

Pursuant to Article 4.05 of the Collective Agreement:

**Letter of Agreement
Work Sharing for Students**

LETTER OF AGREEMENT
Between
CEP Atlantic Communications Council (CEPACC)
And
Bell Aliant Regional Communications L.P.

RE:

Work Sharing

Pursuant to Article 4.05 of the Collective Agreement, CEPACC and Bell Aliant, agree to the attached terms and conditions for student employees who wish to participate in a Work Sharing Arrangement.

Agreed to on this date, December 10, 2008 by:

For CEPACC

For Bell Aliant

WORK SHARING ARRANGEMENT FOR STUDENTS

Introduction

The workforce now requires more flexibility to keep up with the rapidly changing pace of the work environment and also to help meet lifestyle needs. Some of these lifestyle needs are family related, allowing parents to spend more time with their children or elderly parents. Other employees would like to pursue educational goals or leisure activities, while still others would like to “ease” into retirement more slowly.

Not only are the expectations of employees growing, but companies are facing bigger and bigger challenges - to be profitable, yet continue to meet the increasing expectations of both their employees and their customers. Companies who are responsive to both employee and customer needs will continue to attract and retain the best employees.

To allow for the all provinces to adopt this arrangement, the Company and the CEPACC agree to cap the number of student work sharing arrangements at 50 (100 employees) BellAliant wide. The Council and the Company will agree on the distribution of these arrangements so as to ensure that all 4 provinces will be able to have student employees participate in this arrangement. Disputes arising from a situation where there are more student applicants than available for Student Work Sharing Arrangements will be settled on the basis of the timing of the application as decided between the Company and the Council.

It is also intended that by students working these shifts they will remain current in their training and will be able to provide vacation relief during the summer (May to September) vacation period and possibly at Christmas and Study Break and at any other times of the year that are popular vacation times for regular employees.

The intention of this work sharing arrangement for students is that they will be working primarily evenings, nights and weekends in order to allow regular employees who prefer not to work these shifts to have more of these shifts off. The Student Work Sharing arrangement can continue to exist in the May to September time period, although many students may work close to full time hours in order to provide vacation relief for regular employees. It may be necessary that students working in these summer months, work weekdays and day shifts in order to provide this summer vacation relief. Even in the summer, students should be working evening, night and weekend shifts so as to reduce the number of these shifts that full time employees have to work at this time of year. However, the safety of all employees must always be considered, when scheduling them for work. Consideration must be given to the experience levels of the students doing the work.

The intention is to not just employ students or provide them with shifts when they are available. The student’s availability must align with the workload staffing

requirements of their workgroup and should be targeted toward evening, night and weekend shifts, and in the summer and Christmas period when regular employees wish to take vacation.

This arrangement will allow for better opportunities to meet peak work-load demands and will allow for succession planning, coaching, mentoring and development of employees. Student employees should also be aware of safety modules where applicable. This should also allow for better evaluation of students for possible long-term permanent employment and should keep students current and able to provide maximum productivity as soon as they move into a full time role as a summer student providing summer vacation relief.

With sixty (60) days written notice, either the Company or the Council may initiate a re-negotiation of this agreement, should changes be necessary.

Definition

Work Sharing for students is defined as 2 student employees sharing a minimum 22.5 hour work week, in every week that the students are required to work. The hours will be shared equally wherever possible, but there is no requirement for students to split the minimum number of hours of work each week they are scheduled.

An eligible employee is defined as a student employee who at the time of applying for work sharing arrangement for students, is a student employee and continues to meet the definition of a student as long as they participate in a student work sharing arrangement.

Students in work sharing arrangements must work a minimum of 15 hours in a calendar month.

An employee must be a student in order to participate in the work sharing arrangement for students. In order to be considered a student, an employee must be enrolled in at least 3 full courses at a recognized University or College.

A work sharing arrangement requires that the 2 Student employees be in the same classification and Reporting Area and/or Work Scheduling group.

Commitment

Work sharing is an important consideration for both the student employee and the Company. A student employee considering a student work sharing arrangement must fully understand the commitment as expressed in the terms and conditions of the student work sharing guidelines. In an effort to meet this requirement, the student employee must meet with an Executive of the Local to ensure their full understanding of this commitment. This commitment will contribute to the credibility of this program and best serve the concerns of all parties involved.

The decision to work share affects other parties as well. The immediate supervisor must consider the operational impact in the work group so that the employees, other departments and our customers - both internal and external - are not negatively impacted. The Company makes the final determination on whether a student work sharing arrangement is suitable for a particular work environment. There is no obligation on the part of management to approve a student work sharing arrangement if they do not see such an arrangement working in their area.

Scheduling Structure

Under a student job sharing arrangement, both the duties and responsibilities of a single part time position are divided (not necessarily equally all the time) to provide total job coverage. To consider all factors related to benefits and collective agreements, the following schedule must be followed.

In any scheduling week that either student employee in a work sharing arrangement is scheduled to work, the total number of hours worked between both student employees cannot be less than 22.5 hours and cannot exceed 96 hours. The number of hours in any 1 week that a student employee works cannot exceed 48 hours.

Student Work Sharers are not eligible for SDO's as they do not meet the requirements of Article 27.02 (f).

Student Work Sharers will be encouraged to work at least 1 shift every 2 weeks.

Initiating a Student Work Sharing Arrangement

A student employee(s) fills out a Work Share Application Form for student employees and forwards it to Human Resources to express an interest in job sharing. Initiating a request does not guarantee a student work sharing position. This student Work Share Application Form can be obtained from Connexion.

- a. Managers in each work group will determine whether a student work sharing arrangement would be feasible based on the following criteria:

- the work must be shared in a manner which would provide a minimum of part-time coverage each Scheduling Week, whenever any work is required to be scheduled through the year
- customer service levels must be maintained
- quality service must continue to be provided to our customers
- productivity must be maintained
- deadlines must continue to be met
- appropriate communication tools must be available for the work sharers and the manager (voice mail, if required, etc)
- minimum training required

b. If the manager determines that a student work sharing arrangement can be established in the workgroup, they will approach their Senior Manager seeking approval for the arrangement and for a defined number of students to participate in the arrangement.

c. The Senior Manager will provide a copy of the request and their approval to allow a student work sharing arrangement(s) to Human Resources for processing.

d. Human Resources will process all applications for Student Work Sharing and will match suitable candidates to Senior Managers based on the number of Work Sharing Arrangements that are available in the Reporting Area

e) Human Resources will match suitable applications to the work share arrangement and confirm the details with the Senior Manager responsible for the work sharers

f) Notification of all student work sharing arrangements must be sent to The Labour Relations Coordinator in Labour Relations and the Member Local of the Council. The Labour Relations Coordinator will conduct regular follow up on each student work sharing arrangement, to ensure that two students are still sharing hours according to the terms of this agreement. Any discrepancies will be identified to the appropriate Senior Manager and to the Member Local.

Terminating a Work Sharing Arrangement for Students

Both of the selected candidates in the student work sharing arrangement have committed to a minimum of a 1 year term. If one of the students leaves the arrangement for any reason, at the end of a one month transition period, the other student must work the required minimum 22.5 hours any week that hours are scheduled until another student is placed in the arrangement by Human Resources.

If one of the student work sharers is successful on a job posting, by the end of a one month transition period, the remaining student work sharer must work a minimum of 22.5 hours in any week that they work and a maximum of 48 hours in any week in which they work, until another student is placed in the arrangement by Human Resources.

If the Company wishes to cease the student work sharing arrangement, both student work sharers are returned to part-time student employees in the work group, and will each be required to work the minimum of 22.5 hours per week in any week they are scheduled to work. Notice will be provided to the employees by their manager that the arrangement will cease. At least 4 weeks notice will be provided to the impacted employees.

In addition, notification of the termination of a work share arrangement will be sent to:

Human Resources - Labour Relations Coordinator and the Member Local of the Council.

Terms and Conditions

Student employees within the same classification and Reporting Area and/or Work Scheduling group, as listed in the Collective Agreement, are eligible to participate in a student work sharing arrangement. In no case, will a student participating in a Work Share arrangement exceed 975 hours of work in a calendar year.

Service and Seniority

Service will accrue as per the Collective Agreement for part time employees. Students are still temporary employees and do not accrue seniority.

Vacation

Students are temporary employees and are not entitled to receive vacation. They are paid for their vacation in their by-weekly pay based on a percentage of their regular earnings.

Paid Holidays

Student work sharing employees who are required to work on a paid holiday shall receive the greater of 1/10th basic earnings from the preceding pay period or 1/20th basic earnings from the 2 pay periods preceding the paid holiday. This payment will not exceed one full day's pay.