

MEMORANDUM OF AGREEMENT

BETWEEN

Bell Aliant Regional Communications LP

AND

CEP Atlantic Communications Council (CEPACC)

For the

Term Workforce

Dedicated to the FibreOP™ Build Team

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 end on December 31, 2013.
2. The parties agree that the maximum number of internal and external resources associated with this Project Term Workforce will be 5 employees as indicated below:

Classification	Location	Type	Quantity	Type	Quantity	Total	Language
Admin Rep 1	Halifax	External	1		1	1	English
Line Tech	Antigonish			Internal	1	1	English
Line Tech	Truro	External	1	Internal	1	2	English
Line Tech	Topple Dr	External	1		1	2	English
Total						5	

This Project Term workforce will comprise of external hires and internal hires who post into roles with this Project, subject to the proportions agreed upon. Where meeting this proportion proves impossible because there are not enough internal or external applicants, the proportion required is waived. However, where there are additions to the Project Term workforce during the Project Term, including replacement where vacancies are created, such additions will be in accordance with the proportion originally agreed. There will not be any manipulation of the composition of the Project Term Workforce for any Project through the timing of the internal and external hiring

3. This Project term workforce will be expected to work for the duration of the Project Term up to and including December 31, 2013.
4. The selection of 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
5. 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).
6. 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 progressional 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.
 - 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.

7. 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.
8. 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.
9. 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 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 2012 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). For purposes of scheduling 2014 vacation, internal employees will schedule their 2014 vacation in their former workgroup.
10. 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.
11. 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.
12. 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.
13. 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.

AGREED this 21 day of February, 2012

BELL ALIANT

CEPACC ATLANTIC
COMMUNICATION COUNCIL



Per:



Per: