



MAP-88
ISSUED 7/88

AT&T Yellow Pages - Midwest

EMPLOYEE WAIVER OF UNION REPRESENTATION

Date _____

Employee Name _____

SS# _____

Classification _____

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

Acknowledgement _____
Employee's Signature

Supervisor's Signature

August 15, 2010

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

RE: New Product & Product Enhancement Trials

Dear Ms. Hogan:

This letter will serve to confirm the understanding reached between Ameritech Publishing, Inc. and the Communications Workers of America regarding New Product and Product Enhancement Trials.

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

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

LETTER 01

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

This agreement shall continue in effect until August 10, 2013, or unless mutually agreed otherwise by the parties.

Sincerely,

Gary R. Winkler
For Ameritech Publishing, Inc.

Monica Hogan
For Communications Workers of America

August 15, 2010

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

RE: Sales Compensation Review

Dear Ms. Hogan:

During the 2010 collective bargaining the Union and Company discussed the various components of the Sales Compensation Plan and its impact upon corporate revenue, customer service and the sales force.

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

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

Sincerely,

Gary R. Winkler
For Ameritech Publishing, Inc.

Monica Hogan
For Communications Workers of America

August 15, 2010

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

RE: Revenue Retention Guarantee

Dear Ms. Hogan:

In an effort to provide revenue opportunities for its sales executives, the Company agrees that the overall existing average revenue per sales executive will be maintained at the following levels whenever practicable over the life of the contract: Premise – \$600,000 and Telephone – \$200,000.

The parties further agree that the Company may increase or decrease these levels based on the overall revenue growth, competition and the needs of the business.

Sincerely,

Gary R. Winkler
For Ameritech Publishing, Inc.

Monica Hogan
For Communications Workers of America

August 15, 2010

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

RE: Sales Reference Guidelines

Dear Ms. Hogan:

During 2010 bargaining Ameritech Publishing, Inc. (API) and the Communications Workers of America discussed the topic of sales policies, procedures and guidelines and the important role they play in providing competitive, world-class service to customers of API. Due to the wide range of topics and the depth of the discussions surrounding this critical sales results issue, the parties agree to meet, as soon as practicable after ratification of the 2010 Collective Bargaining Agreement, to solicit valued input from the Union and discuss the guidelines established by management.

Sincerely,

Gary R. Winkler
For Ameritech Publishing, Inc.

Monica Hogan
For Communications Workers of America

August 15, 2010

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

RE: Competition

Dear Ms. Hogan:

As we discussed during 2010 bargaining, one of the major challenges confronting API is building a strong and profitable company in the new competitive marketplace. It is a fact of life that competition is growing throughout API's markets and is expected to increase substantially in the future.

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

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

Sincerely,

Gary R. Winkler
For Ameritech Publishing, Inc.

Monica Hogan
For Communications Workers of America

August 15, 2010

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

RE: Time Off for Union Business

Dear Ms. Hogan:

As discussed during 2010 negotiations, this letter will confirm the Union's intent to make a good faith effort to act upon the cost containment and administrative concerns that relate to the subjects of time off the job for Union Representatives and attendance at grievance meetings. The Union agrees to communicate this through formal Steward School and other appropriate media.

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

Sincerely,

Monica Hogan
For Communications Workers of America

Gary R. Winkler
For Ameritech Publishing, Inc.

August 15, 2010

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

RE: Union Orientation for New Employees

Dear Ms. Hogan:

As a result of 2010 collective bargaining negotiations, Ameritech Publishing, Inc. agrees to provide the highest ranking CWA official in a bargained for work group with an opportunity to meet with new employees to the Bargaining Unit.

Sincerely,

Gary R. Winkler
For Ameritech Publishing, Inc.

Monica Hogan
For Communications Workers of America

August 15, 2010

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

RE: Bargaining Unit Seniority

Dear Ms. Hogan:

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

For the purposes of Article 27, Force Adjustment, and Article 17, Seniority, of this Agreement and for purposes of scheduling of time off (vacation time, days in lieu of holidays which occur during a scheduled vacation week, excused work days, paid and non-paid, but excluding the Company designated excused work day), bargaining unit seniority shall be defined as follows:

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

LETTER 08

- (b) Bargaining unit seniority for an employee hired into a management position and then into the bargaining unit shall equal the net credited service earned in the bargaining unit.

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

Sincerely,

Gary R. Winkler
For Ameritech Publishing, Inc.

Monica Hogan
For Communications Workers of America

August 15, 2010

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

RE: Success Sharing Plan - Participation Level

Dear Ms. Hogan:

During 2010 collective bargaining negotiations, Ameritech Publishing, Inc. and the Communications Workers of America discussed the Success Sharing Plan. Appendix A, Section IV-E of the 2010 API-CWA Collective Bargaining Agreement determines the method of calculating an employee's participation level in the Success Sharing Plan.

This letter will confirm our understanding that authorized representatives of the Union who are clerical employees eligible to the Success Sharing Plan and are excused without pay for the purpose of handling Union business will have this time counted as time worked for the purpose of determining Success Sharing Plan participation levels.

Sincerely,

Gary R. Winkler
For Ameritech Publishing, Inc.

Monica Hogan
For Communications Workers of America

August 15, 2010

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

RE: Current Job Descriptions and Evaluations

Dear Ms. Hogan:

During the 2010 bargaining, the Company and the Union had lengthy discussion on current Clerical job descriptions. The Union has submitted documentation regarding clerical positions and has requested those positions be evaluated for upgrade consideration including.

- Pars
- Staff Associate IIs
- Commissions Clerks
- Market Assignment Clerks
- Crew Clerks
- Staff Associate IV –
ADV Publishing

The Company acknowledges the receipt of job evaluation requests and has begun the process for evaluation.

The company will evaluate according to Company guidelines and will share the outcome of the evaluations as soon as the information is available.

Sincerely,

Gary R. Winkler
For Ameritech Publishing, Inc.

Monica Hogan
For Communications Workers of America

August 15, 2010

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

RE: Union-Management Review Board

Dear Ms. Hogan:

During collective bargaining in 2010, the Communications Workers of America and Ameritech Publishing, Inc. discussed their mutual interest in continuously striving to improve their relationship and to avoid unnecessary disputes. The Company and the Union agreed that they need to continuously explore changes in their traditional methods for handling problems, grievances and arbitrations, to seek new ways to resolve problems quickly and at the earliest possible opportunity and to improve their working relationship at all levels.

It was therefore agreed that during the term of the 2010 Collective Bargaining Agreement, CWA and API may conduct a Union-Management Review Board Trial in accordance with the following procedure:

1. If the Company contemplates the dismissal of any commission compensated employee with more than twenty-four (24) months of net credited service, or a non-commission compensated employee with more than twelve (12) months of net credited service, the Company agrees to notify the International Union and to review the facts with the Union prior to the actual dismissal.

LETTER 11

2. Following notification by the Company of such a contemplated dismissal, the International Union may optionally, within two (2) working days of such notice, request that a Union-Management Review Board be convened regarding the contemplated dismissal. This request must be made to the Company's Director - Labor Relations.
3. The Union-Management Review Board will be comprised of three (3) Company representatives and three (3) Union representatives.
4. Within two (2) working days of the Union's request, the Company will notify the Union of the names of the three (3) Company representatives of the Board, and the Union will notify the Company of the names of the three (3) Union Board representatives.
5. The Union will advise the involved employee that they have the right to attend the Board meeting. The parties' intent is that except in unusual circumstances, the employee will attend the meeting.
6. The purpose of the Board meeting will be to fully review the facts that are available concerning the contemplated dismissal, to permit the employee, or the Union in the employee's absence, to present any facts which the employee believes should be considered by the Company and to make a determination regarding the case in a just and speedy manner.
7. The Board will meet within ten (10) working days of the original notification of contemplated dismissal. Upon meeting, the Company will determine the appropriate disposition of the employee's case.
8. Following the Board meeting, if the Company dismisses the employee, the case will be considered closed, unless, within fifteen (15) calendar days of dismissal, the Union elects one of the following:

LETTER 11

- (a) If the employee was present at the Board meeting, to advance this matter directly to Arbitration as provided in Article 23, Arbitration of the 2010 Collective Bargaining Agreement; or
 - (b) If the employee was not present at the Board meeting to advance this matter directly to Step 3 of the Grievance Procedure as set forth in the 2010 Collective Bargaining Agreement.
9. Union Board representatives who are Company employees will be excused during their regularly scheduled hours and paid for time spent in the Board meeting only if the employee is also present at the meeting. Such paid time will be considered as time worked for the purpose of computing overtime.

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

Sincerely,

Gary R. Winkler
For Ameritech Publishing, Inc.

Monica Hogan
For Communications Workers of America

August 15, 2010

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

RE: Contracting of Work

Dear Ms. Hogan:

During 2010 negotiations, we talked about contracting out work, transferring work out of the bargaining unit to employees in other work groups and the introduction of new technology in the publishing industry. We also discussed API's need to remain strong, competitive and profitable and to respond rapidly to changing conditions in the marketplace.

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

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

Sincerely,

Gary R. Winkler
For Ameritech Publishing, Inc.

Monica Hogan
For Communications Workers of America

August 15, 2010

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

RE: Optional Temporary Layoff and Recall Procedure

Dear Ms. Hogan:

This letter will confirm the understanding reached during 2010 bargaining that in the event the Company determines the necessity for adjusting forces on a temporary basis apart from the emergency situation outlined in Article 27, Force Adjustment, of the Collective Bargaining Agreement, the Company at its sole discretion may elect to implement the following procedure:

1. When the Company anticipates a temporary force surplus condition on specified job classification(s) in specified work location(s), the Company will so notify the International Representative of the Union and the President of the Local(s) involved not less than five (5) workdays in advance of the temporary force reduction.
2. The Company shall determine the job classification(s) and work location(s) in which a temporary surplus exists, the number of employees in such classification(s) and location(s) which are considered to be surplus and the period during which the employees will remain on temporary layoff subject to the provisions in Paragraph (5).

LETTER 13

3. Beginning with the notice to the Union and continuing for three (3) work days, regular employees who are not already on temporary layoff on the specified job classification(s) and in the specified work location(s) will have the opportunity to submit to their supervisors written application forms requesting a temporary layoff under the terms and conditions set forth below.

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

4. After the application period is over, the Company will select those employees who submitted valid application forms and temporarily lay them off in seniority order to the extent necessary to relieve the surplus. An employee shall not be temporarily laid off under this procedure for more than one hundred and twenty (120) calendar days in any twelve (12) month period unless unusual conditions warrant, as determined by the Director - Labor Relations.
5. Employees will be temporarily laid off for at least thirty (30) calendar days, unless recalled for emergency work, up to a maximum of one hundred and twenty (120) calendar days. If practicable, employees will be given one (1) week's advance notice prior to recall. An employee will be notified of the employee's recall date by registered letter to the last address of Company record. Failure to return to work within five (5) scheduled work days after the employee's recall date or delivery of notice, whichever occurs later, will constitute job abandonment and the employee will be considered to have voluntarily terminated the employee's employment relationship with the Company as of the employee's recall date.

LETTER 13

6. Employees who are temporarily laid off will be recalled in inverse seniority order to the job classification and work location from which they were laid off. However, the Company may elect to recall a temporarily laid off employee out of inverse seniority order should a written request be made by the employee.
7. If there continues to be a temporary surplus condition on a job classification and work location, the Company will again invoke the notice and application procedures outlined in Paragraphs (1) and (3) prior to laying off employees in accordance with Paragraph (4).
8. Temporarily laid off employees will continue to accrue seniority and be covered under Company Benefit Plans during the period of layoff, but will not be eligible to receive termination payments as a result of the temporary layoff.
9. Temporarily laid off employees will be paid for a portion of their vacation eligibility rather than being allowed to schedule the time off after recall, according to the following schedule:

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

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

Sincerely,

Gary R. Winkler
For Ameritech Publishing, Inc.

Monica Hogan
For Communications Workers of America

August 15, 2010

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

RE: Special Surplus Consideration

Dear Ms. Hogan:

During 2010 bargaining discussions related to changing business conditions, changes in how the Company conducts business and possible effects on our employees took place. In this regard, the Company and the Union recognize the need for joint discussion and cooperation concerning the effects on our employees that evolve from such business changes.

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

However, in the event that API contractual surplus procedures do not resolve the surplus, this letter will confirm our understanding that the Company will discuss with the Union the opportunity of any remaining qualified surplus to be considered for available positions in job titles covered by the Agreements between AT&T Advertising Solutions Midwest and the Communications Workers of America, effective August 15, 2010.

Sincerely,

Gary R. Winkler
For Ameritech Publishing, Inc.

Monica Hogan
For Communications Workers of America

August 15, 2010

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

RE: Educational Sabbatical

Dear Ms. Hogan:

During collective bargaining in 2010, the Communications Workers of America and Ameritech Publishing, Inc. discussed their mutual interest in providing training and educational opportunities for employees. The parties recognize that the increasing requirement for technical knowledge and specialized skills requires progressive methods of upgrading the educational needs of employees and providing them with opportunities to prepare for jobs of the future both at Ameritech Publishing or elsewhere.

For this reason, the parties have agreed that effective August 15, 2010; regular full-time employees of the Company shall be eligible for one Educational Sabbatical during their career. An Educational Sabbatical is a special leave of absence which is subject to approval by the Employees' Benefit Committee and to the needs of the business. An Educational Sabbatical may range from 3 to 6 months.

Employees who are granted an Educational Sabbatical will be eligible for the following:

Tuition Aid reimbursement during the Educational Sabbatical subject to the normal rules and requirements under the Company's Tuition Aid Policy;

LETTER 15

Health care, dental care, vision and EAP coverage, paid by the Company for a maximum of 3 months, with continuation of any employee contributions if applicable;

Basic group, supplemental group and dependent group life insurance coverage will continue for the duration of the Educational Sabbatical, with continuation of any employee contributions if applicable;

Eligibility for sickness disability benefits if disabled at expiration of the Educational Sabbatical;

Death benefits as provided under the Ameritech Pension Plan for eligible employees;

Guaranteed reemployment in a job of similar status and pay at expiration of the Educational Sabbatical; and

Service credit for the first 30 days of the Educational Sabbatical upon return to work.

Sincerely,

Gary R. Winkler
For Ameritech Publishing, Inc.

Monica Hogan
For Communications Workers of America

August 15, 2010

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

RE: Employee Assistance Plan

Dear Ms. Hogan:

Ameritech Publishing, Inc. (API) and the Communications Workers of America discussed during the 2010 bargaining the importance of a program to assist employees in solving serious personal problems.

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

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

Sincerely,

Gary R. Winkler
For Ameritech Publishing, Inc.

Monica Hogan
For Communications Workers of America

August 15, 2010

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

RE: Dr. Martin Luther King, Jr. Recognition

Dear Ms. Hogan:

During 2010 negotiations we talked about our mutual interest in providing a means to honor Dr. Martin Luther King, Jr. The parties also recognized the need not to add unnecessary costs to the running of the business in the highly competitive directory advertising marketplace.

Therefore, it was jointly agreed that during the calendar years 2011, 2012 and 2013, Ameritech Publishing, Inc. employees in Indiana, Michigan, Ohio and Illinois may designate one of their three (3) excused work days. Additionally, an employee may elect to take Dr. King's Birthday Recognition as a vacation day or as an excused, unpaid day. Such time will be considered as time worked for the purpose of calculating overtime.

Such designation must occur at the time vacation schedules for the subsequent year is selected. Once selected, the Dr. Martin Luther King, Jr. designated day may not be changed.

LETTER 17

Eligibility rules and pay treatment, as specified in the appropriate articles for EWDs and floating holidays will apply.

The granting of time off in recognition of Dr. Martin Luther King, Jr. will be allowed providing it is prescheduled during vacation planning. Otherwise it will be made in accordance with the provisions of Article 31 (VII).

Sincerely,

Gary R. Winkler
For Ameritech Publishing, Inc.

Monica Hogan
For Communications Workers of America

August 15, 2010

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

RE: Flexitime

Dear Ms. Hogan:

During the collective bargaining process in 2010, the subject of Flexitime was discussed. It was jointly agreed by both the Union and Management that a sincere effort by both parties should be continued to make flexitime as usable and effective as possible.

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

Following is a summary:

- Core starting hours may be between 6:30 a.m. and 9:00 a.m. based on a forty (40) hour workweek.
- Core ending hours may be between 3:00 p.m. and 5:30 p.m.
- Individual starting and ending times will be worked out on a local basis.
- Lunch hours may be one half (1/2) hour, one (1) hour or one and one-half (1-1/2) hours.
- The current use of one-half (1/2) day vacations will continue to be observed.

LETTER 18

- Employees' individual "Flextime" schedules must be maintained from payroll period to payroll period, and must remain in force through the end of the particular payroll period.

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

Sincerely,

Gary R. Winkler
For Ameritech Publishing, Inc.

Monica Hogan
For Communications Workers of America

August 15, 2010

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

RE: Four Day Workweek

Dear Ms. Hogan:

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

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

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

LETTER 19

- (a) An employee must be scheduled for a four-day week at the beginning of a week and remain on this schedule for entire week.
- (b) All paid or non-paid absence days (sickness, excused work days, day at a time vacation) within a week in which the employee is scheduled for four ten-hour days will be treated as ten-hour days.
- (c) A week in which a paid holiday falls shall be scheduled as a five-day, eight-hour a day workweek.
- (d) An employee can be granted a week's vacation in increments of four (4) days at ten (10) hours a day to equate to forty (40) hours of paid vacation or reschedule the week as a five-day, eight-hour a day workweek. If an employee has not taken all entitled vacation using four ten-hour day scheduling, the remaining vacation day(s) will be treated as eight-hour days.
- (e) An employee who becomes ill and the illness extends to disability will remain on the schedule last worked until the employee is able to return to work.
- (f) No daily overtime payment shall be made for any of the hours worked which constitute the normal workweek, even though scheduled over four days.
- (g) There will be no restrictions regarding which four days in a week will be scheduled, except that at least two nonscheduled days must be consecutive.
- (h) All training will be scheduled as eight-hour day shifts.

Sincerely,

Gary R. Winkler
For Ameritech Publishing, Inc.

Monica Hogan
For Communications Workers of America

August 15, 2010

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

RE: Vacation Schedules

Dear Ms. Hogan:

During 2010 bargaining the Company and the Union discussed the importance of circulating the vacation schedule prior to the beginning of each calendar year. The Company will begin passing the vacation schedules in each work group by December 1st, but no later than the first working day of the New Year.

Sincerely,

Gary R. Winkler
For Ameritech Publishing, Inc.

Monica Hogan
For Communications Workers of America

-
August 15, 2010

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

RE: COPE Deductions

Dear Ms. Hogan:

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

Sincerely,

Gary R. Winkler
For Ameritech Publishing, Inc.

Monica Hogan
For Communications Workers of America

August 15, 2010

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

RE: Agreement on Card Check and Neutrality

Dear Ms. Hogan:

This letter confirms our agreement on the topic of Card Check and Neutrality. As we discussed, AAS commits to abide by the principles established in the Agreement on Card Check and Neutrality between SBC and the Communications Workers of America.

Sincerely,

Gary R. Winkler
For Ameritech Publishing, Inc.

Monica Hogan
For Communications Workers of America

August 15, 2010

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

RE: Illness Paid Cap

Dear Ms. Hogan:

During the 2010 bargaining, the Company and the Union had lengthy discussion regarding Illness paid time. As a result of the collective bargaining negotiations the Company and the Union agree that illness paid time for employees hired after August 15, 2010 shall be as follows:

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

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

Sincerely,

Gary R. Winkler
For Ameritech Publishing, Inc.

Monica Hogan
For Communications Workers of America

August 15, 2010

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

RE: National Transfer Plan (NTP)

Dear Ms. Hogan:

This letter confirms the understanding reached between Ameritech Publishing, Inc. and the Communications Workers of America regarding the National Transfer Plan.

The Company and the Union agree that Ameritech Publishing, Inc. will participate in the current NTP guidelines.

Sincerely,

Gary R. Winkler
For Ameritech Publishing, Inc.

Monica Hogan
For Communications Workers of America

August 15, 2010

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

RE: Monitoring

Dear Ms. Hogan:

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

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

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

- a) Service Observations: Monitoring of this type is intended to randomly review the performance of the work group to determine their effectiveness in providing quality service to customers. Official Service Observations, made at the direction of the Company for the primary purpose of determining the overall quality of service furnished to customers, are not intended nor will they be used for the purpose of identifying or rating the performance of individual employees except as noted below. The Company will not publish any result data of any official observing for small offices that would allow for identification of individual employees.

- b) Diagnostic: Monitoring of this type is intended to review and evaluate new or changed products, practices and procedures.
- c) Evaluative Developmental: Monitoring of this type is intended to be handled in a professional and confidential manner and to document performance of the individual employee for evaluation purposes. This type of monitoring will be conducted by management personnel and will generally be done at the work address location. While conducting remote evaluative/developmental monitoring, management must display a visual indicator that employee monitoring is in progress. Evaluative Developmental call monitoring will be from a sampling of calls. Such calls will not be arbitrarily selected for evaluative purposes. The monitoring results should be reviewed with the employee within twenty-four (24) hours after the monitoring has taken place. Other managerial steps, such as training sessions, visual observations, individual discussions and coaching may be used in addition to monitoring to evaluate and improve an employee's performance.

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

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

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

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

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

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

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

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

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

Sincerely,

Gary R. Winkler
For Ameritech Publishing, Inc.

Monica Hogan
For Communications Workers of America

August 15, 2010

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

RE: Management Employee Moving into Bargaining Unit

Dear Ms. Hogan:

As a result of 2010 collective bargaining negotiations, the Company and the Union agree that net credited service as it applies to termination payments for management employees moving into the bargaining unit will only include time worked while covered by an Ameritech, SBC, or AT&T collective bargaining agreement.

Sincerely,

Gary R. Winkler
For Ameritech Publishing, Inc.

Monica Hogan
For Communications Workers of America

August 15, 2010

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

RE: Packaging of SMARTPAGES Commissions

Dear Ms. Hogan:

As a result of 2010 collective bargaining negotiations, the Company and the Union agree that all SMARTPAGES contracts for an account will be packaged with the primary directory for that account for the purposes of calculating Renewal and Advertiser Increase. The Company will amend the Sales Reference Guidelines to reflect this change.

Sincerely,

Gary R. Winkler
For Ameritech Publishing, Inc.

Monica Hogan
For Communications Workers of America

August 15, 2010

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

RE: Sales Pension Calculations

Dear Ms. Hogan:

This letter confirms our conversation regarding the calculation of pension benefits for sales employees who retire from Ameritech Advertising Services. The Company will include average commissions received during the Plan Year in its pension calculations for sales representatives. The pension calculations will be made according to the terms of the applicable pension plan.

Sincerely,

Gary R. Winkler
For Ameritech Publishing, Inc.

Monica Hogan
For Communications Workers of America

August 15, 2010

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

RE: Exhibit C Transition

Dear Ms. Hogan:

This letter will serve to confirm the understanding reached between Ameritech Publishing, Inc. and the Communications Workers of America regarding transition from the Collective Bargaining Agreement dated August 14, 2005, to the Collective Bargaining Agreement dated August 15, 2010.

The parties agree that accounts processed prior to January 19, 2011 will be paid under the terms of Exhibit C of the Collective Bargaining Agreement dated August 14, 2005. Accounts processed on or after January 19, 2011 will be paid under the terms of Exhibit C of the Collective Bargaining Agreement dated August 15, 2010.

The parties further agree that commissions chargebacks for accounts processed prior to January 19, 2011 will be paid under the terms of Exhibit C of the Collective Bargaining Agreement dated August 14, 2005. Commission chargebacks for accounts processed on or after January 19, 2011 will be paid under the terms of Exhibit C of the Collective Bargaining Agreement dated August 15, 2010.

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The parties further agree that if an account is initially processed prior to January 19, 2011 and is later re-serviced, commission payments and chargebacks will be paid under the terms of Exhibit C of the Collective Bargaining Agreement dated August 14, 2005.

Sincerely,

Gary R. Winkler
For Ameritech Publishing, Inc.

Monica Hogan
For Communications Workers of America

August 15, 2010

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

RE: Pooled Titles for Surplus

Dear Ms. Hogan:

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

1. Within locations identified in Exhibit B, employees in the following work units will be combined by job classification and ranked in seniority order. The work units are as follows:
 - Customer Service
 - Publishing – Publishing & Design Services
 - Publishing – Directory Listing Services
 - Sales Operations
 - Pre-Sales Support
2. Employees not identified as surplus in the process may be required to move to a different work unit within the location to satisfy vacancies created in work units where no surplus exists.
3. Should the Company reorganize in such a way as to alter the Work Units as they existed on August 14, 2010, the Parties agree to meet to identify new Work Units and pooled titles in order to accomplish the intent of this letter.

Sincerely,

Gary R. Winkler
For Ameritech Publishing, Inc.

Monica Hogan
For Communications Workers of America

August 15, 2010

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

RE: Job Descriptions and Evaluation

Dear Ms. Hogan:

During 2010 bargaining, the Company and the Union had lengthy discussions on current Clerical job descriptions and the job evaluation process. In order to provide a forum to continue these discussions, the parties agree to the following:

- The Company and the Union agree to meet once per year beginning January 2011 to: 1) review the status and level of bargaining-unit positions that have changed functions due to technological impacts, and 2) evaluate current job titles and descriptions for accuracy and relevance.
- The total number of participants per side will be limited to no more than four; the parties will select who will attend for them, but typically would include a representative of the International, a representative of Labor Relations, a supervisor or manager of the position(s) under evaluation, etc. Each Committee attendee will be paid their regular rate of pay for the time spent in such meeting. No travel, room or meal expenses incurred by representatives for the Union will be paid for by the Company.

LETTER 31

- Prior to such meeting the parties will agree on the specific titles to be evaluated; the total number to be evaluated per meeting shall be no more than two (2).
- Detailed information based upon a mutually agreed-upon set of criteria will be developed by the parties prior to the meeting, and will be shared in order to facilitate the most efficient and productive session possible.
- Following the meeting, which should not last more than one full day, the Company will provide an answer to the Union within 10 working days regarding its position on the proper status of the titles which were evaluated.
- Should the parties not reach agreement as to the correct wage level for a specific title, the issue will be submitted to a mutually agreed-upon outside, independent third-party for review and decision. The decision of the third-party will be final and not subject to any grievance or arbitration.
- The cost of the third-party will be paid equally by both parties.

Sincerely,

Gary R. Winkler
For Ameritech Publishing, Inc.

Monica Hogan
For Communications Workers of America

August 15, 2010

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

RE: Gasoline Expense

Dear Ms. Hogan:

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

Sincerely,

Gary R. Winkler
For Ameritech Publishing, Inc.

Monica Hogan
For Communications Workers of America

August 15, 2010

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

RE: National Sales Outbound Call Team Wage Rate

Dear Ms. Hogan:

This is to confirm our agreement that the those reps currently in the National Sales Outbound Call job that have a weekly wage rate of \$791.50 upon ratification will be treated with the new weekly wage of \$806.50 and will qualify for progression treatment six (6) months later to the new top wage of \$831.00.

Sincerely,

Gary R. Winkler
For Ameritech Publishing, Inc.

Monica Hogan
For Communications Workers of America

August 15, 2010

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

RE: Neutral Evaluation

Dear Ms. Hogan:

During 2010 bargaining we discussed the concept of a neutral evaluation process. The following sections represent the agreement reached during those discussions.

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

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

The mechanics of the process will operate as follows:

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

the withdrawing party will be responsible for any cancellation fees and/or expenses incurred.

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

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

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

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

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

Sincerely,

Gary R. Winkler
For Ameritech Publishing, Inc.

Monica Hogan
For Communications Workers of America

**Ameritech Publishing, Inc.
Success Sharing Plan**

I. Statement of Purpose.

Ameritech Publishing, Inc. (API) and Communications Workers of America (CWA) recognize that API is an unregulated company in a highly competitive marketplace where employee commitment, teamwork and customer service will be key ingredients to API's future success. The Success Sharing Plan (SSP) is designed to incrementally reward clerical employees as API "succeeds". When API reaches certain financial goals, eligible clerical employees who helped make it possible will reap the rewards. Clerical employees will share in the success and by their efforts drive API to better performance over the long term.

II. Plan Year.

The Plan Year shall be the calendar year. The first such Plan will commence January 1, 2010.

III. Eligibility.

To be eligible to participate in the Plan, an eligible bargained-for employee in the bargaining unit must meet the following conditions:

- A.** The employee must be classified as a full-time or part-time regular employee, a full-time or part-time regular limited term employee or a full-time or part-time temporary employee; and
- B.** Have a minimum one (1) year of net credited service as of December 31 of the applicable Plan Year.

IV. Definitions.

A. Eligible Payroll.

An employee is considered on the eligible payroll of the Company except when on work stoppage or suspension. The eligible payroll shall, however, include voluntary temporary layoff.

B. Annualized Wage Rate.

The Annualized Wage Rate is each employee's basic weekly wage rate as of December 31 of the respective Plan Year multiplied by 52. The Annualized Wage Rate does not include shift or temporary differentials, overtime pay, premium pay or any other extra payments. For regular, regular limited term or temporary part-time employees; the Annualized Wage Rate is the corresponding step on the wage progression schedule without any adjustment for the part-time status of the employee.

C. Success Sharing Goal.

The Success Sharing Goal is defined as a combination of the SBC Net Income and Directory Operating Income. The SSP payments will be accrued and booked as an expense in each Plan Year before determination of the year's results. The Success Sharing Goal, weightings and measures for all components shall be the same as for API management employees.

The Success Sharing Goal for each Plan Year will be determined by the Company and will be announced during the first quarter of each new Plan Year. The SSP Payout Matrix for each year will be provided by the Company Plan Administrator no later than the end of the second quarter of the applicable Plan Year.

D. Payment Rate.

The Payment Rate at objective for each Plan Year shall be:

| | <u>Two (2) Years Or More NCS*</u> | <u>Less than Two (2) Years but More Than One (1) Year NCS*</u> |
|------|--|---|
| 2011 | 2% | 1% |
| 2012 | 2% | 1% |
| 2013 | 2% | 1% |

*NCS as of December 31 of the applicable Plan Year.

E. Participation Level.

An employee's Participation Level is based on the number of hours worked by the employee in a Plan Year. Excused paid time will be counted as time worked for the purpose of determining participation level, but will not include disability leave time, leave of absence, departmental furlough, layoff except for voluntary temporary layoff, work stoppage or suspension.

F. Plan Payment.

The Plan Payment is a cash payment amount equal to each eligible employee's Annualized Wage Rate multiplied by the percent of objective attained, then by the Payment Rate and prorated, if necessary, by each eligible employee's Participation Level in accordance with the attached Schedule.

V. Plan Operation.

A. Method and Date of Payment.

Plan Payments will be made and reflect applicable federal, state and local tax withholdings and deductions for Union dues and agency fees as authorized by the employee and established by the Union. They will be awarded no later than the end of the first quarter following the applicable Plan Year.

B. Impact on Benefits.

Plan Payments shall not affect benefit levels or benefit payments nor be included for purposes of determining overtime or any other element of wages.

C. Payment in Case of Death.

A Plan Payment shall be paid, at the discretion of the Plan Administrator, to the estate, surviving spouse or other next of kin of a deceased employee or former employee.

VI. Employee Information.

The Company will keep employees informed regarding the performance of API during the Plan Year.

VII. Administration of the Plan.

API shall designate a Plan Administrator. The Plan Administrator shall have such authority and responsibility as is necessary to carry out the purposes of the Plan.

Nothing in this Plan or its administration shall be subject to the grievance or arbitration procedure. The Union waives the right to examine any information related to this Plan and its calculations. Any information supplied to independent auditors in order to substantiate calculations under the Plan will be deemed to be sufficient for any financial disclosure requirements.

VIII. Contingency Clause.

The operation of this Plan is contingent upon receiving the unqualified approval of the Department of Labor (DOL). In the event this Plan does not receive the unqualified approval of the DOL, this Plan shall have no force or effect.

IX. Rights of Management.

Nothing in this Plan shall act to limit API in the exercise of any of the generally recognized rights of management to operate or change the business, select new markets or change or exclude markets as it deems appropriate. All customary management rights shall be reserved solely by the Company.

SCHEDULE 1

PARTICIPATION LEVEL

| <u>Total Hours on Active Payroll</u> | <u>Participation Level</u> |
|---|-----------------------------------|
| 0 – 999 | 10% |
| 1,000 – 1,040 | 50% |
| 1,041 – 1,248 | 60% |
| 1,249 – 1,456 | 70% |
| 1,457 – 1,664 | 80% |
| 1,665 – 1,872 | 90% |
| 1,873 – 2,080+ | 100% |

**Ameritech Publishing, Inc.
Employment Opportunity Agreement**

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

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

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

I. Cornerstone.

- A.** The cornerstone of this Agreement is a commitment that, to the extent provided for by the EOA, no Guaranteed Employee will be involuntarily terminated without cause during the term of this Collective Bargaining Agreement, except in situations which the Company determines are due to catastrophic events or severe economic conditions that threaten the long-term viability of the Company.

- B.** Critical to this commitment is the mutual recognition by API and the CWA that employment security can be best achieved by a growing and profitable company and that both parties have a shared responsibility to contribute to the competitiveness and operational efficiency of the Company.

APPENDIX B

- C. The Company, during the term of the EOA, will explore innovative approaches to manpower planning and assignment which will contribute to employment security by increasing the full and effective utilization of the workforce. The Company will offer opportunities for personal and career growth with a firm desire to improve employee work life and enhance the competitiveness of the Company. Any opportunities offered under the EOA will be voluntary and will seek to expand present job skills, develop new job skills consistent with advances in technology and stimulate employee contributions to achieve the highest productivity and efficiency possible.

II. Definitions and Eligibility.

A. Guaranteed Employee.

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

B. Non-guaranteed Employee.

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

C. Opportunity Pool.

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

III. Administration.

A. State Administrator Selection.

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

B. Duties of State Administrator.

The duties of the State Opportunity Pool Administrator will be:

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

APPENDIX B

7. Plan and coordinate appropriate training, retraining and development activities.
8. Make recommendations to the Corporate Opportunity Pool Administrator as appropriate, regarding any aspect of this Agreement.

C. Corporate Administrator Selection.

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

D. Duties of Corporate Administrator.

The duties of the Corporate Opportunity Pool Administrator will be:

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

IV. Guidelines.

A. Nonguaranteed Employees.

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

B. Guaranteed Employees.

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

C. Opportunity Employees.

1. Termination Payments to Employees Not Previously Laid Off.

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

APPENDIX B

2. Termination Payments to Employees Previously Laid Off.

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

D. Basic Weekly Wage Rate and Premium Payments.

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

E. Service Credit for Benefits.

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

F. Placement.

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

G. Assignment.

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

H. Temporary Locations.

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

I. Transfers of Opportunity Employees.

Will be handled as follows:

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

J. Relocation Reimbursement.

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

1. If the employee owns or is paying a mortgage on their primary residence, the Company will pay the employee a lump sum payment of \$10,000.00.
2. If the employee rents their primary residence, the Company will pay the employee a lump sum payment of \$5,000.00.

APPENDIX B

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

K. Opportunity Pool or Assignment Refusal.

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

L. Lack of Completion of Training Assignment.

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

M. Excess Opportunity Pool Employees.

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

N. Grievance and Arbitration Limitations.

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

O. No Strike.

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

P. Adjustments to this Agreement.

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

V. Funding.

A. Total Funding.

The Company's total funding of the Opportunity Pool for the Bargaining Unit will not exceed \$2,500,000.00 during the term of the Employment Opportunity Agreement.

B. Expense Charged to Fund.

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

C. Full Fund Payout.

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

VI. Effective Dates.

- A.** This Agreement will become effective with the 2010 CWA/API Collective Bargaining Agreement dated August 15, 2010.
- B.** This Agreement will expire with the 2010 CWA/API Collective Bargaining Agreement on August 10, 2013.

Ohio Provisions

During 2010 collective bargaining Ameritech Publishing, Inc. (Company) and Communications Workers of America (Union) agreed that for the term of the 2010 Collective Bargaining Agreement the following provisions of the Agreement shall not apply to Company work locations and employees in the state of Ohio.

Modified Agency Shop Article 5, Paragraph III

Overtime Article 29, Paragraph II

Recognition Article 1

The Company and the Union further agreed that for the term of the 2010 Collective Bargaining Agreement, the following Recognition provision shall apply in Ohio:

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

