VIAD CORP

FORM 10-Q
(Quarterly Report)

Filed 5/11/1995 For Period Ending 3/31/1995

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Industry	Business Services
Sector	Services
Fiscal Year	12/31

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13
OF THE SECURITIES EXCHANGE ACT OF 1934

For the Quarterly Period Ended March 31, 1995
Commission file number 001-11015

THE DIAL CORP
(Exact Name of Registrant as Specified in its Charter)

DELAWARE (State or Other Jurisdiction of Incorporation or Organization)	36-1169950 (I.R.S. Employer Identification No.)
DIAL TOWER, PHOENIX, ARIZONA (Address of Principal Executive Offices)	85077 (Zip Code)

Registrant's Telephone Number, Including Area Code (602)207-4000

Indicate by check mark whether the registrant (1) has filed all Exchange Act reports required to be filed by Section 13 or 15 (d) of the Securities Exchange Act of 1934 during the preceding 12 months, and (2) has been subject to such filing requirements for the past 90 days.

Yes x No

As of April 30, 1995, 92,935,339 shares of Common Stock ($1.50 par value) were outstanding.

PART I. FINANCIAL INFORMATION
Item 1. Financial Statements

THE DIAL CORP
CONSOLIDATED BALANCE SHEET

(000 omitted)	March 31, 1995	December 31, 1994
ASSETS		
Current assets:		
Cash and cash equivalents	$ 13,281	$ 33,222
Receivables, less allowance of $20,408 and $20,453	218,911	231,388
Inventories	233,132	229,273
Deferred income taxes	38,128	42,517
Other current assets	49,858	48,109
	553,310	584,509
Funds, agents' receivables and current maturities of investments restricted for payment service obligations, after eliminating $80,000 invested in Dial commercial paper	515,928	659,708
Total current assets	1,069,238	1,244,217
Investments restricted for payment service obligations	739,298	692,818
Property and equipment	848,132	813,384
Other investments and assets	80,721	83,255
Deferred income taxes	124,780	126,787
Intangibles	820,193	820,435
	$ 3,682,362	$ 3,780,896

(000 omitted, except number of shares)	March 31, 1995	December 31, 1994
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Short-term bank loans	$ 219	$ 931
Accounts payable	200,773	243,982
Accrued compensation	55,421	91,992
Other current liabilities	270,672	258,065
Current portion of long-term debt	22,827	22,830
	549,912	617,800
Payment service obligations	1,332,520	1,438,960
Total current liabilities	1,882,432	2,056,760
Long-term debt	768,036	721,718
Pension and other benefits	319,220	319,519
Other deferred items and insurance reserves	96,745	96,525
Minority interests	24,171	24,691
$4.75 Redeemable preferred stock	6,592	6,590
Common stock and other equity:		
Common stock, $1.50 par value, 200,000,000 shares authorized, 97,108,724 shares issued	145,663	145,663
Additional capital	337,104	308,350
Retained income	401,526	393,233
Cumulative translation adjustments	(20,058)	(20,910)
Unearned employee benefits	(195,232)	(176,201)
Unrealized loss on securities available for sale	(11,800)	(21,742)
Common stock in treasury, at cost, 4,231,180 and 4,319,624 shares	(72,037)	(73,300)
Total common stock and other equity	585,166	555,093
	$ 3,682,362	$ 3,780,896

See Notes to Consolidated Financial Statements.

THE DIAL CORP
STATEMENT OF CONSOLIDATED INCOME

Three months ended March 31, (000 omitted, except per share data)	1995	1994
Revenues	$ 858,197	$ 784,902
Costs and expenses:		
Costs of sales and services	794,337	731,963
Unallocated corporate expense and other items, net	11,149	10,748
Interest expense	18,427	14,207
Minority interests	63	(100)
	823,976	756,818
Income before income taxes	34,221	28,084
Income taxes	12,714	10,874
Net Income	$ 21,507	$ 17,210
Net Income Per Common Share	$ 0.24	$ 0.20
Dividends declared per common share	$ 0.15	$ 0.14
Average outstanding common and equivalent shares	87,956	86,036

See Notes to Consolidated Financial Statements.

THE DIAL CORP
STATEMENT OF RETAINED INCOME

Three months ended March 31, (000 omitted)	1995	1994
Balance, beginning of year	$ 393,233	$ 304,481
Net income	21,507	17,210
Dividends on common and preferred shares	(13,214)	(12,121)
Other		208
Balance, end of period	$ 401,526	$ 309,778

See Notes to Consolidated Financial Statements.

THE DIAL CORP
STATEMENT OF CONSOLIDATED CASH FLOWS

Three months ended March 31, (000 omitted)	1995	1994
CASH FLOWS PROVIDED (USED) BY OPERATING ACTIVITIES:		
Net income	$ 21,507	$ 17,210
Adjustments to reconcile net income to net cash provided by operations:		
Depreciation and amortization	29,202	27,176
Deferred income taxes	3,699	3,003
Other noncash items, net	3,957	1,798
Change in operating assets and liabilities:		
Receivables and inventories	(17,140)	(54,957)
Payment service assets and obligations, net	40,491	109,363
Accounts payable and accrued compensation	(80,105)	(54,779)
Other assets and liabilities, net	11,035	12,901
Net cash provided by operating activities	12,646	61,715
CASH FLOWS PROVIDED (USED) BY INVESTING ACTIVITIES:		
Capital expenditures	(14,571)	(16,997)
Purchase of cruise ship previously leased	(39,447)	
Acquisitions of businesses and other assets, net of cash acquired	(5,898)	(109,269)
Proceeds from sales of securities available for sale	111,824	111,092
Purchases of securities available for sale	(144,140)	(103,076)
Purchases of securities held to maturity	(5,029)	(88,345)
Other, net	197	844
Net cash used by investing activities	(97,064)	(205,751)
CASH FLOWS PROVIDED (USED) BY FINANCING ACTIVITIES:		
Proceeds from long-term borrowings	15,000	70,000
Payments on long-term borrowings	(48)	(32)
Net change in short-term borrowings	30,622	81,419
Dividends on common and preferred stock	(13,214)	(12,121)
Minority portion of subsidiary's special dividend		(9,761)
Proceeds from sale of treasury stock	9,039	8,668
Net change in receivables sold	25,000	
Cash payments on interest rate swaps	(1,922)	(3,585)
Net cash provided by financing activities	64,477	134,588
Net decrease in cash and cash equivalents	(19,941)	(9,448)
Cash and cash equivalents, beginning of year	33,222	10,659
CASH AND CASH EQUIVALENTS, END OF PERIOD	$ 13,281	$ 1,211

See Notes to Consolidated Financial Statements.

THE DIAL CORP

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE A--Basis of Preparation

This information should be read in conjunction with the financial statements set forth in The Dial Corp Annual Report to Stockholders for the year ended December 31, 1994.

Accounting policies utilized in the preparation of the financial information presented herein are the same as set forth in The Dial Corp's annual financial statements except as modified for interim accounting policies which are within the guidelines set forth in Accounting Principles Board Opinion No. 28. The interim consolidated financial information is unaudited. In the opinion of management, all adjustments, consisting only of normal recurring accruals, necessary to present fairly Dial's financial position as of March 31, 1995, and the results of operations and cash flows for the three months ended March 31, 1995 and 1994 have been included. Interim results of operations are not necessarily indicative of the results of operations for the full year.

Certain reclassifications have been made to prior year's financial statements to conform to 1995 classifications.

NOTE B--Investments Restricted for Payment Service Obligations

Investments restricted for payment service obligation includes the following debt and equity securities:

(000 omitted)	March 31, 1995	December 31, 1994
Securities available for sale, at fair value (amortized cost of $497,978 and $468,307)	$ 478,844	$ 433,150
Securities held to maturity, at amortized cost (fair value of $255,977 and $243,156)	269,594	264,861
	748,438	698,011
Less current maturities	(9,140)	(5,193)
	$ 739,298	$ 692,818

NOTE C--Debt

At March 31, 1995 and December 31, 1994, Dial classified as long- term debt $306 million and $275 million, respectively, of short- term borrowings supported by unused commitments under long-term revolving credit agreements.

NOTE D--Income Taxes

A reconciliation of the provision for income taxes and the amount that would be computed using statutory federal income tax rates on income before income taxes for the three months ended March 31, is as follows:

(000 omitted)	1995	1994
Computed income taxes at statutory federal income tax rate of 35%	$ 11,977	$ 9,829
Nondeductible goodwill amortization	1,167	1,028
Minority interests	22	(35)
State income taxes	1,008	1,775
Tax-exempt income	(2,238)	(984)
Adjustment to estimated annual effective rate		(1,000)
Other, net	778	261
Provision for income taxes	$ 12,714	$ 10,874

NOTE E--Supplementary Information--Revenues and Operating Income

Three months ended March 31,	
Revenues	Operating Income

(000 omitted)	1995	1994	1995	1994
Consumer Products	$ 337,862	$ 330,340	$ 33,802	$ 30,152
Services:				
Airline Catering and Services	184,456	151,463	11,026	8,421
Convention Services	154,397	127,671	15,001	12,392
Travel and Leisure and Payment Services (1)	181,482	175,428	4,031	1,974
Total Services (1)	520,335	454,562	30,058	22,787
Total principal business segments	$ 858,197	$ 784,902	63,860	52,939
Unallocated corporate expense and other items, net			(11,149)	(10,748)
			$ 52,711	$ 42,191

(1) Dial's payment services subsidiary is investing increasing amounts in tax exempt securities. On a fully taxable equivalent basis, revenues and operating income would be higher by $3,443,000 for the 1995 quarter and $1,514,000 for the 1994 quarter, respectively.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

Results:

There were no material changes in the nature of Dial's business, nor were there any other changes in the general characteristics of its operations as described and discussed in the first paragraph of the results section of Management's Discussion and Analysis of Results of Operations and Financial Condition presented in The Dial Corp Annual Report to Stockholders for the year ended December 31, 1994.

Comparison of First Quarter of 1995 with First Quarter of 1994:

In the first quarter of 1995, revenues increased 9 percent to $858.2 million from $784.9 million in the 1994 quarter.

Net income was $21.5 million, up 25 percent from 1994's net income of $17.2 million. Net income per share increased 20 percent to $0.24 per share, from 1994's $0.20 per share. There were almost 2 million more average common and equivalent shares outstanding in the 1995 quarter, due primarily to the effects of stock option exercises and other issuances related to employee benefit and dividend reinvestment plans.

Consumer Products
First quarter revenues of the Consumer Products Group increased 2 percent to $337.9 million from the 1994 quarter's $330.3 million, while operating income increased 12 percent to $33.8 million from 1994's $30.2 million. Operating margins improved to 10 percent from 1994's 9.1 percent.

Skin Care division's revenues and operating income increased $15.9 million and $6.2 million, respectively. New packaging and strong sales programs increased volumes of Dial bar and liquid soaps, while introductions of new products helped increase sales. Operating income increased due to the higher sales and lower administrative costs, tempered by higher raw material costs.

Food division's revenues were $5.4 million below those of the 1994 quarter, due to a planned reduction of microwaveable meals and lower volumes of chili and stew. Operating income increased $700,000 from that of last year's quarter. Lower manufacturing and administrative costs more than offset the effects of lower sales and higher trade spending.

Household division's revenues increased $4.2 million from those of 1994's quarter due primarily to the introduction of Dial dish washing detergent and new Renuzit products and strong sales of Renuzit Adjustable products, offset partially by lower sales of Renuzit Electric and cleaning products. Renuzit Electric was introduced during last year's first quarter and benefited from strong promotions which were not repeated this year. Operating income was up $900,000 from that of 1994's quarter due mostly to lower administrative costs and marketing expenses, offset somewhat by higher raw material costs in some areas.

Laundry division's revenues declined $5.4 million from those of 1994's quarter as volume was down due to the high wholesale sales in the fourth quarter of 1994. Consumer purchases remain high. Operating income was down $4.7 million due to the lower sales and higher costs of certain raw materials and marketing and distribution costs.

Although International's sales volumes were up somewhat from those of 1994's first quarter, revenues were down $1.8 million due principally to the 48-percent devaluation of the Mexican peso. Despite the revenue declines, operating income was up $500,000 due to a more profitable sales mix.

Services
Combined Services revenues of $520.3 million were 14 percent greater than the 1994 quarter's $454.6 million. This year's quarter included all of the acquired United Airlines flight kitchens which were acquired during the first half of 1994. Operating income rose 32 percent to $30.1 million, with all operations contributing to the improvement.

Airline Catering and Services. The first quarter revenues of the Airline Catering and Services group were $184.5 million, 22 percent greater than the 1994 quarter's $151.5 million. This increase was due to having all United flight kitchens acquired during 1994 fully operational this quarter versus only a few during 1994's first quarter. Revenues from seven new aircraft service locations and higher revenues from continuing locations added to the increase. Partially offsetting these was the effect of further airline meal service cutbacks, particularly by Delta and USAir. Operating income of $11.0 million was 31 percent greater than the 1994 quarter's $8.4 million and operating margins improved to 6.0 percent from 1994's 5.6 percent, as newly-acquired flight kitchens were in a start-up mode in 1994.

Convention Services. Convention Services' first quarter revenues of $154.4 million were 21 percent greater than the 1994 quarter's $127.7 million, and operating income also increased 21 percent, to $15 million from $12.4 million. These increases were due to the favorable seasonal rotation of shows in 1995's quarter, most in Las Vegas, increased per-show revenue, increased exhibit volume, and small acquisitions during the 1995 quarter. Operating margins were unchanged at 9.7 percent.

Travel and Leisure and Payment Services. Revenues of these companies were $181.5 million for the first quarter of 1995, up 3 percent from 1994's $175.4 million, while operating income doubled to $4 million from 1994's $2 million. Dial's payment services subsidiary continues to invest increasing amounts in tax exempt securities. On a fully taxable equivalent basis, 1995 revenues and operating income would have been

$3.4 million, or 5 percent, higher while 1994's revenues and operating income would have been $1.5 million higher.

Canadian transportation companies' revenues increased $1 million for the quarter, due mostly to new routes purchased in mid-1994. Operating results improved $300,000 from the new routes.

Duty Free airport and shipboard concession operations' revenues declined $3.9 million due mostly to the loss of a major shipboard concession, fewer passenger days for continuing business, and lower airport traffic. Operating income improved $100,000 due mostly to lower operating expenses.

Cruise revenues for the first quarter were down $2.3 million due to having two ships in drydock for repairs for a total of 44 ship days. In addition, the Star/Ship Majestic was taken out of service as Dial commenced a four-year charter arrangement in February to lease the ship to a European operator. Operating results improved $2 million as expenses were lower due to cost reduction efforts and operating one less vessel.

Travel tour service revenues and operating income improved $900,000 and $400,000, respectively, over those of the 1994 first quarter, due mostly to favorable foreign exchange rates this quarter, which also had a favorable impact on passenger volume.

Revenues of the food service companies were unchanged from those of 1994's first quarter, while operating income was up $200,000 due to ongoing cost control efforts.

On a fully taxable equivalent basis, revenues of payment services increased $8.5 million over those of 1994's first quarter, due principally to increased investment income caused by rates higher than last year's and greater funds invested. Revenues from new product lines also contributed. On a fully taxable equivalent basis, operating income was up $2.1 million, moderated principally by higher commission expense and payment processing and outsourcing fees.

Unallocated Corporate Expenses and Other Items, Net These expenses increased $400,000, or four percent, for the quarter in line with overall business growth.

Interest Expense
Interest expense increased $4.2 million from 1994's quarter, as debt levels were higher than in 1994 and interest rates on floating-rate debt were considerably higher than in 1994's first quarter. Increased debt levels were due to expenditures throughout 1994 for the United Airlines catering kitchens and some small acquisitions as well as the purchase of the Majestic, which had been leased up to February 1995.

Income Taxes
The effective tax rate in the 1995 first quarter was 37.2 percent, down from 38.7 percent last year. The reduction in the effective tax rate results primarily from the increased use of tax-exempt investments by Dial's payment services subsidiary.

Liquidity and Capital Resources:

The Dial Corp's total debt at March 31, 1995 was $791 million compared with $745 million at December 31, 1994. The debt-to- capital ratio at March 31, 1995 and December 31, 1994 was 0.56 to 1.

There were no other material changes in The Dial Corp's financial condition nor were there any substantive changes relative to matters discussed in the Liquidity and Capital Resources section of Management's Discussion and Analysis of Results of Operations and Financial Condition as presented in The Dial Corp Annual Report to Stockholders for the year ended December 31, 1994.

Recent Developments:

Dial's Consumer Products Group is undertaking programs with many of its trade customers to effect reductions of the trade customers' inventories over the balance of 1995 coupled with more rapid replenishment as consumers purchase the products off the shelf, to address the retailers' increased emphasis on efficient consumer response. This will depress revenue growth for the Consumer Products Group for the rest of 1995 while the trade customers' inventories are reduced, even though consumer purchases continue at normal rates. The Consumer Products Group anticipates that lower trade promotion costs and other ongoing savings resulting from the programs will more than offset the effect of the reduced revenue growth in 1995, so that operating income will continue to increase at about the same rate as in prior periods. As a result, margins will increase over 1994 levels.

PART II. OTHER INFORMATION

Item 4. Submission of Matters to a Vote of Security Holders

(a) The annual meeting of stockholders of The Dial Corp was held May 9, 1995.

(b) Not applicable--(i) proxies for the meeting were solicited pursuant to Regulation 14 under the Securities Exchange Act of 1934, (ii) there was no solicitation in opposition to management's nominees as listed in the proxy statement, and (iii) all such nominees were elected.

(c) Matters voted upon at the annual meeting for which proxies were solicited pursuant to Regulation 14 under the Securities Exchange Act of 1934:

1. The election of Directors as follows:

Joe T. Ford	
Affirmative Vote................	78,240,990
Against.........................	0
Withheld........................	429,002
Abstentions.....................	0
Broker non-votes................	0
Jess Hay	
Affirmative Vote................	78,165,696
Against.........................	0
Withheld........................	504,296
Abstentions.....................	0
Broker non-votes................	0
Linda Johnson Rice	
Affirmative Vote................	78,173,182
Against.........................	0
Withheld........................	496,810
Abstentions.....................	0
Broker non-votes................	0
A. Thomas Young	
Affirmative Vote................	78,233,937
Against.........................	0
Withheld........................	436,055
Abstentions.....................	0
Broker non-votes................	0

2. The appointment of Deloitte & Touche LLP to audit the accounts of Dial and its subsidiaries for the fiscal year 1995.

Affirmative Vote................	78,233,180
Against.........................	177,084
Withheld........................	0
Abstentions.....................	259,728
Broker non-votes................	0

Item 6. Exhibits and Reports on Form 8-K

(a) Exhibit No. 10.E - Copy of The Dial Corp Management Incentive Plan, as amended March 28, 1995.

Exhibit No. 10.L - Copy of The Dial Corp Performance Unit Incentive Plan, as amended March 28, 1995.

Exhibit No. 11 - Statement Re Computation of Per Share Earnings.

Exhibit No. 27 - Financial Data Schedule

Exhibits Previously Filed Which Are Incorporated By Reference - See Exhibit Index.

(b) No Reports on Form 8-K have been filed by the registrant during the quarter for which this report is filed.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

THE DIAL CORP
(Registrant)

May 11, 1995	*By /s/ Richard C. Stephan* *------------------------* *Richard C. Stephan* *Vice President-Controller* *(Chief Accounting Officer* *and Authorized Officer)*

EXHIBIT INDEX

3.A	Copy of Restated Certificate of Incorporation of Dial, as amended through March 3, 1992, filed as Exhibit (3)(A) to Dial's 1991 Form 10-K, is hereby incorporated by reference.
3.B	Copy of Bylaws of Dial, as amended through February 21, 1992, filed as Exhibit (3)(B) to Dial's 1991 Form 10-K, is hereby incorporated by reference.
4.A	Instruments with respect to issues of long-term debt have not been filed as exhibits to Dial's most recent Annual Report on Form 10-K or this Form 10-Q if the authorized principal amount of any one of such issues does not exceed 10% of total assets of the Corporation and its subsidiaries on a consolidated basis. The Corporation agrees to furnish a copy of each such instrument to the Securities and Exchange Commission upon request.
4.B	Copy of Amended and Restated Credit Agreement dated as of December 15, 1993, among Dial, the Banks parties thereto, Bank of America National Trust and Savings Association as Agent and Reporting Agent and Citibank, N.A. as Agent and Funding Agent, filed as Exhibit 4.B to Dial's 1993 Form 10-K, is hereby incorporated by reference.
4.B1	Copy of First Amendment to Amended and Restated Credit Agreement dated as of September 23, 1994, filed as Exhibit 4.B1 to Dial's 1994 Form 10-K, is hereby incorporated by reference.
10.A	Copy of Employment Agreement between Dial and John W. Teets dated April 14, 1987, filed as Exhibit (10)(A) to Dial's 1989 Form 10-K, is hereby incorporated by reference.+
10.B	Sample forms of Contingent Agreements relating to funding of Supplemental Executive Pensions, filed as Exhibit (10)(T) to Dial's 1989 Form 10-K, is hereby incorporated by reference.+
10.C	Copy of Dial's Supplemental Pension Plan, amended and restated as of January 1, 1987, filed as Exhibit (10)(F) to Dial's 1986 Form 10-K, is hereby incorporated by reference.+
10.C1	Copy of amendment dated February 21, 1991, to Dial's Supplemental Pension Plan, filed as Exhibit (10)(G)(i) to Dial's 1990 Form 10-K, is hereby incorporated by reference.+
10.D	Copy of Dial's Deferred Compensation Plan for Directors, adopted November 20, 1980, as amended through February 21, 1991, filed as Exhibit (10)(H) to Dial's 1990 Form 10-K, is hereby incorporated by reference.+
10.E	Copy of The Dial Corp Management Incentive Plan, as amended March 28, 1995.*+
10.F1	Copy of form of Executive Severance Agreement between Dial and three executive officers, filed as Exhibit (10)(G)(i) to Dial's 1991 Form 10-K, is hereby incorporated by reference.+
10.F2	Copy of forms of The Dial Corp Executive Severance Plans covering certain executive officers, filed as Exhibit (10)(G)(ii) to Dial's 1992 Form 10-K, is hereby incorporated by reference.+
10.G	Copy of Travelers Express Company, Inc. Supplemental Pension Plan, filed as Exhibit (10)(L) to Dial's 1984 Form 10-K, is hereby incorporated by reference.+
10.H1	Copy of Dial's 1983 Stock Option and Incentive Plan, filed as Exhibit (28) to Dial's Registration Statement on Form S-8 (Registration No. 33-23713), is hereby incorporated by reference.+

10.H2	Copy of amendment, effective August 1, 1994, to Dial's 1983 Stock Option and Incentive Plan, filed as Exhibit 10.H2 to Dial's 1994 Form 10-K, is hereby incorporated by reference.+
10.I1	Copy of The Dial Corp 1992 Stock Incentive Plan, filed as Exhibit (10)(J) to Dial's 1991 Form 10-K, is hereby incorporated by reference.+
10.I2	Copy of amendment, effective August 1, 1994, to The Dial Corp 1992 Stock Incentive Plan, filed as Exhibit 10.I2 to Dial's 1994 Form 10-K, is hereby incorporated by reference.+
10.J	Description of Spousal Income Continuation Plan, filed as Exhibit 10(Q) to Dial's 1985 Form 10-K, is hereby incorporated by reference.+
10.K	Copy of Dial's Director's Retirement Benefit Plan, filed as Exhibit (10)(R) to Dial's 1988 Form 10-K, is hereby incorporated by reference.+
10.L	Copy of The Dial Corp Performance Unit Incentive Plan, as amended March 28, 1995.*+
10.M	Copy of The Dial Corp Supplemental TRIM Plan, filed as Exhibit 10.M to Dial's 1994 Form 10-K, is hereby incorporated by reference.+
10.N	Copy of Employment Agreement between GES Exposition Services and Norton Rittmaster dated May 20, 1982, filed as Exhibit (10)(O) to Dial's 1992 Form 10-K, is hereby incorporated by reference.+
10.O	Copy of GES Exposition Services' Incentive Compensation Plan, filed as Exhibit (10)(P) to Dial's 1992 Form 10-K, is hereby incorporated by reference.+
10.P	Copy of The Dial Corp Performance-Based Stock Plan, filed as Exhibit 10.P to Dial's 1993 Form 10-K, is hereby incorporated by reference.+
10.Q	Copy of The Dial Corp Deferred Compensation Plan, filed as Exhibit 10.Q to Dial's 1993 Form 10-K, is hereby incorporated by reference.+
10.R	Copy of form of The Dial Corp 1983 Stock Option and Incentive Plan Amended and Restated Restricted Stock Agreements dated August 12, 1994, between Dial and six executive officers, filed as Exhibit 10.R to Dial's 1994 Form 10-K, is hereby incorporated by reference.+
10.S	Copy of form of The Dial Corp 1992 Stock Incentive Plan Restricted Stock Agreements dated August 12, 1994, between Dial and six executive officers, filed as Exhibit 10.S to Dial's 1994 Form 10-K, is hereby incorporated by reference.+
11	Statement Re Computation of Per Share Earnings.*
27	Financial Data Schedule.*

* Filed herewith.

+ Management contract or compensation plan or arrangement.

THE DIAL CORP
MANAGEMENT INCENTIVE PLAN

I. PURPOSE:

The purpose of The Dial Corp Management Incentive Plan (Plan) is to provide key executives of The Dial Corp and its subsidiaries with an incentive to achieve goals as set forth under this Plan for each calendar year (Plan Year) for their respective companies and to provide effective management and leadership to that end.

II. PHILOSOPHY:

The Plan will provide key executives incentive bonuses based upon appropriately weighted pre-defined net income, net capital employed or other cash flow measure (in the case of subsidiaries), and return on actual or pro forma equity or similar measures of performance.

III. SUBSIDIARIES, SUBSIDIARY GROUPS, AND DIVISIONS:

A. Each subsidiary, subsidiary group, line of business or division listed below is a "Company" for the purposes of this Plan:

<u>Name of Company</u>

Aircraft Service International group Brewster Transport Company Limited Consumer Products division Crystal Holidays, Limited
Dobbs International Services, Inc. group Exhibitgroup, Inc.
Greyhound Exposition Services, Inc. group* Greyhound Leisure Services, Inc. group Greyhound Lines of Canada Ltd. Jetsave Inc. group
Premier Cruise Lines, Inc. Restaura, Inc. group
Travelers Express Company, Inc. group

The Dial Corp may, by action of its Board of Directors or its Executive Compensation Committee, add or remove business units on the list of participant companies from time to time.

*effective 1-1-96.

B. PERFORMANCE GOALS:

1. BASE EARNINGS:

A realistic "base earnings" target for the plan year for each Company will be recommended by the Chief Executive Officer of The Dial Corp to the Executive Compensation Committee of The Dial Corp Board of Directors (Committee) for approval taking into account historical income and Plan Year financial plan income (on the same basis as determined below), overall corporate objectives, and, if appropriate, other circumstances.

Income for subsidiary base earnings determination and for calculating the bonus pool of each Company shall mean net income (after deducting charges against income for all incentives earned, including those earned under this Plan) adjusted to appropriately exclude the effects of gains and losses from the sale or other disposition of capital assets other than equipment utilized in rental or leasing operations and vehicles. Further, there will be a deduction from (addition to) actual net income for the after-tax amount by which a Company's excess of 90-day and over receivables over its allowance for doubtful accounts has increased (decreased) during the year.

Special treatment of any other significant unusual or non-recurring items (for purposes of base earnings and/or return on equity and/or net capital employed or other cash flow calculations) arising after a subsidiary's targets are set may be recommended by the Chief Executive Officer of The Dial Corp to the Committee for approval, including, for example, appropriate adjustment of base earnings and/or return on equity and/or net capital employed targets to reflect planned effects of an acquisition approved after targets are set. Other examples include extraordinary items, effects of a change in accounting principles or a change in federal income tax rates. In certain extreme cases, unplanned effects of major litigation, remediation of environmental matters, significant uninsured losses or a significant restructuring, or the bankruptcy of a major vendor or customer are further examples of the types of items which could be (but are not required to be) considered for possible special treatment.

2. RETURN ON THE DIAL CORP PRO FORMA EQUITY (Except Travelers Express Company, Inc. group):

Yearly return on equity calculations for each Company (except Travelers Express) will be made by dividing annual historical and Plan Year financial plan net earnings after tax by the average quarterly (beginning of year and each quarter-end, including year-end) pro forma equity. For purposes of this calculation, pro forma equity shall be deemed to be 65% of the sum of each Company's actual equity plus its debt, including intercompany accounts payable less intercompany accounts receivable (net capital employed) and net income shall be adjusted (1) to exclude 65% of intercompany interest income and (2) to deduct (or add) 65% of the pro forma interest, calculated at 8% per annum, on the excess (or deficiency) of 35% of the average beginning and ending balance of net capital employed over the average beginning and ending balance of outstanding debt (pro forma additional or excess debt), so that each Company's return on equity is based on a pro forma 65% equity and 35% debt structure (equivalent to a debt/equity ratio of .54 to 1 or a debt/capital ratio of 35%) for the net capital employed by it. A realistic return on equity target for the Plan Year will be recommended by the Chief Executive Officer of The Dial Corp for approval to the Committee, taking into account historical return on equity data, Plan Year financial plan return on equity (on the same basis as previously described), overall corporate objectives, and, where appropriate, other circumstances.

3. RETURN ON THE DIAL CORP EQUITY (Travelers Express Company, Inc. group):

Yearly return on equity calculations for the Travelers Express Company, Inc. group will be made by dividing annual historical and Plan Year financial plan net income after taxes by the average quarterly (beginning of year and each quarter-end, including year-end) equity. A realistic return on equity target for the Plan Year will be recommended by the Chief Executive Officer of The Dial Corp for approval to the Committee, taking into account historical return on equity data, Plan Year financial plan return on equity (on the same basis as previously described), overall corporate objectives, and, where appropriate, other circumstances.

4. NET CAPITAL EMPLOYED (or other cash flow measure):

Realistic monthly net capital employed (as defined in [2] above) targets for the Plan Year will be recommended by the Chief Executive Officer of The Dial Corp for approval to the Committee, taking into account planned capital expenditures and working capital levels, overall corporate objectives, and, where appropriate, other circumstances. The effects of any major unplanned sale of assets, acquisition, or capital expenditures will be considered on an individual basis in determining performance as compared to target.

5. ESTABLISHING TARGETS:

The actual targets for base earnings, return on equity and net capital employed will be established by the Committee no later than 90 days after the beginning of the Plan Year after receiving the recommendations of the Chief Executive Officer of The Dial Corp.

C. PARTICIPANT ELIGIBILITY:

The Committee will select the Executive Officers as defined under Section 16b of the Securities Exchange Act eligible for participation no later than 90 days after the beginning of the Plan Year. Other personnel will be eligible for participation as designated by each Company President or Chief Executive Officer and recommended to the Chief Executive Officer of The Dial Corp for approval, limited only to those executives who occupy a position in which they can significantly affect operating results as pre-defined by appropriate and consistent criteria, i.e., base salary not less than $49,000 per year, or base salary not less than 50% of the Company's Chief Executive Officer, or position not more than the third organizational level below the Company Chief Executive Officer or another applicable criteria.

NOTE: Individuals not qualifying under the criteria established for the Plan Year who were included in the previous year will be grandfathered (continue as qualified participants until retirement, reassignment, or termination of employment) if designated by the Company President or Chief Executive Officer, and approved by the Chief Executive Officer of The Dial Corp.

D. TARGET BONUSES:

Target bonuses will be approved by the Committee for each Executive Officer in writing within the following parameters no later than 90 days after the beginning of the Plan Year and will be expressed as a percentage of salary. Target bonuses for other eligible personnel will be established in writing within the following parameters subject to approval by the Chief Executive Officer of The Dial Corp.

Actual bonus awards will be dependent on Company performance versus the targets established. A threshold performance will be required before any bonus award is earned. Awards will also be capped when stretch performance levels are achieved.

	As a Percentage of Salary		
Subsidiary Positions	Threshold**	Target	Cap***
Chief Executive Officer/ President*	22.5% 20.0%	45% 40%	76.5% 68.0%
Executive Vice President, Senior Vice President, and Other Operating Executives	20.0%	40%	68.0%
Vice Presidents*	17.5% 15.0%	35% 30%	59.5% 51.0%
Key Management Reporting to Officers*	12.5% 10.0%	25% 20%	42.5% 34.0%
Staff Professionals*	7.5% 5.0%	15% 10%	25.5% 17.0%

* Target Bonus, as determined by the Committee, is dependent upon organizational reporting relationships. ** Reflects minimum achievement of both performance targets. Threshold could be one-half of this amount if minimum achievement of only one performance target is met. *** Cap could be up to 105% of amounts shown if net capital employed (or other cash flow measure) targets are achieved.

E. BONUS POOL TARGET:

1. The "Bonus Pool Target" will be initially established no later than 90 days after the beginning of the Plan Year and will be adjusted to equal the sum of the target bonuses of all designated participants in each Company based upon actual Plan Year salaries, as outlined in paragraph D above, plus 15% for Special Achievement Awards.

2. The bonus pool will accrue ratably such that

a) on 50% of the sum of target bonuses:

i) no bonus will be earned if less than 80% of the base earnings target is achieved;

ii) 50% to 100% will be earned if 80% to 100% of the base earnings target is achieved;

iii) 100% to 170% will be earned if 100% to 120% of the base earnings target is achieved; and

iv) the bonus pool earned shall be subject to a further calculation whereby 90%, 95%, 100%, 105%, or 110% of such base earnings bonus pool otherwise accruable will be the final bonus pool hereunder, depending on the average of the twelve months' achievement against net capital employed (or other cash flow) targets.

b) on 50% of the sum of target bonuses:

i) no bonus will be earned if less than 80% of the return on equity target is achieved;

ii) 50% to 100% will be earned if 80% to 100% of the return on equity target is achieved; and

iii) 100% to 170% will be earned if 100% to 120% of the return on equity target is achieved.

c) Notwithstanding 2. a) i), ii), and iii); and
b) i), ii), and iii); of this paragraph E, the ratable accrual of either or both targets may be established for threshold within the range of above 80% up to and including 95% and for maximum within the range of below 120% down to 105%, for certain subsidiaries of this Company as may be designated by the Committee after considering the recommendations of the Chief Executive Officer of The Dial Corp; however, the Committee may, when appropriate, adjust such ranges upward or downward.

3. Bonus pool accruals not paid out shall not be carried forward to any succeeding year.

F. INDIVIDUAL BONUS AWARDS:

1. Indicated bonus awards will be equal to the product of the target bonus percentage times the weighted average percentage of bonus pool accrued as determined in paragraph E above times the individual's actual base salary earnings during the Plan Year, subject to adjustments as follows:

a) discretionary upward or downward adjustment of formula bonus awards by the Committee after considering the recommendation of the Company President or Chief Executive Officer with the approval of the Chief Executive Officer of The Dial Corp for those executives not affected by Section 162(m) of the Internal Revenue Code, and

b) discretionary downward adjustment of awards by the Committee for those executive officers affected by Section 162(m) of the Internal Revenue Code, and

c) no individual award may exceed the individual's capped target award and the aggregate recommended bonuses may not exceed the bonus pool accrued for other than Special Achievement Awards.

2. Bonuses awarded to the participating management staff of subsidiary groups may be paid from funds accrued based upon the bonus pool target for such participants times the weighted average performance of the Companies in the subsidiary group, subject to adjustments as above.

IV. THE DIAL CORP CORPORATE STAFF:

A. PERFORMANCE GOALS:

1. BASE EARNINGS PER SHARE:

A realistic "base earnings per share" from continuing operations target for The Dial Corp will be recommended by the Chief Executive Officer of The Dial Corp to the Committee for approval after considering historical earnings per share from continuing operations, Plan Year financial plan income, overall corporate objectives, and, if appropriate, other circumstances.

Special treatment of any significant unusual or non-recurring items (for purposes of base earnings per share and/or return on equity calculations) arising after targets are set for Corporate staff may be recommended by the Chief Executive Officer of The Dial Corp for approval by the Committee, including appropriate adjustment of base earnings per share and/or return on equity targets to reflect planned effects of a major acquisition or change in capital structure approved after targets are set. Other examples include extraordinary items, one time gains or losses arising from discontinued operations, effects of a change in accounting principles or a change in federal income tax rates. Reclassification of a major business unit to discontinued operations status after targets have been set would also require adjustment because of effect on continuing operations results. Generally, restructuring charges, gain or loss on sale of a smaller subsidiary, or other one-time income or loss items mentioned in the subsidiary section would not be considered for special treatment for corporate staff, as the corporate mission is to achieve the targets notwithstanding the effects of such items.

2. RETURN ON COMMON STOCKHOLDERS' EQUITY:

Return on common stockholders' equity calculations will be made by dividing each year's net income (after taxes) from continuing operations, less preferred stock dividend requirements, by the monthly average of common stockholders' equity (return on common equity). Consideration will be given to any known or anticipated changes in equity structure and appropriate industry averages, and a realistic return on common stockholders' equity target for the Plan Year will be recommended by the Chief Executive Officer of The Dial Corp to the Committee for approval, taking into account historical return on common stockholders' equity data, Plan Year financial plan return on common stockholders' equity (on the same basis as previously described), overall corporate objectives, and, if appropriate, other circumstances.

3. ESTABLISHING TARGETS

The actual targets for base earnings per share and return on equity will be established by the Committee no later than 90 days after the beginning of the Plan year after receiving the recommendations of the Chief Executive Officer of The Dial Corp.

B. PARTICIPANT ELIGIBILITY:

The Committee will select the Executive Officers as defined under Section 16b of the Securities Exchange Act eligible for participation no later than 90 days after the beginning of the Plan Year. Other personnel will be eligible for participation as recommended by the appropriate staff Vice President and as approved by the Chief Executive Officer of The Dial Corp, limited only to those executives who occupy a position in which they can significantly affect operating results as defined by the following criteria:

a) Salary grade 25 and above; and

b) Not more than Organizational Level Four below the Chief Executive Officer.

NOTE: Individuals not qualifying under the criteria established for the Plan Year who were included in the previous year will be grandfathered (continue as qualified participants until retirement, reassignment, or termination of employment) if designated by the appropriate Vice President and approved by the Chief Executive Officer of The Dial Corp.

C. TARGET BONUSES:

Target bonuses will be approved by the Committee for each Executive Officer in writing within the following parameters no later than 90 days after the beginning of the Plan Year and will be expressed as a percentage of salary. Target bonuses for other eligible personnel will be established in writing within the following parameters subject to approval by the Chief Executive Officer of The Dial Corp.

Actual bonus awards will be dependent on Company performance versus the targets established. A threshold performance will be required before any bonus award is earned. Awards also will be capped when stretch performance levels are achieved.

	As a Percentage of Salary		
Corporate Positions	Threshold**	Target	Cap
Chairman, President & Chief Executive Officer	30.00%	60%	102.0%

Senior Advisory Group	22.50%	45%	76.5%
Corporate Staff Officers	20.00%	40%	68.0%
Staff Directors*	17.50%	35%	59.5%
	15.00%	30%	51.0%
	12.50%	25%	42.5%
	10.00%	20%	34.0%
Staff Professionals*	7.50%	15%	25.5%
	5.00%	10%	17.0%

* Target Bonus, as determined by the Committee, is dependent upon Organizational Reporting Relationships. ** Reflects minimum of achievement of both performance targets. Threshold could be one-half of this amount if minimum achievement of only one performance target is met.

D. BONUS POOL TARGET

1. The "Bonus Pool Target" will be established no later than 90 days after the beginning of the Plan Year and will be adjusted to equal the sum of the target bonuses of all qualified participants based upon actual Plan Year base salaries, as outlined in paragraph C above, plus 15% for Special Achievement Awards.

2. The bonus pool will accrue ratably such that

a) on 50% of the sum of the target bonuses:

i) no bonus will be earned if less than 90% of earnings per share target is achieved;

ii) 50% to 100% will be earned if 90% to 100% of earnings per share target is achieved; and

iii) 100% to 170% will be earned if 100% to 110% of earnings per share target is achieved.

b) on 50% of the sum of target bonuses:

i) no bonus will be earned if less than 90% of the return on equity target is achieved;

ii) 50% to 100% will be earned if 90% to 100% of the return on equity target is achieved; and

iii) 100% to 170% will be earned if 100% to 110% of the return on equity target is achieved

provided no less than an amount equal to 12.5% of the actual bonus accruals earned under section III of this Plan or any spin-off Line of Business Incentive Plan established after 1984, for participants under section III herein will be earned hereunder, up to an aggregate maximum of 170% of Bonus Pool Target and transferred by the companies covered in section III, herein, to The Dial Corp. For purposes of this determination only, the 170% (plus up to 8.5% upward cash flow adjustment) upper limit shall not apply on such actual bonus accrual calculations for subsidiaries, subsidiary groups and divisions.

c) Notwithstanding 2. a)i),ii) and iii); and
b)i),ii), and iii); of this paragraph D, the ratable accrual of either or both targets may be established for threshold within the range of above 90% up to and including 95% and for maximum within the range of below 110% down to-105% as may be designated by the Committee; however, the Committee may, when appropriate, adjust such ranges upward or downward.

3. Bonus pool accruals not paid out shall not be carried forward to any succeeding year.

E. INDIVIDUAL BONUS AWARDS:

Indicated bonus awards will be equal to the product of the target bonus percentage times the weighted average percentage of bonus pool accrued as determined in paragraph D above times the individual's actual Plan Year base salary earnings, subject to adjustments as follows:

a) discretionary upward or downward adjustment of formula awards by the Committee after considering the recommendations of the Chief Executive Officer of The Dial Corp for those executives not affected by Section 162(m) of the Internal Revenue Code.

b) discretionary downward adjustment of awards by the Committee for those Executive Officers affected by

Section 162(m) of the Internal Revenue Code, and

c) no individual award may exceed the individual's capped target award and the aggregate recommended bonuses may not exceed the bonus pool accrued for other than Special Achievement Awards.

V. SPECIAL ACHIEVEMENT AWARDS:

Special bonuses of up to 15% of base salary for exceptional performance to exempt employees who are not participants in this Plan, including newly hired employees, may be recommended at the discretion of the Chief Executive Officer to the Committee from the separate funds for discretionary awards provided for under paragraphs III E and IV D. Special Achievement Awards may be granted to participants in exceptional cases from any funds accrued under this Plan, as recommended by the Chief Executive Officer to the Committee for approval.

VI. APPROVAL AND DISTRIBUTION:

The individual incentive bonus amounts and the terms of payment thereof will be fixed following the close of the Plan Year by the Committee. Any award made under this Plan is subject to the approval of this Plan by the stockholders of The Dial Corp.

VII. COMPENSATION ADVISORY COMMITTEE:

The Compensation Advisory Committee is appointed by the Chief Executive Officer of The Dial Corp to assist the Committee in the implementation and administration of this Plan. The Compensation Advisory Committee shall propose administrative guidelines to the Committee to govern interpretations of this Plan and to resolve ambiguities, if any, but the Compensation Advisory Committee will not have the power to terminate, alter, amend, or modify this Plan or any actions hereunder in any way at any time.

VIII. SPECIAL COMPENSATION STATUS:

All bonuses paid under this Plan shall be deemed to be special compensation and, therefore, unless otherwise provided for in another plan or agreement, will not be included in determining the earnings of the recipients for the purposes of any pension, group insurance or other plan or agreement of a Company or of The Dial Corp. Participants in this Plan shall not be eligible for any contractual or other short-term (sales, productivity, etc.) incentive plan except in those cases where participation is weighted between this Plan and any such other short-term incentive plan.

IX. DEFERRALS:

Participants subject to taxation of income by the United States may submit to the Committee, prior to November 15 of the year in which the bonus is being earned a written request that all or a portion, but not less than $1,000, of their bonus awards to be determined, if any, be irrevocably deferred substantially in accordance with the terms and conditions of a deferred compensation plan approved by the Board of Directors of The Dial Corp or, if applicable, one of its subsidiaries. Participants subject to taxation of income by other jurisdictions may submit to the Committee a written request that all or a portion of their bonus awards be deferred in accordance with the terms and conditions of a plan which is adopted by the Board of Directors of a participant's Company. Upon the receipt of any such request, the Committee thereunder shall determine whether such request should be honored in whole or in part and shall forthwith advise each participant of its determination on such request.

X. PLAN TERMINATION:

This Plan shall continue in effect until such time as it may be canceled or otherwise terminated by action of the Board of Directors of The Dial Corp and will not become effective with respect to any Company unless and until its Board of Directors adopts a specific plan for such Company. While it is contemplated that incentive awards from the Plan will be made, the Board of Directors of The Dial Corp, or any other Company hereunder, may terminate, amend, alter, or modify this Plan at any time and from time to time. Participation in the Plan shall create no right to participate in any future year's Plan.

XI. EMPLOYEE RIGHTS:

No participant in this Plan shall be deemed to have a right to any part or share of this Plan. This Plan does not create for any employee or participant any right to be retained in service by any Company, nor affect the right of any such Company to discharge any employee or participant from employment. Except as provided for in administrative guidelines, a participant who is not an employee of The Dial Corp or one of its subsidiaries on the date bonuses are paid will not receive a bonus payment.

THE DIAL CORP
PERFORMANCE UNIT INCENTIVE PLAN

1. PURPOSE

The purpose of the Plan is to promote the long-term interests of the Corporation and its shareholders by providing a means for attracting and retaining designated key executives of the Corporation and its Affiliates through a system of cash rewards for the accomplishment of long-term predefined objectives.

2. DEFINITIONS

The following definitions are applicable to the Plan:

"Affiliate" - Any "Parent Corporation" or "Subsidiary Corporation" of the Corporation as such terms are defined in Section 425(e) and (f), or the successor provisions, if any, respectively, of the Code (as defined herein).

"Award" - The grant by the Committee of a Performance Unit or Units as provided in the Plan.

"Board" - The Board of Directors of The Dial Corp.

"Code" - The Internal Revenue Code of 1986, as amended, or its successor general income tax law of the United States.

"Committee" - The Executive Compensation Committee of the Board.

"Corporation" - The Dial Corp.

"Participant" - Any executive of the Corporation or any of its Affiliates who is selected by the Committee to receive an Award.

"Performance Period" - The period of time selected by the Committee for the purpose of determining performance goals and measuring the degree of accomplishment. Generally, the Performance Period will be a period of three successive fiscal years of the Corporation.

"Performance Unit Award" - An Award.

"Plan" - The Performance Unit Incentive Plan of the Corporation.

"Unit" - The basis for any Award under the Plan.

3. ADMINISTRATION

The Plan shall be administered by the Committee. Except as limited by the express provisions of the Plan, the Committee shall have sole and complete authority and discretion to (i) select Participants and grant Awards; (ii) determine the number of Units to be subject to Awards generally, as well as to individual Awards granted under the Plan; (iii) determine the targets that must be achieved in order for the Awards to be payable and the other terms and conditions upon which Awards shall be granted under the Plan; (iv) prescribe the form and terms of instruments evidencing such grants; and (v) establish from time to time regulations for the administration of the Plan, interpret the Plan, and make all determinations deemed necessary or advisable for the administration of the Plan.

4. PERFORMANCE GOALS

The Performance Unit Incentive Plan is intended to provide Participants with a substantial incentive to achieve or surpass two pre-defined long-range financial goals which have been selected because they are key factors (goals) in increasing shareholder value. One of the key goals for CORPORATE and SUBSIDIARY Participants is Average Three-Year Return on Equity, utilizing a pro forma return on equity calculation for subsidiaries (other than Travelers Express) which effectively adjusts each to the overall financial objective of a capital structure of 35% debt and 65% equity.

The second goal for each SUBSIDIARY Participant principally emphasizes Average Three-Year Real Earnings Growth. The targets for this goal will take several different forms in recognition of the need to tailor the target to the most important factors for the unit (as well as to overall corporate objectives). For example, while operating income is normally the best indicator of earnings growth, the target will be based on net income when tax-exempt income (Travelers Express) or income from equity in joint ventures (Dobbs International, GLSI) come into play, as operating income would not give the full picture in such circumstances. Goals for subsidiaries should be meaningful, easily understood and consistent with the overall objectives.

The second goal for CORPORATE Participants also emphasizes Average Three-Year Real Earnings Growth but the target will be based on earnings per share from continuing operations, the most appropriate measure in increasing shareholder value.

5. DETERMINATION OF TARGETS

A. Average Three-Year Subsidiary Pro Forma Return On Equity
(Except Travelers Express Company, Inc., group)

Return on Equity calculations for each Subsidiary Company except Travelers Express will be made by dividing each year's net earnings after tax by the average quarterly (beginning of year and each quarter-end, including year-end) pro forma equity. For purposes of this calculation, pro forma equity shall be deemed to be 65% of the sum of each Subsidiary Company's actual equity plus its debt, including intercompany accounts payable less intercompany accounts receivable (net capital employed). Net income shall be adjusted (1) to exclude the after-tax effect of intercompany interest expense and the after-tax effect of intercompany interest income and (2) to deduct the after-tax effect of the pro forma interest, calculated at 8% per annum, on the excess of 35% of the average beginning and ending balance of net capital employed over the average beginning and ending balance of outstanding debt (pro forma debt), so that each company's Return on Equity is based on a pro forma 65% equity and 35% debt structure for the net capital employed by it. In all cases, the after-tax calculations are to be made using the statutory federal income tax rate applicable to such year. In establishing a realistic weighted average annual Return on Equity target for the Performance Period, consideration will be given to industry averages whenever known as well as the Performance Period Financial Plan year-by-year Return on Equity (on the same basis as previously described), overall Corporate objectives and, where appropriate, other circumstances. An appropriate range of values above and below such target will then be selected to measure achievement above or below the target.

B. Average Three-Year Return on Equity (Travelers Express)

Return on Equity calculations for Travelers Express will be made by dividing each year's net income after taxes by the average quarterly (beginning of year and each quarter-end, including year-end) equity. Consideration will then be given to any known or anticipated changes in equity structure and available industry averages, and a realistic weighted average annual Return on Equity target for the three-year Performance Period will be established, taking into account all factors mentioned as well as the three-year Performance Period Financial Plan year-by-year Return on Equity (on the same basis as previously described), overall Corporate objectives and, where appropriate, other circumstances. An appropriate range of values above and below such target will then be selected to measure achievement above or below the target.

C. Average Three-Year Dial Return on Common Stockholders' Equity

Return on common stockholders' equity calculations will be made for The Dial Corp by dividing each year's net income after taxes less preferred dividend requirements by the year's monthly average of common stockholders' equity (return on common equity). Consideration will then be given to any known or anticipated changes in equity structure and to appropriate industry averages, and a realistic weighted average annual Return on Equity target for the three-year Performance Period will be established taking into account all factors mentioned as well as the three-year Performance Period Financial Plan year-by-year return on equity (on the same basis as previously described), overall Corporate objectives and, where appropriate, other circumstances. An appropriate range of values above and below such target will then be selected to measure achievement above or below the target.

D. Average Three-Year Subsidiary Earnings Growth

A realistic average three-year earnings target for the Performance Period for each Subsidiary Company will be established taking into account historical income, financial plan income for the Performance Period, overall Corporate objectives, and if appropriate, other circumstances. An appropriate range of values above and below such target will then be selected to measure achievement above or below the target.

E. Average Three-Year Dial Earnings Per Share Growth

A realistic "Earnings Per Share" from continuing operations target for The Dial Corp will be established after considering historical earnings per share from continuing operations, financial plan income for the Performance Period, overall Corporate objectives and, if appropriate, other circumstances. An appropriate range of values above and below such target will then be selected to measure achievement above or below the target.

F. Establishing Targets

The appropriate targets, range of values above and below such targets and the Performance Period to be used as a basis for the measurement of performance for Awards under the Plan will be determined by the Committee no later than 90 days after the beginning of each new Performance Period during the life of the Plan, after giving consideration to the recommendations of the Chief Executive Officer of The Dial Corp. Performance Units will be earned based upon the degree of achievement of the pre-defined targets over the Performance Period following the date of grant. Earned Units can range, based on operating company performance using an award matrix, from 0% to 200% of the target Units.

6. OTHER PLAN PROVISIONS

Special treatment of any significant unusual or non-recurring items (for purposes of earnings and/or Return on Equity calculation) arising after targets are set may be recommended by the Chief Executive Officer of The Dial Corp to the Committee for approval including revision to either or both targets in the event of any significant acquisition or divestiture made during the Performance Period to give effect, as appropriate, to planned effects of such acquisition or divestiture during the Performance Period. Other examples include extraordinary items, gains or losses arising from discontinued operations, effects of a change in accounting principles or a change in federal income tax rates. Reclassification of a major business unit to discontinued operations status after targets have been set would also require adjustment because of effect on continuing operations results.

For subsidiaries, in certain extreme cases, unplanned effects of major litigation, remediation of environmental matters, significant uninsured losses, a significant restructuring or the bankruptcy of a major vendor or customer are further examples of the types of items which could be (but are not required to be) considered by the Chief Executive Officer of The Dial Corp for recommendation to the Committee for possible special treatment.

Conversely, the general rule for Corporate measurements is that restructuring charges affecting years after 1992, gain or loss on sale of a smaller subsidiary or other one-time income or loss items mentioned above regarding subsidiaries would not be considered for special treatment as the Corporate mission is to achieve the targets notwithstanding the effects of such items.

Incentives to be paid under this Plan must be deducted from the corporation's earnings during the Performance Period (generally in the third year, when the amounts to be paid can be reasonably estimated). Goals must be achieved after deducting from actual results all incentive compensation applicable to such performance periods, including those incentives earned under this Plan.

7. AWARD MATRIX

The range of values for the Corporation's or a Subsidiary Company's performance is set at a minimum of 80% of target for threshold and capped at 120% of the target. Notwithstanding the foregoing, targets may be established for threshold within the range of above 80% up to and including 95% and for maximum within the range of below 120% down to 105%, as may be designated by the Committee; however, the Committee may, when appropriate, adjust such ranges upward or downward. The Return on Equity target and range of values will be entered on the vertical axis of the appropriate Performance Unit Award Matrix. The weighted average annual Return on Equity target for the Performance Period will represent a meaningful improvement over average historical returns except in extremely unusual circumstances. Actual weighted average annual Return on Equity performance for each Participant will be determined at the end of the three-year Performance Period based on the appropriate definition set forth above. Similarly, the average three-year Real Earnings Growth target and range of values will be entered on the horizontal axis of the Performance Unit Award Matrix, and actual results will be determined at the end of the three-year Performance Period based on the appropriate definition.

Performance Units will be earned based upon the degree of achievement of the pre-defined goals using the Performance Unit Award Matrix.

PERFORMANCE UNIT AWARD MATRIX:

Percent of Award Earned

	100%	125%	150%	175%	200%
Return	75%	100%	125%	150%	175%
on	50%	75%	100%	125%	150%
Equity	25%	50%	75%	100%	125%
	0%	25%	50%	75%	100%

Improvement in Real Earnings

8. PARTICIPANT ELIGIBILITY

Personnel will be eligible for participation as recommended by The Dial Corp Chief Executive Officer for approval by the Committee no later than 90 days after the beginning of each new Performance Period during the life of the Plan, limited only to those key executives who contribute in a substantial measure to the successful performance of the Corporation or its Affiliates. The Chief Executive Officer will recommend for approval by the Committee which Affiliates among its Affiliates should be included in the Plan.

9. AWARD DETERMINATION

The number of Units to be awarded will be determined, generally, by multiplying a factor times the Participant's annual base salary in effect at the time the Award is granted and dividing the result by the average of the high and low of the Corporation's Common Stock on the date of approval of the grant by the Committee. The Award factor will be recommended by the Chief Executive Officer of The Dial Corp for approval by the Committee annually no later than 90 days after the beginning of each new performance period. The Committee may adjust the number of Units awarded in its discretion.

10. GENERAL TERMS AND CONDITIONS

The Committee shall have full and complete authority and discretion, except as expressly limited by the Plan, to grant Units and to provide the terms and conditions (which need not be identical among Participants) thereof. Without limiting the generality of the foregoing, the Committee may specify a Performance Period of not less than two years or not more than five years, rather than the three-year Performance Period provided for above, and such time period will be substituted as appropriate to properly effect the specified Performance Period. No Participant or any person claiming under or through such person shall have any right or interest, whether vested or otherwise, in the Plan or in any Award thereunder, contingent or otherwise, unless and until all the terms, conditions, and provisions of the Plan and its approved administrative requirements that affect such Participant or such other person shall have been complied with. Nothing contained in the Plan or its Administrative Guidelines shall (i) require the Corporation to segregate cash or other property on behalf of any Participant or (ii) affect the rights and power of the Corporation or its Affiliates to dismiss and/or discharge any Participant at any time.

Any recapitalization, reclassification, stock split, stock dividend sale of assets, combination or merger not otherwise provided for herein which affects the outstanding shares of Common Stock of the Corporation or any other change in the capitaliztion of the Corporation affecting the Common Stock shall be appropriately adjusted for by the Committee or the Board, and any such adjustments shall be final, conclusive and binding.

11. PAYMENT OF AWARDS

(a) Performance Unit Awards which may become payable under this Plan shall be calculated as determined by the Committee but any resulting Performance Unit Award payable shall be subject to the following calculation: each Unit payable shall be multiplied by the average of the daily means of the market prices of the Corporation's Common Stock during the month following the Performance Period. Performance Unit Awards earned will be determined as of the third Thursday of February following the close of the Performance Period and distribution of the Award will be made within ninety (90) days following the close of the Performance Period. Awards will be subject to discretionary downward adjustment, for those executive officers affected by Section 162(m) of the Internal Revenue Code, by the Committee.

(b) Performance Unit Awards granted under this Plan shall be payable during the lifetime of the Participant to whom such Award was granted only to such Participant; and, except as provided in (d) and (e) of this Section 7, no such Award will be payable unless at the time of payment such Participant is an employee of and has continuously since the grant thereof been an employee of, the Corporation or an Affiliate. Neither absence on leave, if approved by the Corporation, nor any transfer of employment between Affiliates or between an Affiliate and the Corporation shall be considered an interruption or termination of employment for purposes of this Plan.

(c) Prior to the expiration of the Performance Period, all Participants will be provided an irrevocable option to defer all or a portion of any earned Performance Unit Award, if there be one but not less than $1,000, in written form as prescribed by the Board under the provisions of a deferred compensation plan for executives of the Corporation and its Affiliates, if one be adopted.

(d) If a Participant to whom a Performance Unit Award was granted shall cease to be employed by the Corporation or its Affiliate for any reason (other than death, disability, or retirement) prior to the completion of any applicable Performance Period, said Performance Unit Award will be withdrawn and subsequent payment in any form at any time will not be made.

(e) If a Participant to whom a Performance Unit Award was granted shall cease to be employed by the Corporation or its Affiliate due to early, normal, or deferred retirement, or in the event of the death or disability of the Participant, during the Performance Period stipulated in the Performance Unit Award, such Award shall be prorated for the period of time from date of grant to date of retirement, disability or death, as applicable, and become payable within ninety (90) days following the close of the Performance Period to the Participant or the person to whom interest therein is transferred by will or by the laws of descent and distribution. Performance Unit Awards shall be determined at the same time and in the same manner (except for applicable proration) as described in Section 11 (a).

(f) There shall be deducted from all payment of Awards any taxes required to be withheld by any Federal, State, or local government and paid over to any such government in respect to any such payment.

12. ASSIGNMENTS AND TRANSFERS

No Award to any Participant under the provisions of the Plan may be assigned, transferred, or otherwise encumbered except, in the event of death of a Participant, by will or the laws of descent and distribution.

13. AMENDMENT OR TERMINATION

The Board may amend, suspend, or terminate the Plan or any portion thereof at any time provided, however, that no such amendment, suspension, or termination shall invalidate the Awards already made to any Participant pursuant to the Plan, without his consent.

14. EFFECTIVE DATE AND TERM OF PLAN

The Plan shall be effective January 1, 1994, provided however, that any Award made under this Plan is subject to the approval of this Plan by the stockholders of The Dial Corp.

THE DIAL CORP
STATEMENT RE COMPUTATION OF PER SHARE EARNINGS
(000 omitted)

	Three months ended March 31,	
Primary:	1995	1994
Net income	$ 21,507	$ 17,210
Less: Preferred stock dividends	(281)	(280)
Subsidiary dilutive securities	(4)	
	$ 21,222	$ 16,930
Average common shares outstanding before common equivalents	86,108	84,436
Common equivalent stock options	1,848	1,600
	87,956	86,036
Net income per share (dollars)	$ 0.24	$ 0.20

Fully Diluted:	1995 Common Shares	1995 Income	1994 Common Shares	1994 Income
Average common and equivalent shares and net income per above	87,956	$ 21,222	86,036	$ 16,930
Common equivalent stock options	286			
	88,242	$ 21,222	86,036	$ 16,930
Net income per share (dollars)		$ 0.24		$ 0.20

Three months ended March 31,

ARTICLE 5

THIS SCHEDULE CONTAINS SUMMARY FINANCIAL INFORMATION EXTRACTED FROM THE DIAL CORP'S FORM 10-Q FOR THE QUARTERLY PERIOD ENDED MARCH 31, 1995 AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO SUCH FINANCIAL STATEMENTS.

MULTIPLIER: 1,000 Exhibit 27 Page 1 of 2 THE DIAL CORP FINANCIAL DATA SCHEDULE

FISCAL YEAR END	DEC 31 1995
PERIOD END	MAR 31 1995
PERIOD TYPE	3 MOS
CASH	13,281
SECURITIES	0
RECEIVABLES	218,911
ALLOWANCES	20,408
INVENTORY	233,132
CURRENT ASSETS	1,069,238
PP&E	1,482,085
DEPRECIATION	633,953
TOTAL ASSETS	3,682,362

Exhibit 27 Page 2 of 2

CURRENT LIABILITIES	1,882,432
BONDS	768,036
COMMON	145,663
PREFERRED MANDATORY	6,592
PREFERRED	0
OTHER SE	439,503
TOTAL LIABILITY AND EQUITY	3,682,362
SALES	337,862
TOTAL REVENUES	858,197
CGS	304,060
TOTAL COSTS	794,337
OTHER EXPENSES	11,149
LOSS PROVISION	0
INTEREST EXPENSE	18,427
INCOME PRETAX	34,221
INCOME TAX	12,714
INCOME CONTINUING	21,507
DISCONTINUED	0
EXTRAORDINARY	0
CHANGES	0
NET INCOME	21,507
EPS PRIMARY	0.24
EPS DILUTED	0.24