

**MEMORANDUM OF AGREEMENT
BETWEEN**

Bell Aliant Regional Communications LP

AND

CEP Atlantic Communications Council (CEPACC)

For the

Term Workforce July 31, 2012 to Dec 31, 2014

Logistics Technician I and Service Support Technician

Dedicated to the FibreOP™ Exception Management Model

In accordance with the Letter of Agreement on Project Term Workforce outlined in the current Collective Agreement, the parties agree to the following terms and conditions for employees (internal & external) who apply and are successful on job postings offered in relation to the FibreOP Exception Management Model.

1. The parties agree that the Term of the FibreOP Exception Management Model will commence on July 31, 2012 and end on Dec 31, 2014.
2. The Company commits that there will be 4 permanent full time SST postings in St John's, NL.
3. The parties agree that the maximum number of internal and external employees under this Term agreement will be eleven as per the table below:

Table 1- Warehouse

<u>Warehouse</u>					
<u>Classification</u>	<u>Location</u>	<u>Posting Type</u>	<u>Quantity</u>	<u>Posting Type</u>	<u>Quantity</u>
Logistic Technician 1	St John's Nfld	Permanent Regular Fulltime	0	Internal Term	2

<u>Transfer of Employees to this Term</u>	<u>Quantity</u>
Existing Temporary employee transferred to Term	1

Total number of Term employees is 3, two internal postings and 1 transfer

Note: The 2 Logistic Technician jobs will be posted simultaneously internally and externally. If we have two qualified internal candidates accept the external posting will be cancelled.

Table 2- Dispatch

<u>Dispatch</u>							
<u>Classification</u>	<u>Location</u>	<u>Posting Type</u>	<u>Quantity</u>	<u>Posting Type</u>	<u>Quantity</u>	<u>Transfer of Employees</u>	<u>Quantity</u>
Service Support Technician	St John's Nfld	Permanent Regular Fulltime	4	External Term	4	Existing Temporary employee transferred to Term	0

4. This project term consists of 4 external Term postings (SST's), 2 internal Term postings (logistic Technician 1) and 1 transfer of a temporary Logistic Technicians 1 to a Term Logistic technician position. 7 total positions in the term all classifications.
5. This Project term workforce will be expected to work for the duration of the Project Term up to and including December 31, 2014.
6. The permanent regular Fulltime postings will follow our regular posting process.
7. The selection of the two Logistic Technician 1 internal hires into this Project Term workforce will be done by posting, open to all regular employees who:
 - a. meet the criteria listed in article 13.04 of the Collective Agreement;
 - b. agree to any vacation scheduling requirements which are stated in the posting/hiring process;
 - c. agree to stay in this Project role for the entire Project Term, unless they are the successful applicant on another regular job posting
 - d. The terms of Article 13.06 and 13.07 of the Collective Agreement apply to internal employees who are successful applicants on the job postings for this Project Term Workforce
8. Existing Temporary employees may apply for postings to this FibreOP Project Term workforce and will be considered external hires. If successful on the posting these employees may work the duration of this Project Term. At the end of this Project Term, any such former Temporary employee will not be re-hired by the Company as a Temporary employee for at least six months after the end of this Project

Term or after they have left the project (laid off or resigned).

9. Existing Temporary employees currently working on any existing Project Term Workforce may apply for postings to this Project Term workforce and will be considered external hires.
10. External hires associated with this FibreOP Project will:
 - a. Be subject to all aspects of the Collective Agreement applicable to Temporary employees unless specified within this MOA.
 - b. After 6 months in the role, and continuing through this Project Term, external hires will receive the progression increases in accordance with the terms of the Collective Agreement, similar to a regular employee;
 - c. External hires will not be eligible to participate in the Company's pension plan, employee concession plan, the employee stock purchase plan, or any other company benefit plan with the exception of the flex connect plan.
 - d. External hires will have no guarantee of any further employment after this Project Term.
 - e. External hires will not have the right to post to any other position during this Project Term, except for permanent SST roles and Logistic Technician 1 roles that are posted during the duration of the Term.
 - f. External hires will be paid according to the pay scale appropriate to their classification as of their time of hire.
 - g. External hires, will not be considered eligible to apply for another Temporary position until 6 months after the conclusion of this Project Term or 6 months following their termination or resignation from this Project.
11. If the Company decides to backfill for existing employees who post to the FibreOP Project Term, they will be back filled by either a Temporary hire or a temporary reassignment, and any such Temporary hire or temporary reassignment may last the entire Project Term, regardless of the limits in the Collective Agreement.
12. Each employee in this Project Term Workforce will be assigned a Reporting Centre for the purposes of determining expenses. Existing employees who post into any Project Term position will not be entitled to relocation costs.
13. Existing regular employees who apply and are successful on these Project Term postings will take their current vacation with them in 2012 and will choose their vacation for 2013-14 based on their new workgroup associated with this Project Term. For purposes of this agreement, the vacation scheduling group will be defined as the group of employees within a classification hired to work on this Project Term regardless of location. The periods of June 1st to September 30th will be excluded

from the 2013-14 vacation period for these Project Term employees. External employees hired into the Project Term will be paid in lieu of vacation for the first 12 months of their employment, but will be eligible to schedule vacation for the remaining Project Term months in 2013 (prorated).

14. For existing regular employees who post to this Project Term Workforce into a different classification than their current one, the time worked in the classification amounts to "experience" in the classification for the purposes of article 12.11 and for subsequent job postings for the purposes of SELQ's.
15. External employees who post into this Project Term will be able to utilize the time spent working in their classification during this Project Term, as experience for any future job postings.
16. At the end of this Project Term, the existing regular employees who post into this Project Term workforce will:
 - a. return to their previous position, unless they have posted out to a new regular position; and
 - b. when returning to their previous wage scale, return to a step that is no lower than the step the employee would have achieved had they not posted to this Project Term Workforce.
17. External hires associated with this FibreOP workforce will be considered external hires for the purposes of any future job postings at Bell Aliant. If the employee is hired as a regular employee in the future, Article 11.10 will apply with respect to bridging of service and seniority.
18. Employees will be provided one (1) month notice due to change of workforce requirement if they are no longer required to complete full term of this contract.

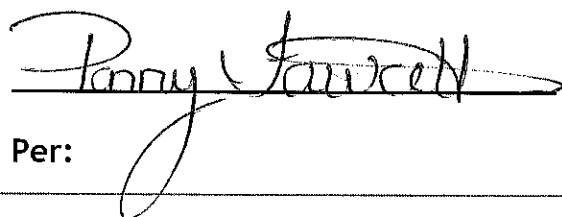
AGREED this 31 day of July, 2012.

BELL ALIANT

CEPACC ATLANTIC
COMMUNICATION COUNCIL



Andrew Pothier
Per: Alan Fenerty



Per: