

COMMUNICATIONS WORKERS OF AMERICA

AND

THRYV, INC

**BETHLEHEM, PENNSYLVANIA
CHADDS FORD, PENNSYLVANIA
PHILADELPHIA (BENSALEM), PENNSYLVANIA
PITTSBURGH(MONROEVILLE), PENNSYLVANIA**

SALES OFFICES

November 4, 2020

TO BE UPDATED WITH FINAL DOCUMENT

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ARTICLE 1
Agreement

- 1.1 This Agreement is made as of November 4, 2020 by and between Thryv, Inc. for its Bethlehem, Chadds Ford, Philadelphia (Bensalem), and Pittsburgh (Monroeville), Pennsylvania Sales Offices, hereinafter referred to as the “Company” and the Communications Workers of America, hereinafter referred to as the “Union.”

ARTICLE 2
Non-Discrimination

- 2.1 The parties affirm their intention that the provisions of this Agreement will be applied without discrimination because of race, color, age, religion, national origin, sex, sexual orientation, mental or physical handicap or veteran status of the employee, or because of activities protected under the National Labor Relations Act. Notwithstanding other provisions of this Agreement, it is not the intention of the parties to restrict employees’ rights to pursue claims under discrimination statutes including sexual harassment claims.

ARTICLE 3
Federal and State Laws

- 3.1 Should any valid Federal or State Law, or the final decision or order of any Court or national or state regulatory body of competent jurisdiction specifically affect any provisions of this Agreement, the provision or provisions so affected will be construed as having been changed to conform to the law or decision, and the other provisions of this Agreement will continue in full force.

ARTICLE 4
Union Recognition

- 4.1 The Company recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours, and other conditions of employment for the positions of the Company’s Bethlehem, Chadds Ford, Philadelphia (Bensalem), and Pittsburgh (Monroeville), Pennsylvania Sales Offices, as confirmed by letter dated March 15, 2002, and offices commonly managed and staffed by these offices (so called satellite offices) and excluding other offices in Pennsylvania which are not operated as satellite offices, or any reasonably proximate site to which the office is relocated.

ARTICLE 5
Management Rights

- 5.1 The Union recognizes the Company’s traditional right to manage its business except as specifically limited by this Agreement. Nonetheless, if the Company plans to make any change in the way it manages its business which significantly affects a term(s) and/or condition(s) of employment which is bargainable under the NLRA, and which term(s) and/or condition(s) of employment (or changes thereto) are not otherwise dealt with in this Agreement, the Company will notify the Union in advance of making the change, and provide an opportunity for the Union to meet and negotiate over the change for a period of fifteen (15) calendar days from the date of the first meeting between the parties. The first meeting is to take place within five workdays of notice to the Union. Unless extended by mutual agreement, at the conclusion of the fifteen (15) calendar days, the Company may proceed with implementation of the change. It is not the intent of the Company to impose financial obligations on employees which will more than minimally reduce the value of their compensation packages (e.g., requiring an employee to expend personal resources on specialized training or designer blazers).

- 5.2** Nothing in this provision is intended to prevent the Company from making a change after negotiation in such situations as described above in paragraph 5.1 and the Union may not take any action forbidden by Article 6.4 or seek to grieve or arbitrate over the change. Notwithstanding the foregoing, the Union may grieve and arbitrate whether any financial obligation imposed on employees by a unilaterally imposed change more than minimally reduces the value of their compensation packages. The Union may also grieve and arbitrate the question of whether the Company provided the Union with the required notice and opportunity to bargain. If the Union arbitrates the issue of inadequate notice and/or inadequate opportunity to bargain and the grievance is sustained, the arbitrator may award a remedy which is appropriate under all the circumstances.

ARTICLE 6 Mutual Responsibilities

- 6.1** The Company and the Union recognize that it is in the best interest 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 and in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees covered by this Agreement.
- 6.2** Collective Bargaining shall be conducted by the duly authorized bargaining representatives of the Company and the Union.
- 6.2.1** The Company and the Union will be represented by a maximum of five (5) representatives each during bargaining sessions unless mutually agreed otherwise.
- 6.2.2** Collective bargaining shall be conducted at mutually acceptable times and locations.
- 6.2.3** It is the intention of the parties to conduct their negotiations in such a manner as to reach a new agreement on or before the expiration date of this Agreement.
- 6.3** During the term of this Agreement the Company will not conduct any lockout of the Union or any employees subject to this Agreement.
- 6.4** During the term of this Agreement, the Union, its members, agents or representatives, and the employees covered by this Agreement, shall not authorize or engage in any strike, walkout, slowdown, sit-down, or refusal to work. Without limiting any other remedy the Company might have, if any of the above, or any other real interference with work occurs, the Union will make its best effort to end such action as quickly as possible. Except as modified by this provision, it is understood that this provision does not limit the Union, its members, agents, and employees covered by this Agreement from exercising all rights granted them by the National Labor Relations Act.

Without limiting the foregoing, in the event of a dispute (including a bargaining dispute) between the Company and the Union with respect to the Pennsylvania Sales Offices, there shall be no actions of the type described above taken against any other CWA- represented Company business unit, provided that employees and/or managers of such other business unit are not performing struck work of the Pennsylvania Sales Offices.

ARTICLE 7
Definitions

- 7.1 **Regular Employee** – shall mean an employee, who is hired for continuous employment, accumulates service and is entitled to all the benefits and coverages granted in this Agreement.
- 7.2 **Regular Full-time Employee** – shall mean an employee who is normally assigned a work schedule of forty (40) hours per week.
- 7.3 **Regular Part-time Employee** – shall mean an employee whose normal assignment of work is less than a normal workweek.
- 7.4 **Employee** – shall mean a person who is in the bargaining unit and who performs work for the Company for which they are paid a stated compensation reported on a W-2 form.
- 7.5 **Intentionally Left Blank**
- 7.6 **Intentionally Left Blank**
- 7.7 **Seniority** – Seniority for bargaining unit positions shall be based on net credited service.
- 7.8 **Intentionally Left Blank**
- 7.9 **Business Requirements** – shall mean the requirements, as determined by the Company to accomplish its business.
- 7.10 **Shift** – normally shall mean an eight (8)-hour work period.
- 7.11 **Normal Workweek** – The normal workweek for regular full-time employees will be forty (40) hours.
- 7.12 **Union Representative** – shall mean a person duly designated as such in writing by the Union to Thryv, Inc. Human Resources/Labor Relations.

ARTICLE 8
Common Interest Forum

- 8.1 The Company and the Union share a mutual commitment to the achievement of strategic and revenue growth objectives consistent with the Thryv, inc. Strategic Plan and the interests of the employees.

A Common Interest Forum will be established for the following purposes:

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

Providing a forum for feedback on existing sales policy and to promote an understanding of sales policies and their application;

Discussing and reviewing innovative approaches to enhance the competitiveness of the Company and thereby improving employment opportunities;

Discussing problems and concerns associated with health and safety, the needs of work and family life, and training and educational opportunities;

Improving understanding and relationships between the parties and avoiding unnecessary disputes by cooperatively addressing significant changes and developments in the Union or Company environment.

Discussing health care cost containment initiatives (e.g. benefit enrollment roll-outs, wellness programs) that can benefit the Company and the employee by providing quality care and reasonable access while containing costs. This meeting will be held after benefit vendor selection but prior to benefit enrollment.

Equal numbers of key Management and Union persons shall constitute the forum. Meetings will be convened by the parties at mutually agreeable places and times. Otherwise, the members of the forum shall determine its composition, structure, agendas, and operation.

The forum shall meet from time to time as mutually agreed, but no less than twice a year.

It is the intent that such forum supports, but does not replace, the collective bargaining process and the established contractual conflict resolution procedures.

8.2 One Union representative (who is also an active employee of the Company) may be excused from work with pay, based on the needs of the business, to attend a Common Interest Forum or other such joint conferences initiated by management and mutually agreed to in advance as such.

8.2.1 Pay treatment will be in the same manner as other absences that are excused with pay, e.g., a vacation day, for a maximum of eight (8) hours per session.

8.2.2 If more than one Union representative is excused from work for participation, such representative shall be unpaid unless the Director-Labor Relations or the Director-Human Resources has agreed in advance.

ARTICLE 9 Compensation and Job Classifications

Sales Compensation

9.1 Thryv, Inc.'s Sales Compensation Plan, which includes Base Pay Ranges, will apply to sales representatives in each job title. The Sales Compensation Plan will be implemented in conjunction with Thryv, Inc. sales policies as adjusted periodically. Base pay administration will be in accordance with the Company's Merit Pay Plan.

9.2 In connection with the Sales Compensation Plan, or any other plan implemented under 9.3 hereof, Management, in its sole judgment, will establish the objectives and commission rates for every sales representative, taking into account such factors as growth objectives, market conditions, product factors, job title and account assignment.

9.3 After one (1) year from implementation of the Sales Compensation Plan, Thryv, Inc. reserves the right to change the sales compensation plan design. The Company will provide notice to the Union with respect to any significant changes and an opportunity to bargain for up to thirty (30) days prior to any significant changes taking effect. It is not the intent of the Company to diminish earnings potential with any future changes to plan design, but rather to invest sales compensation dollars wisely to ensure Thryv, Inc.'s revenue and strategic goals are met in an increasingly competitive environment.

9.4 If, between six and nine months after the unilateral implementation of any significant change in the plan design (that is, after a reasonable stabilizing period), the Union identifies that the change has resulted in a significant diminution of earnings potential, as defined below, then the Company shall pay a remedy as described below. There shall be no other remedy.

9.4.1 A significant diminution in earnings potential is defined as a five percent (5.0%) or more difference in average earnings (base pay plus incentive) for a sales job title across all CWA Bargaining units of the Company's New England, New York, Mid-Atlantic Sales, and Connecticut Sales Territories utilizing the Sales Compensation Plan for which the change has been made, from what would have been earned had the change not been made. To determine the percent change, average earnings for the most recent two (2) full plan quarters for the sales job title(s) and bargaining unit(s) affected by the change in plan design will be compared to average earnings which have been earned by the same population calculated utilizing the plan design prior to the change. For purposes of these calculations, only employees with six months or more in the sales job title at the beginning of the measurement period will be included. The parties acknowledge that comparisons of plans with different components may produce distortions which do not reflect changes in earnings potential. Adjustments will be made to any calculation to avoid any such distortions.

9.4.2 If the calculation of the difference defined in 9.4.1 shows a decrease in average earnings of more than five percent (5.0%), then the Company will pay a total remedy, based on a maximum remedy of \$4,000 multiplied by the number of employees in the sales job title(s) in the bargaining unit at the time the calculation is performed, to be distributed based on performance among the employees affected by the decrease and who are then on the payroll. The amount and distribution of the total remedy will be determined as follows:

1. The number of employees in the sales job title(s) and bargaining unit(s), where the change resulting in a significant decrease has been implemented, divided by the total number of sales representatives in all CWA bargaining units in the Company's New England, New York, Mid-Atlantic, and Connecticut Sales Territories utilizing the Sales Compensation Plan equals the percentage of affected employees. The number of employees/sales representatives will be determined as of the last day of the comparison period.
2. The percentage of affected employees multiplied by the maximum remedy calculated above equals the total remedy.
3. The total remedy will be distributed based on performance as follows:

- a. Determine overall performance based on percent to goal during the measurement period for each individual in the affected job title(s) and then multiply each individual's percent to goal by 100.
- b. Add all points.
- c. Divide the total remedy dollars by the point total.
- d. Multiply each individual's point score by the dollars per point.

9.4.3 In the event of a significant diminishment in earnings potential as defined in 9.4.1 above, the parties will negotiate over a further change. If no agreement is reached within thirty (30) days, the Company may implement a plan design it believes will not result in a significant diminishment of earnings potential. Once the plan is implemented then all the provisions of 9.4 will apply except that:

1. If the Union alleges that the implemented plan has resulted in a substantial diminishment in earnings potential, the calculations identified in 9.4.1 will apply utilizing the most recent plan design that did not cause a payment of remedy under 9.4.2 to compare earnings against the implemented plan.
2. The new total remedy to be divided will be the total remedy as determined in 9.4.2 (2) up to the maximum remedy calculated in 9.4.2 plus the total actual earnings diminishment in excess of 5.0% for each group determined to have a significant diminishment under 9.4.1.

9.5 The Company's plan design has used the concept of Total Targeted Compensation. For the purpose of this Agreement, Total Targeted Compensation is the sum of annual base pay plus annual incentive pay for performance levels at 100 percent of the assigned objectives. Total Targeted Compensation at the midpoint of the Base Pay Range for each position is listed in the table below:

Total Targeted Compensation – Premise

	Total Targeted Compensation by Pay Area (Annual Total)				
	<u>Pay Area 1</u>	<u>Pay Area 2</u>	<u>Pay Area 3</u>	<u>Pay Area 4</u>	<u>Pay Area 5</u>
Sr. Business Advisor	\$117,000	\$130,000	\$143,000	\$156,000	\$169,000
Business Advisor	\$81,000	\$90,000	\$99,000	\$108,000	\$117,000

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

9.6 Changes to sales compensation plans will not be subject to bargaining, grievance and arbitration or other legal challenge, except as provided in 9.3 and 9.4 above.

Any claim of failure to comply with 9.3 and 9.4 shall be subject to arbitration at which the sole remedy, if a violation is established, shall be an order to comply with those sections.

9.7 INTENTIONALLY BLANK

Job Classifications

- 9.8** The Company may establish new job title(s), and review and change existing job duties and title(s), based on the content of the job and the work being performed as deemed necessary.
- 9.9** The job title classification assigned to employees will be in accordance with the preponderance of work duties they are called upon to perform.
- 9.10** Whenever the Company determines it appropriate to create a new job title or job classification in the bargaining unit, it shall proceed as follows:
- 9.10.1** The Company shall notify the Union in writing of such job title or classification and shall furnish a job description of the duties and the career level with annual base salary range determined for such job titles and classifications. Following such notice to the Union, the Company may proceed to staff such job titles or classifications.
- 9.10.2** The Union shall have the right, within thirty (30) days from the receipt of notice from the Company, to initiate negotiations concerning the career level with annual base salary range established by the Company.
- 9.10.3** If negotiations are not so initiated, or if the parties are unable to reach agreement within sixty (60) days, the career level with annual base salary ranges shall remain in effect.
- 9.10.4 INTENTIONALLY BLANK**
- 9.10.5 INTENTIONALLY BLANK**
- 9.10.6 INTENTIONALLY BLANK**
- 9.10.7 INTENTIONALLY BLANK**

ARTICLE 10 Working Practices

10.1 Work Schedules and Shifts

- 10.1.1** A workday is the period of time between 12:00 midnight preceding and 12:00 midnight ending any day. Any shift is part of the workday on which such shift begins.
- 10.1.2** A workweek will begin on Sunday at 12:01 A.M. and end on the following Saturday at 12:00 midnight.
- 10.1.3** The normal workweek for regular full-time employees will be forty (40) hours.

10.2 Overtime

- 10.2.1** It is expected that all employees will be available and willing to work hours in addition to their normal work schedule to the extent deemed appropriate and approved by the Company. The Company reserves the right to schedule and assign mandatory overtime, as it deems necessary. Where possible, the Company will provide 24 hours advance notice for such assignments.

10.2.2 Overtime will be paid in accordance with the Fair Labor Standards Act as applicable.

10.3 Payroll Adjustments

10.3.1 All overpayments or underpayments to an employee will be adjusted in the employee's next paycheck, or as soon as practical, after the matter is reconciled by the Company.

10.4 Promotions and Transfers

10.4.1 Employees may submit their requests for transfer or promotion to vacancies in accordance with the Company's defined procedures. The Company will consider relevant factors including job performance, attendance record and experience in determining employees' qualifications for promotions and transfers. Seniority will prevail when qualifications are substantially equal.

10.4.2 For a period of six weeks following a promotion, the Company will normally grant an employee's request to retreat to his/her former job title if such position is available.

10.4.3 The Company may transfer employees within their job titles or to another job title in the same or lower wage group. The Company will determine the number of employees to be transferred, the qualifications required and which employees have such qualifications. In the event qualifications are substantially equal, seniority will be the determining factor in the selection of employee(s) to be transferred or downgraded based on preferences of employees.

10.4.4 If the employee is transferred or downgraded in accordance with 10.4.3 above, and an opening occurs in the job title and location from where the employee was transferred or downgraded within a period of one year, the Company will first offer the position to the transferred/downgraded employee. This provision does not apply to performance-related demotions.

10.5 Service Quality and Supervisory Observing

10.5.1 It is the policy of the Company to conduct Service Quality Observations in full compliance with Federal and State laws. Service Quality Observing includes Service Observing and Supervisory Observing.

10.6 Death in the Immediate Family

10.6.1 The Company provides three (3) paid scheduled workdays off when there is a death in the employee's immediate family. This time off is provided to attend funeral services, to make funeral arrangements, to settle the estate of the deceased, or to help with family matters associated with the death. Supervisory approval is required for paid time off for death in the family.

10.6.2 If the death of an immediate family member occurs on a weekend, the employee is still entitled to three (3) scheduled workdays off for participation in the aforementioned funeral activities.

10.6.3 If travel or other extenuating circumstances necessitate additional time away from work, up to two (2) additional paid scheduled workdays may be granted with supervisory approval.

10.6.4 If more than a five-day absence is necessary, supervisors may allow time off without pay as departmental leave, or permit employees to use vacation or personal days to remain in paid status.

10.6.5 Immediate family is defined as:

- (a) the employee's spouse
- (b) the employee's/employee's spouse's child, son or daughter-in-law, grandchild, or great-grandchild
- (c) the employee's/employee's spouse's step child, foster child or child for whom the individual is the legal guardian
- (d) the employee's/employee's spouse's parent, step-parent, grandparent, step-grandparent or great-grandparent
- (e) the employee's brother/sister (including half, adopted and step) or employee's brother-in-law/sister-in-law
- (f) the employee's/employee's spouse's aunt, uncle, niece or nephew
- (g) any person who was a bona fide member of the employee's household at the time of death.

10.6.6 When death in the family occurs during an employee's vacation, the balance of the vacation can be rescheduled upon the request of the employee and approval of the supervisor. Time off for death in the family need not be consecutive days, but such days must normally be taken within ten days after death. Absences occurring beyond ten (10) days after the death will only be granted in extraordinary circumstances.

10.7 When an employee is required to serve on a jury or is subpoenaed as a witness, if the employee is not a party to the case, the absence will be excused with pay.

10.8 INTENTIONALLY BLANK

10.9 Virtual Office Privacy Rights

The Company's right to inspect an employee's virtual workspace, including a home office, shall be limited to the inspection of Company-provided equipment. Company access to personal property of an employee, including his/her home, shall be by mutual consent only, and not a condition of employment.

ARTICLE 11

Benefits

Uniform Benefits

11.1 Effective January 1, 2016 and during the term of this Agreement, Thryv, Inc. management benefits applicable to the Company, including those listed below, will be provided to employees covered by this Agreement and their dependents, as applicable, in the same manner as they are provided to the Company's management employees as they may change from time to time. The Company agrees to notify the Union of any changes in such plans that would materially change the benefits therein, but, the level of benefits, the selection of the insurance carriers, the rates of contribution, the establishment of all terms and conditions and the administration of the benefit plans, shall be the sole responsibility of the Company, and such matters will not be subject to bargaining, grievance and arbitration, or other legal challenge:

- Savings Plan
- Cash Balance/Pension Plan
- Medical Plan
- Vision Plan
- Dental Plan
- Flexible Reimbursement Plan
- Life and Accident Insurance Plans
- Short-term Disability Plan
- Long-term Disability Plan
- Adoption Assistance
- Tuition Assistance
- Leaves of Absence
- Severance Program
- Incidental Absence for Illness or Injury

11.1.1 It is expressly understood that health benefits will be provided to bargaining unit members during the agreement.

If at any time during the term of this Agreement, the Company HSA contribution provided to management employees is increased, those greater values will be provided to Bargaining Unit employees.

Transition

11.2 Benefit plan or program changes:

11.2.1 Employees shall become eligible for benefits, subject to plan provisions, beginning with the 31st day of employment following the most recent hire date.

11.2.2 Effective Pay Period 1, 2016, the Company percentage contribution to the Employees' 401(k) Savings Plan account as a "match" of the Employee's contribution as defined in the 401(k) Savings Plan will be: \$1 per \$1 up to and including 3% of eligible pay + \$.50 per \$1 up to and including the next 3% of eligible pay. However, if at any time during the term of this Agreement, the Company percentage matching contribution provided to management employees is a greater percentage, these employees will receive the same percentage matching contribution as is provided to management employees.

11.2.3 Treatment under Part 1 of the SuperMedia Pension Plan for Collectively Bargained Employees (the "Plan") continues as follows:

- a) Employees hired after June 30, 2009: no participation in Plan.
- b) Employees with less than 5 years pension accrual service as of June 30, 2009: no service credit after June 30, 2009, except for vesting and qualifying for any applicable early retirement subsidy.
- c) Employees with 5 years or more of pension accrual service as of June 30, 2009: no service credit after December 31, 2012, except for vesting and qualifying for any applicable early retirement subsidy.
- d) Benefits accrued prior to January 1, 2013, and provided to employees under the Plan under the Highest Average Pay formula or the Cash Balance formula will not be affected.
- e) For an employee who accrued benefits under the Cash Balance formula, monthly interest credits will continue to be credited to such Employee's account until his or her pension benefit commences. For this purpose, interest credits are based on the lesser of the 1-Year Treasury Bill increased by 1% and the 30-Year Treasury rate. The interest rate is adjusted quarterly.

11.2.4 Short-term Disability:

For the purpose of calculating “base pay” for business advisors approved for payment under the Short Term Disability Plan, the following will apply:

Length of Employment	“Base Pay”
Less than 12 months	Base plus sales incentives for business advisors for the period of employment as of the end of the payroll month prior to disability. Average earnings do not include amounts such as premiums, shift differentials, bonuses, or awards.
12 months or more	Base plus sales incentives for business advisors for a rolling twelve (12) month period as of the end of the payroll month prior to disability. Average earnings do not include amounts such as premiums, shift differentials, bonuses, or awards.

Illness Days

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

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

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

ARTICLE 12 Holidays

12.1 Observed Holidays

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

12.2 When a Holiday falls on a Sunday, it will be observed on the following Monday. When a Holiday falls on a Saturday, it will be observed on the preceding Friday.

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

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

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

ARTICLE 13 Personal Days

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

13.2 Personal Days shall be selected by employees within each work group. The employees' selections shall be granted to the extent practicable, consistent with force requirements and the needs of the business.

13.2.1 Employees are expected to provide reasonable advance notice and obtain approval from their supervisors for any requests for their selected personalday(s).

13.2.2 Allotted Personal Days must be taken by the end of the last payroll period of the calendar year.

13.3 Winter Closing

Employees will be excused with pay for the Business Days during Winter Closing (the four working days between Christmas and New Year's Day). Employees receiving disability benefit payments or who are on an unpaid leave-of-absence will not receive these paid days. If the Company determines not to close the Business during this period in future years, the four business days will be restored, as appropriate, to the employees as excused paid Personal Days under provisions of this Article 13.

**ARTICLE 14
Vacations**

Vacation Eligibility

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

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

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

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

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

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

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

Carryover Vacation

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

**ARTICLE 15
Regular Part-Time**

15.1 Part-time employees are eligible to receive personal days, holidays and vacation days. Such time-off will be granted in accordance with the appropriate provisions of this Agreement and paid on a prorated basis as determined by the employees' regularly scheduled hours in a workweek. The proration will be set prior to the start of the part-

time assignment. Proration of benefits will be in accordance with the rules and methods stated in the applicable benefit plan documents.

ARTICLE 16 Grievance Procedure

- 16.1** A grievance is a complaint involving the interpretation or application of any of the provisions of this Agreement or a complaint that an employee or group of employees in the bargaining unit has been unfairly treated or otherwise demoted, suspended or discharged without just cause.
- 16.2** When an employee has a complaint, he/she should first consult her/his immediate supervisor. If the complaint is not resolved, he/she may then follow the grievance procedure outlined below:
- Step 1:** The Union shall present the grievance to the employee's supervisor within thirty (30) calendar days of the occurrence. A written decision will be rendered within fourteen (14) calendar days of the grievance meeting. Resolutions achieved at this level will be non-precedent setting and will not be used as evidence or discussed in any grievance/arbitration matter except as it relates to the aggrieved. Furthermore, resolutions shall be final and binding on all involved parties as to that matter.
- Step 2:** The Union may appeal the Step 1 decision to the next higher level of management. A written decision will be rendered within fourteen (14) calendar days of the grievance meeting unless the time period is extended by mutual consent. Resolutions achieved at this level will be non-precedent setting and will not be used as evidence or discussed in any grievance/arbitration matter except as it relates to the aggrieved. Furthermore, resolutions shall be final and binding on all involved parties as to that matter.
- Step 3:** The Union may next appeal the Step 2 decision to the Director—Labor Relations or a designated representative. A written decision will be rendered within fourteen (14) calendar days of the grievance meeting unless the time period is extended by mutual consent.
- 16.3** The Company shall pay not more than one (1) Union representative (who is also an active employee of the Company) to attend at each step. No more than two (2) Union representatives who are also employees of the Company may be present at any step. The Union may have a maximum of three (3) representatives at the third step. The number of attendees may be increased by mutual agreement of the parties.
- 16.4** Grievances must be presented within thirty (30) calendar days of the occurrence which gave rise to the grievance. Notification of appeal shall be in writing at Steps 2 and 3 and shall set forth the act or occurrence grieved, the name or names of employees aggrieved where practical, the contract provision alleged to have been violated, if any, and the remedy requested.
- 16.4.1** Written appeals to Step 2 must be hand-delivered, faxed (to be followed by mailed original) or postmarked via US Mail to the Company representative authorized to handle the grievance within fourteen (14) calendar days following the date of the notice to the Union of the decision reached at Step 1.
- 16.4.2** Written appeals to Step 3 must be faxed or sent electronically (to be followed by mailed original) or postmarked via US Mail to the Company representative

authorized to handle the grievance within fourteen (14) calendar days following the date of the notice to the Union of the decision reached at Step 2.

- 16.5** Disposition of any grievance not appealed within the specified time limits shall be considered final.

ARTICLE 17 Arbitration

- 17.1** In the event a grievance involving the interpretation or application of any of the provisions of this Agreement is not satisfactorily resolved following the grievance procedure, the Union must request that the matter proceed to arbitration within sixty (60) calendar days following the company's final written reply. Selection of the arbitrator and conduct of the arbitration shall be under the existing labor arbitration rules of the American Arbitration Association unless mutually waived by the parties.
- 17.2** The decision of the arbitrator shall be final and binding upon both parties, and shall not be subject to other legal challenge. The arbitrator shall have no authority to add to, subtract from, or modify any provision of this Agreement, nor to rule on any question except whether the Agreement has been violated and if so to provide a remedy.
- 17.3** Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the arbitrator and the incidental expenses of the arbitration proceeding shall be borne equally by the Company and the Union.
- 17.4** Cases involving discipline or discharge of employees may not be submitted to arbitration or other legal challenge for employees with less than twelve (12) months of service.
- 17.5** If the case involves the suspension or discharge of a bargaining unit employee, and if the arbitrator determines to award back pay, the total back pay award shall be limited to a "make whole" concept. Therefore, any back pay award is to be reduced by: all interim earned income; unemployment compensation; termination pay; and Company pension payments; Social Security Disability payments and other similar payments.
- 17.6** Any arbitration case which has not been submitted to the American Arbitration Association within twelve (12) months of the date of initial receipt by the Company of the demand for arbitration will be considered to have been finally disposed of under the provisions of this Article, unless the Company and the Union mutually agree in writing to extend the time period.

ARTICLE 18
Union Business

Agency Shop

18.1 All employees who are members of the bargaining unit on the effective date of this Agreement are obligated to tender to the Union amounts equal to periodic dues. All employees entering into the bargaining unit on or after the effective date of this Agreement shall, as a condition of employment, pay or tender to the Union amount equal to periodic dues applicable to members by the thirtieth day after entering the bargaining unit until the termination of this Agreement.*

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

* Where permitted by law.

** The term "formal separation" includes transfers out of the bargaining unit, removal from the payroll of the Company, and leaves of absence of more than 30 days.

Deduction of Union Dues

18.3 The Company will deduct Union membership dues and initiation fees applicable to members and or an amount equal to periodic dues applicable to members from regular paychecks upon written authorization signed by the employee until the authorization is revoked by the employee in writing, or until the employee is formally separated from the bargaining unit. Deductions shall be reinstated within thirty (30) days following the employee's return to the bargaining unit, provided a new authorization is submitted.

18.4 The Company will forward to the Union the amount(s) deducted together with supporting information as agreed to by the Company and the Union.

18.5 The Union agrees to indemnify the Company against claims that may be made against the Company as a result of the Company's good faith application of this Article.

Absence for Union Business

18.6 To the extent that the Company determines that the needs of the business permit, employees who are authorized representatives of the Union will be excused or granted leaves of absence without pay, at the request of an authorized officer of the Union, to attend to the business of the Union. The Union shall make all requests for excused absences or leaves of absence as far in advance as possible and the Company shall act promptly upon each request. Excused absence shall not exceed forty-five (45) days per calendar year, excluding days for bargaining with Thyryv, Inc.

Union Bulletin Board

18.7 The Company agrees to furnish, without charge, space to erect a free access bulletin board of a size approximately 30 by 30 inches. The bulletin board will be furnished by the Union and erected by the Company in a mutually acceptable location(s).

18.8 Bulletin boards are to be used exclusively by the Union for posting notices concerning official Union business, or other Union related matters, provided that if anything is posted on those bulletin boards that is considered by the Company to be controversial or

derogatory to any individual or organization, the Union agrees to remove such posted matter and if it fails or refuses to do so, such matter may be removed by the Company.

Notifications

- 18.9** The Company will notify the Union in writing when new employees enter the Bargaining Unit. This notice will be made on a monthly basis and will include name, Company e-mail address, Company telephone number, home address (where permitted by law), hire date, job effective date, work location and job title.
- 18.10** The Union will keep the Company fully informed, in writing, on a current basis, of all local Union officers, Union stewards, or Union representatives who may be designated with the responsibility of representing the Union regarding the administration of this Agreement.
- 18.11** The Company will provide the Union written notice of its intent to promote or transfer a Union representative when such promotion or transfer will formerly separate the individual from the bargaining unit.

Union Representation

- 18.12** At any meeting between a representative of the Company and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion or discharge for cause) is to be announced, or at any meeting with an employee for the purpose of conducting an investigatory interview which may lead to discipline of such employee, a Union Representative may be present if the employee so requests.
 - 18.12.1** In all cases of penalties and dismissals or other penalties, the employee's supervisor will notify the appropriate Local President, or higher level union officer if the Local President is unavailable, prior to such action. If circumstances make this prior notification impossible, the supervisor will notify the Local President of the reason prior notification was not possible. In addition, the AVP- Labor Relations (or designee) shall notify the Union office in writing of any such action as soon as practicable with the exception of those releases which occur during the employee's first 12 months of service. The withholding of a scheduled wage increase will be reported to the Union office by the AVP- Labor Relations (or designee). The Company will notify the appropriate Local President of any and all disciplinary actions up to and including termination.
- 18.13** After an employee requests Union representation at an investigatory interview, no questioning will take place until a Union Representative is present at the interview.
- 18.14** If the employee requests to speak privately with the Union Representative upon the Representative's arrival at the meeting, the employee will be permitted to do so.
- 18.15** The provisions of this article will not be used to unduly delay the investigative process.

Union Activity on Company Premise

18.16 Neither the Union nor the Locals, their representatives or members, shall conduct Union business or carry on Union activities on Company premises or on Company time. However, Union and Local members who are employees (and authorized representatives of the Union who are not employees of the Company, by mutual agreement of the Company and the Union) may carry on legitimate Union activities outside of working periods in space where no Company operations or administrative work is performed provided that such Union activity shall be limited to small groups of employees and shall not interfere with the operation of the Company or the use of space by other persons or employees for the purposes for which the space is intended.

Union Orientation

18.17 Upon release from training (if applicable), otherwise in the first week of employment, a new employee will be introduced to a Local Representative by his/her supervisor for purposes of permitting the Local Representative to provide the employee with information about the Union. As an exception to the provisions of Article 18.16, which prohibit Union activity during work time, the Local Representative and the new employee(s) will be released for up to one-half (½) hour of paid work time, provided the time taken is during the employee's and Local Representative's normal tour. The discussion between the Local Representative and the employee shall be conducted away from space where Thryv, Inc.'s operations or administrative work is performed.

18.18 The Company will advise a Local Representative within thirty (30) days of an employee's transfer into a work group.

ARTICLE 19 Reduction in Force

Force Reduction

19.1 In the event the Company determines a workforce surplus condition exists, it will at its sole discretion identify employees subject to part-timing, layoff, or both. When identifying employees who are subject to part-timing, layoff, or both, seniority will prevail when employee qualifications are substantially equal. The Company agrees to give the union a minimum of 48-hours' notice of its intended plan prior to notifying impacted employees. The Company will release temporary and occasional employees before proceeding with force reduction of regular employees doing similar work in the same location.

19.2 The Company agrees, as a "temporary bar," that it will not place managers into job titles or sales positions in the bargaining unit within 30 days before and 45 days after the off-payroll date for a Reduction in Force of employees in the same job titles or sales positions in this bargaining unit.

19.3 The Company's Severance Program for outlined in the summary plan description for the Management Employees will be applicable to employees covered by this Agreement and shall be governed by applicable provisions in Article 11.

Re-employment

19.4 Subject to the Company's Severance Program (cited above) and the Benefit Plans, the Company will offer re-employment to qualified, laid-off employees before hiring new employees. In the event that individuals' qualifications are substantially equal, seniority will be the determining factor in offering re-employment. This re-employment consideration expires on the one-year anniversary of separation from the Company.

ARTICLE 20
Contract Printing and Distribution

- 20.1 The Company agrees to provide a copy of the contract to each member of the bargaining unit covered by this Agreement.
- 20.2 The Company will also provide copies of the contract to the CWA District office in sufficient quantity to meet the requirements of servicing the Agreement.
- 20.3 Printing of the contract will be done by union printers. The Company will bear all costs associated with the printing, shipping, and delivery of the contract.
- 20.4 The Company agrees to provide a copy of this contract to the Union in a mutually acceptable electronic format.

ARTICLE 21
Amendments

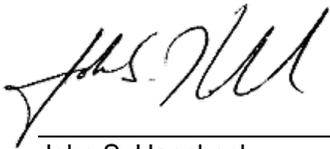
- 21.1 The entire understanding between the parties is set forth completely in this Agreement. Any amendment to this Agreement or any interpretation of the true intent and meaning of the provisions of this Agreement will be committed to writing and signed by the duly authorized representative of the parties.

ARTICLE 22
Duration

- 22.1 This Agreement is effective November 4, 2020 and shall continue in full force and effect through 11:59 PM, April 22, 2022. Either party desiring to enter into a new Agreement upon the expiration of this Agreement shall give at least sixty (60) days written notice prior to April 22, 2022.
- 22.2 The Company and the Union agree that the entire understanding between the, is set forth completely in this agreement.

Thryv, Inc.

Communications Workers of America



9/16/21

John S. Hanchek

Date Signed



9/16/2021

John D. Petrini

Date Signed

|

Appendix A

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Appendix B

Performance Improvement Plans

MEMORANDUM OF UNDERSTANDING

Between

THRYV, INC.

And

COMMUNICATIONS WORKERS OF AMERICA

PERFORMANCE IMPROVEMENT PLAN for SALES REPRESENTATIVES

Thryv, Inc. and Communications Workers of America ("CWA") agree as follows:

1. The Company may change the PIP policy as it relates to performance by Sales Representatives after providing the CWA with notice and a reasonable opportunity to meet and negotiate over the change for thirty days prior to implementation.
2. Employees who commence PIPs while in their probationary periods will not be allowed to challenge discharge, demotion or other discipline at arbitration or in any other legal forum. For the purpose of the PIP policy, probationary employees are those who have accumulated less than 18 months in their sales positions following the most recent hire date.
3. As to employees who have completed their probationary periods and are placed in a PIP, the application of "just cause" referenced in Article 16.1 shall only be interpreted to mean that management applied the proper process as set forth in the PIP policy. The Company retains the sole responsibility to set standards of performance unless specified in the PIP policy.
4. The parties acknowledge that there may be circumstances when the Company may determine to demote rather than to terminate employees who fail PIPs. Therefore, in any arbitration in which the Union challenges the type of discipline received by an employee for not meeting performance standards, the Union shall not make any "disparate treatment" claim based on Thryv, Inc.'s treatment of other employees.

This Memorandum of Understanding is effective the Sunday following notice of ratification and shall expire on April 22, 2022. The parties specifically agree that the terms and conditions set forth in this Memorandum of Understanding shall not survive the expiration of this Memorandum of Understanding unless agreed to by the parties in writing.

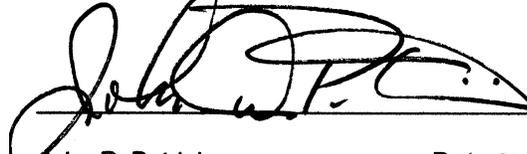
Thryv, Inc.



John S. Hanchek

Date Signed

Communications Workers of America



John D. Petrini

Date Signed

Appendix C

Letters of Agreement

November 4, 2020

Mr. John D. Petrini
CWA Staff Representative – District 2-13
Communications Workers of America, AFL-CIO
230 South Broad Street
Philadelphia, PA 19102

Re: Business Tools and Resources

Dear Mr. Petrini:

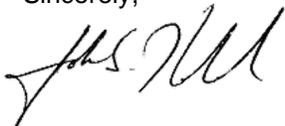
In order to provide the best possible service to its customers, the Company provides a wide variety of tools and resources for its premise sales representatives including, office space (where applicable), computers, and where applicable, transportation, communications and miscellaneous expense allowances. This letter will confirm the understanding between the Company and the Union concerning Company provided and/or subsidized automobiles, mobile phones, and miscellaneous expense reimbursement and/or allowance(s) through the term of this Agreement.

Premise sales representatives will receive a taxable stipend of fifty dollars (\$50.00) per bi-weekly payroll period to offset miscellaneous expenses, such as mobile phone, data package, and office supplies. In order to be eligible for the stipend under this section, the employee must be on the active payroll.

Sales representatives eligible to participate in the automobile plan, in accordance with Thryv, Inc. policy, will enroll in the FAVR Plan. Sales representatives eligible to participate in the automobile plan must also have Company designated and provided software for mileage capture on their smart device. Expenses incurred for parking or tolls will be reimbursed in accordance with the Company's Expenditure Policy. Sales representatives will be reimbursed for other approved reasonable and necessary business expenses in accordance with Company policies. For example, sales representatives who have been assigned to work away from their designated virtual office location will be reimbursed for lodging expenses as authorized by management. An employee who stays overnight will receive a per-diem allowance for meals and incidental expenses. The allowance will be paid on days when the employee is authorized to stay overnight.

The per diem allowance will be paid on a city-by-city basis according to Federal per diem rates issued annually. Locations not listed will be paid at the Federal standard rate.

Sincerely,



John S. Hanchek
Company Chairperson

Agreed:



John D. Petrini
CWA Staff Representative

February 23, 2016

Mr. John D. Petrini
CWA Staff Representative – District 2-13
Communications Workers of America, AFL-CIO
230 South Broad Street
Philadelphia, PA 19102

Re: Commission Debit Proration (Commission Charge-Backs)

Dear Mr. Petrini:

This letter confirms our commitment regarding Commission Charge-Backs. This agreement becomes effective the first full sales compensation pay period following ratification of the Tentative Agreement.

In the event of commission charge-backs exceeding \$500, the amount to be debited in any one pay period will not exceed 50% of earned commissions that were to be paid for that pay period, except in a final paycheck when all charge-backs will be deducted.

This agreement shall not apply to incidents of suspected fraud nor to pay plan manipulation by the sales employee.

Sincerely,



Elizabeth M. Dickson
Director—Labor Relations

February 9, 2003

Mr. James Short
Communications Workers of America, AFL-CIO
District 13
230 South Broad Street, 19th Floor
Philadelphia, PA 19102

Re: Consistent Sales Policy and Merit Pay Plan Application

Dear Mr. Short:

This will address concerns raised by the Union regarding consistent application of sales policies and the Merit Pay Plan.

The Company affirms its intention to administer sales policies and the Merit Pay Plan consistently within the bargaining unit. If the Union identifies concerns regarding the application of Sales Policies or the Merit Pay Plan, the Company will meet with the Union to discuss issues raised.

Nothing in this letter negates the Company's right to apply discretion within the parameters of the sales policies and the Merit Pay Plan.

Sincerely,



Joseph Gimilaro
Company Chairperson

Agreed:



James Short
CWA Representative

February 7, 2009

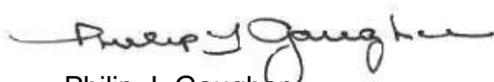
Mr. James Byrne
Communications Workers of America, AFL-CIO
District 13
230 South Broad Street, 19th Floor
Philadelphia, PA 19102

Re: Extenuating Circumstances

Dear Mr. Byrne:

This letter will confirm the Company's commitment to consider extenuating circumstances brought to its attention such as death in family, personal hardship and significant joint Company/Union business, when an employee is faced with severe disciplinary action. Based on review of the circumstances, senior management will determine if an adjustment to the discipline is warranted.

Sincerely,

A handwritten signature in black ink, appearing to read "Philip J. Gaughan". The signature is written in a cursive style with a long horizontal flourish extending to the left.

Philip J. Gaughan
Company Chairperson

May 9, 2012

Mr. John D. Petrini
CWA Staff Representative- District 2-13
Communications Workers of America, AFL-CIO
230 South Broad Street
Philadelphia, PA 19102

Re: Trial Health Care Committee (HCC)

Dear Mr. Petrini:

To aid in containing the rising cost of health care and to ensure efficient program utilization, the Company and the Union agree, as a subset of the Common Interest Forum, to a trial Health Care Committee (HCC). The HCC will consist of six members, three of whom are Company-designated officials and three of whom are Union-designated officials. As appropriate, the parties may mutually invite experts or others to attend. The HCC will meet from time to time during the life of the Pennsylvania Sales Agreement as agreed by the parties, but not less than once per year. The first meeting will occur prior to the annual employee enrollment period in 2012.

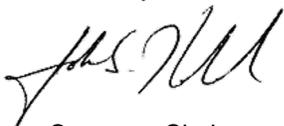
This forum will convene to discuss matters of mutual concern with respect to certain defined aspects of medical, dental, disease management and wellness programs as mutually agreed by the parties.

Examples include:

- Network utilization
- Participant utilization and education to encourage efficient utilization
- Wellness programs and health screenings

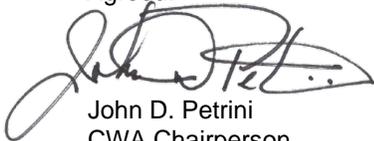
This trial agreement may be cancelled with 30-day written notice by either party to the other.

Sincerely,



Company Chairperson

Agreed:



John D. Petrini
CWA Chairperson

October 24, 2015

Mr. John D. Petrini
CWA Staff Representative – District 2-13
Communications Workers of America, AFL-CIO
230 South Broad Street
Philadelphia, PA 19102

Re: Moving Expense – Relocation Allowance

Dear Mr. Petrini:

This letter will confirm our agreement that for employees who are permanently transferred by Management to a new reporting home office, except in the case of reemployment following layoff, may:

- (a) elect to receive reimbursement for reasonable moving costs incurred not to exceed \$10,000.00, less applicable taxes, if they are required, in the judgment of the Company, to relocate their residence as a result of the transfer; or
- (b) elect to receive a relocation allowance of \$3,500.00, less applicable taxes, if the new reporting headquarters* is more than 35 miles from the employee's present permanent reporting headquarters and such transfer results in an increase in the employee's present commute to and from work.

*Headquarters is defined as the last address of the sales office's former physical location.

Sincerely,



Elizabeth M. Dickson
Company Chairperson

Agreed:



John D. Petrini
CWA Staff Representative

February 9, 2003

Mr. James Short
Communications Workers of America, AFL-CIO
District 13
230 South Broad Street, 19th Floor
Philadelphia, PA 19102

Re: New Products or Services

Dear Mr. Short:

This will confirm the understanding between the Company and the Union regarding new products.

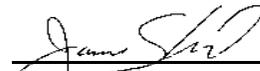
The Company agrees that bargaining unit Sales Representatives will be considered as a channel for new products and services made available by the Company.

Sincerely,



Joseph Gimilaro
Company Chairperson

Agreed:



James Short
CWA Representative

February 7, 2009

Mr. James Byrne
Staff Representative
Communications Workers of America, AFL-CIO
230 South Broad Street, 19th floor
Philadelphia, PA 19102

Re: Payroll Deduction of CWA-COPE

Dear Mr. Byrne:

This letter will confirm our agreement that the Company will provide for COPE payroll deductions as requested by bargaining unit members upon written authorization signed by the employee, and to remit the amount thus deducted to the CWA. The Union will be responsible for providing its members with proper COPE payroll deduction authorization cards.

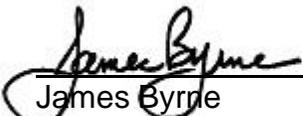
The parties agree the Company assumes no responsibility under this agreement other than the collection of contributions pursuant to employee authorization of payroll deductions and forwarding of such amounts collected to CWA-PAC. The Union agrees to indemnify the Company and hold it harmless from all claims, damages, costs and expenses of any kind which may arise in connection with the program covered by this agreement.

Sincerely,



Philip J. Gaughan
Company Chairperson

Agreed:



James Byrne
CWA Representative

February 9, 2003

Mr. James Short
Communications Workers of America, AFL-CIO
District 13
230 South Broad Street, 19th Floor
Philadelphia, PA 19102

Re: Sales Objectives Review Meetings

Dear Mr. Short:

This will confirm the understanding between the Company and the Union regarding meetings to review Sales Objectives.

The Company agrees that it will meet with the CWA District Vice President's representative at least twice a year, to share information on sales objectives and consider input from the Union.

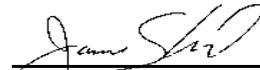
The Company retains the sole right to set objectives as stated in Article 9.2 of the Agreement.

Sincerely,



Joseph Gimilaro
Company Chairperson

Agreed:



James Short
CWA Representative

March 24, 2016

Mr. John D. Petrini
CWA Staff Representative – District 2-13
Communications Workers of America, AFL-CIO
230 South Broad Street
Philadelphia, PA 19102

Re: Sales Policy Changes

Dear Mr. Petrini:

This letter confirms our commitment regarding Sales Policies. This letter becomes effective upon official notice of ratification of the Tentative Agreement.

The Company reserves the right to establish, modify, and implement sales policies and practices. The Company will notify the Union of changes and give the Union the opportunity to provide input. At the conclusion of ten (10) working days after the Company gives notice to the Union, the Company may proceed with implementation. The Company decision on any changes shall be final and shall not be subject to grievance or arbitration. Issues regarding enforcement of Sales Policies shall be subject to the grievance and arbitration of the Parties' Collective Bargaining Agreement. This letter will survive the expiration of that Agreement.

Sincerely,



Elizabeth M. Dickson
Director—Labor Relations

February 12, 2006

Mr. James Byrne
Staff Representative - District 13
Communications Workers of America, AFL-CIO
230 S. Broad Street
19th floor
Philadelphia, PA 19102

Re: Special Sales Incentives/Rewards

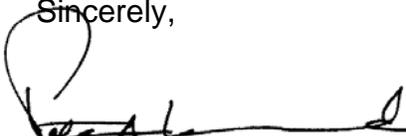
Dear Mr. Byrne:

This letter will confirm the understanding between the Company and the Union regarding discretionary sales incentives or rewards.

The Company and the Union acknowledge and support programs that recognize and reward superior performance. As has been its practice, the Company, in its sole discretion, may from time to time offer local, regional or other rewards or incentive programs, such as incentive trips and contests, beyond the compensation provided in this Agreement.

To the extent practicable, the Company will notify the Union in writing of major sales incentive initiatives prior to implementation.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter A. Konrad", written over a horizontal line.

Peter A. Konrad
Company Chairperson

Agreed:

A handwritten signature in black ink, appearing to read "James Byrne", written over a horizontal line.

James Byrne
CWA Chairperson

February 7, 2009

James Byrne
Staff Representative - District 13
Communications Workers of America, AFL-CIO
230 South Broad Street, 19th Floor
Philadelphia, PA 19102

Re: Tuition Assistance Plan

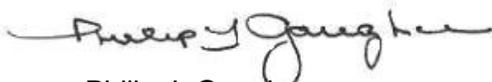
Dear Mr. Byrne:

This letter will confirm our agreement that Idearc Media will provide Tuition Reimbursement to employees as described in the Idearc Media Tuition Assistance Plan for Management Employees.

The following changes become effective February 8, 2009, for employees covered by this collective bargaining agreement:

- A maximum tuition assistance reimbursement of \$8,000 per calendar year per employee.
- Employees on a final warning of disciplinary action are not eligible to participate. For purposes of tuition assistance only, a final warning shall expire no later than the end of 12 months from the date of issue.
- All regular full-time employees hired on or after February 8, 2009, must have at least eighteen months (18) of service with SuperMedia before they are eligible to participate.

Sincerely,



Philip J. Gaughan
Company Chairperson

Agreed:



James Byrne
CWA Chairperson

October 22, 2018

Mr. John D. Petrini
Staff Representative- District 2-13
Communications Workers of America, AFL-CIO
230 South Broad Street, 19th floor
Philadelphia, PA 19102

Re: Thryv Employee Assistance Program (EAP)

Dear Mr. Petrini:

This letter confirms our mutual commitment to provide employees with ongoing information concerning work-life balance and other forms of employee assistance.

The Company and the CWA share a mutual concern for the health and wellbeing of employees. We recognize that personal situations may occur that negatively impact employees and their families. These situations may include financial, medical, or family related issues, such as drug and alcohol abuse, which often require professional assistance. Thryv offers its employees a wealth of resources designed to assist them in obtaining counseling, treatment, and recovery services, to name a few, through the Thryv employee assistance program.

The Employee Assistance Program (EAP) offers employees, their spouses or domestic partners, and their dependents a series of resources to help manage everything from staying healthy, adopting a child to dealing with substance abuse issues. Employees can reach a counselor at 800-858-6714, 24 hours/7 days a week, who will provide the caller with up to 5 counseling sessions via telephone and provide resources and assistance with any subsequent treatment or programs the employee may want to pursue. EAP provides employees with a confidential means to discuss very difficult, and sometimes embarrassing, issues with compassion and professionalism.

We believe it is important that our employees are aware of these services and commit to include in our New Employee Orientation and in subsequent periodic communications, the resources available to them and their families.

Sincerely,



Company Chairperson



Agreed.
John D. Petrini
CWA Chairperson

Appendix D

Total Targeted Compensation Review

Memorandum of Agreement
Between
Thryv, Inc.
And
Communications Workers of America
TOTAL TARGETED COMPENSATION REVIEW

The parties agree to apply the following Total Targeted Compensation Review process under any sales compensation plan in effect during the 2020-2022 Collective Bargaining Agreement:

Definitions

Terms used in this document are defined in this section.

Adjustment Group: The “Adjustment Group” is the group of individual Thryv, Inc. employees who are:

- o Eligible Sales Representatives (defined below)
- o Or Transferred Representatives (defined below)
- o And/or Eligible Sales Representatives—FMLA (defined below)

Individuals of the Adjustment Group must be active employees at the time of adjustment distribution.

Calculated Earnings: “Calculated Earnings” of an employee is his/her base pay at midpoint of the applicable Base Pay Range plus his/her actual incentive earnings for the measurement period.

Division: “Division” is the grouping of sales representatives at General Sales Manager Unit level.

Eligible Sales Representatives: “Eligible Sales Representatives” are those sales representatives in the Division who have:

- o 30 months or more in an Thryv, Inc. sales position and 12 consecutive months or more in their then current position (job title and sales division) at the end of the Measurement Period and
- o On-budget days during the Measurement Period of 75% of the available on-budget days to be included in the computation.

Eligible Sales Representatives—FMLA: “Eligible Sales Representatives—FMLA” are sales representatives who would have met the criteria for Eligible Sales Representatives except for approved FMLA absence and therefore will be eligible for their prorated portion of the adjustment.

Measurement Period: The “Measurement Period” will be 26 consecutive two-week sales reporting pay periods beginning pay period 7 of each year. A Measurement Period is comprised of a standard 260 on-budget days.

On-Budget: “On-Budget” refers to selling days, i.e., days that carry a sales objective (quota). Holidays, vacations, leave of absence, training, and/or any form of “lost” time are not considered on-budget days.

Prorate Factor: The “Prorate Factor” is calculated by dividing the individual “on-budget” days (including days lost for approved FMLA) by 260 days.

Total Targeted Compensation: "Total Targeted Compensation" is set out in Article 9.5 of the Collective Bargaining Agreement.

Transferred Representatives: "Transferred Representatives" are sales representatives who were in a sales position at the beginning of the Measurement Period, who transfer to another job title within the Company during the Measurement Period, and otherwise who would have met the criteria for Eligible Sales Representatives and therefore will be eligible for their prorated portion of the adjustment.

Total Targeted Compensation Application

Thryv, Inc. will manage sales compensation in such a manner to ensure that at least 50% of Eligible Sales Representatives will achieve Total Targeted Compensation, subject to the following conditions:

- o Sales compensation will be evaluated at a Division level and will be applicable to all sales job titles.
- o The sum of the New Issue (NI) revenue of the group of Eligible Sales Representatives for the Measurement Period must at least equal the sum of the Present Issue (PI) revenue of that group of Eligible Sales Representatives for accounts credited during the Measurement Period. If the Company discovers material irregularities in reported PI and associated NI during the closing period that results in qualification or disqualification for an Adjustment Computation, the Company has the right to adjust the reported PI and associated NI from those transactions. PI and associated NI on accounts that are Out-of-Business (OB), National Yellow Page Service (NYPS) transfers, or Bankruptcy (BK) credited during the Measurement Period will not be included in the Total Targeted Compensation Application calculation.
- o Within any Measurement Period, if Thryv, Inc. exercises its authority to change sales policies and/or organize the sales force for the specific purpose of depriving Eligible Sales Representatives of an adjustment to which they would otherwise be entitled under the Total Targeted Compensation Review Process by causing NI to be less than PI, the effect of that change or those changes on whether the PI/NI requirement set forth in the above paragraph has been fulfilled shall be ignored.

Compensation Evaluation

Sales compensation evaluation will be computed at the Division level using Calculated Earnings of Eligible Sales Representatives for the Measurement Period, as follows:

- o Determine the percentage of Eligible Sales Representatives whose Calculated Earnings are greater than or equal to Total Targeted Compensation.
- o If less than 50% of Eligible Sales Representatives achieve Total Targeted Compensation based on Calculated Earnings, then Thryv, Inc. will provide an adjustment as calculated below.

Adjustment Computation

If applicable, the adjustment will be derived at the Division level from Eligible Sales Representatives.

- o Computation: Subtract the sum of the Calculated Earnings of the Eligible Sales Representatives from the sum of the earnings that those Eligible Sales Representatives would have achieved at Total Targeted Compensation. Multiply this difference times 55% to determine the amount of the adjustment to be distributed.

SALES COMPENSATION PLAN
For Sales Offices Assigned to the following Pay Areas
Total Targeted Compensation

	Annual Base Salary Midpoints				
	<u>Pay Area 1</u>	<u>Pay Area 2</u>	<u>Pay Area 3</u>	<u>Pay Area 4</u>	<u>Pay Area 5</u>
Sr. Business Advisor	\$63,000	\$70,000	\$77,000	\$84,000	\$91,000
Business Advisor	\$36,000	\$40,000	\$44,000	\$48,000	\$52,000

	Target Incentive by Pay Area				
	<u>Pay Area 1</u>	<u>Pay Area 2</u>	<u>Pay Area 3</u>	<u>Pay Area 4</u>	<u>Pay Area 5</u>
Sr. Business Advisor	\$54,000	\$60,000	\$66,000	\$72,000	\$78,000
Business Advisor	\$45,000	\$50,000	\$55,000	\$60,000	\$65,000

	Total Targeted Compensation by Pay Area (at midpoint)				
	<u>Pay Area 1</u>	<u>Pay Area 2</u>	<u>Pay Area 3</u>	<u>Pay Area 4</u>	<u>Pay Area 5</u>
Sr. Business Advisor	\$117,000	\$130,000	\$143,000	\$156,000	\$169,000
Business Advisor	\$81,000	\$90,000	\$99,000	\$108,000	\$117,000

2021 Wellness Program

Thryv has completed the design of its 2021 Wellness program which is targeted to be effective at a date to be determined in April. The employees covered under this agreement will be offered the same program; subject to the same eligibility requirements and terms and conditions as its management employees.

Highlights:

- Communication of the program to Thryv employees will coincide with the Thryv annual benefits enrollment for 2021 benefits
- The program is designed to help employees manage their personal health and wellbeing with incentives to reward their healthy activities
- It will be a point-based system that will track various activities employees complete including walking steps, sleep habits, nutritional habits, challenges, getting a physical, biometrics, and many more activities.
- Each quarter of the year will be separate, and employees can earn money as they accumulate points during each quarter.
- Employees will have the option to redeem what they earn in the form of health and fitness gear, Amazon cash, gift cards, a charity donation, etc., via the program.
- Virgin Pulse is the wellness vendor platform we will be using.

November 4, 2020

Mr. John D. Petrini
CWA Staff Representative – District 2-13
Communications Workers of America, AFL-CIO
230 South Broad Street
Philadelphia, PA 19102

Re: Company Provided Business Tools

Dear {Bargaining Chair}:

This will confirm the understanding between the Company and the Union regarding business tools provided by the Company to premise business advisors covered under the Collective Bargaining Agreement (the Agreement) between the parties.

The Company agrees to continue to provide a computer laptop or other essential tool to premise business advisors for the term of the Agreement. Newly-hired premise business advisors will initially be provided with a multi-function printer.

Upon receipt of notice of ratification from the Union, the Company will begin the process of transferring ownership of the Company provided iPads currently in the possession of each employee at no charge to the employee.

- Thryv Information Technology will contact each employee individually with instructions and actions required to transfer ownership.
- The iPad is transferred “as-is” and if the iPad in the possession of the employee at the time they are contacted for transfer is defective, the iPad will not be replaced by the Company.
- If an employee so chooses, the employee may decline to take ownership and if this option is selected, the employee will receive instructions for returning the iPad to Thryv at no cost to the employee.
- Once ownership is transferred, the employee will be responsible for all costs associated with any service the employee may choose to activate on the device.

The transfer of ownership process described here should be completed by March 1, 2021 and under no circumstances will iPads remain on Thryv provided (paid) data service beyond that date.

Agreed to for the Company:



9/16/21

John S. Hancheck
Thryv Chairperson

Date

Agreed to for the Union:



9/16/2021

John Petrini
CWA District 2-13

Date

MEMORANDUM OF AGREEMENT

Between

THRYV, Inc.

And

COMMUNICATIONS WORKERS OF AMERICA, District 2-13

Re: Business Tools Transition

The Company and the Union have agreed to a transition related to the “Business Tools” letter in the Collective Bargaining Agreement (the Agreement) between Thryv, Inc. (the Company) and Communication Workers of America (the Union) dated October 27, 2020.

The parties have agreed to the following:

1. Outside sales business advisors will remain on their current Thryv Automobile Reimbursement Plan through December 31, 2020. Effective January 1, 2021, all outside sales business advisors will participate in the Company’s Fixed and Variable Reimbursement (FAVR) program governed by Internal Revenue Service Procedures.
2. Effective with the first Thryv payroll date in January 2021, outside sales business advisors covered under the agreement will receive a taxable bi-weekly stipend of \$50 to offset miscellaneous business expenses.
3. As a transition related to the above noted FAVR program and bi-weekly stipend, the Company and Union agree to the following:
 - A. The Company will provide eligible premise business advisors a one-time “Expense Transition Payment” in the amount of \$150 to all employees actively on payroll as of the date of the payment. The payment is subject to taxes and required payroll withholding and will be paid not later than 30-days following notification from the Union that the Agreement has been ratified.
 - B. An additional one-time “Expense Transition Payment” in the amount of \$300 will be provided to all employees actively on payroll as of the date of the payment. The payment is subject to taxes and required payroll withholding and will be paid in January 2021.

AND;

- C. In addition to the above, eligible premise business advisors will participate in a special sales incentive over and above “Total Targeted Compensation” (TTC) for the full 2021 calendar-year with the opportunity to earn \$600 if they meet all of the following conditions:
 - Achieve “flat” or better Thryv and/or Thryv Leads client retention for 2021
 - Snapshot of all active Thryv/Thryv Leads clients on January 1, 2021
 - Snapshot of all active Thryv/Thryv Leads clients on January 1, 2022

- If same or greater number on 1/1/22 vs 1/1/21, a taxable \$600 incentive is earned by the business advisor
- The payment to qualified business advisors will be made in early 2022 and the business advisor must be on active payroll at the time of the payment

Agreed to for the Company:

Agreed to for the Union:



9/16/21



9/16/2021

John S. Hanchek
Thryv Chairperson

Date

John Petrini
CWA District 2-13

Date