

MEMORANDUM OF AGREEMENT
LIMITED RETIREMENT OFFER

B E T W E E N:

BELL ALIANT REGIONAL COMMUNICATIONS, L.P.
(the "Company")

- and -

CEP ATLANTIC COMMUNICATIONS COUNCIL
(the "Council")

Whereas the Company and the Council agree that it would be mutually beneficial to allow a certain number of bargaining unit employees to voluntarily resign their employment;

And whereas the Collective Agreement signed between the parties (the "Collective Agreement") allows them to negotiate and agree in writing upon voluntary severance initiatives, in the form of a Limited Retirement Offer ("LRO");

Now therefore the parties, on a without prejudice basis, agree as follows:

1. The Company will offer an LRO that will be open to retirement-eligible employees within specific groups designated by senior vice-president, subject to a cap per group which will be agreed upon by the parties.
2. Limited Retirement Offer:
 - a. All retirement-eligible employees who report up to the senior vice-presidents designated below will be able to apply for the LRO.
 - b. "Retirement-eligible" means eligible to retire with an unreduced pension as of April 30, 2009. Retirement can occur from either the DB or the DC pension plans. No bridging of service will be permitted under the terms of the LRO.
 - c. Employees, who retire under the LRO, will be paid out for any unused vacation entitlement at the time of their retirement.
 - d. The Limited Retirement Offer will be announced on March 26, 2009. Eligible employees will have until May 1, 2009 to apply for the LRO. The choice to apply for the LRO will be permanent and

irreversible after the deadline. There will be no extensions to this deadline.

- e. Applications for the LRO will be accepted on the basis of seniority within the designated senior vice-president group, subject to a cap for each designated senior vice-president group as determined by the Company. The cap for each designated senior vice-president group will be as set out below.
- f. On May 8, 2009, the Company will notify employees who apply for the LRO whether their application is accepted or not.
- g. Any employee, whose application for the LRO is accepted, will resign their employment on a date in June of 2009, as determined by the Company. However, there will be cases where employees may be required by the Company to put off their resignation to a later date due to business requirements, but in no case will an employee be retained beyond December 31, 2009.
- h. The designated senior vice-president groups and caps will be as follows:
 - i. Chuck Hartlen: 75
 - ii. Heather Tulk: 35
 - iii. Glen Leblanc/Fred Crooks: 8
- i. The LRO payment will be a lump sum payment of 52 weeks of pay.
- j. Employees who have retired from a designated senior vice-president group since January 1, 2009, or who, on the date of signing of this MOA, already have an approved retirement application for a retirement date in 2009, will be considered for the Limited Retirement Offer. Any such cases will be considered outside of the cap for that senior vice-president group, and only after the cap has been applied. In such cases, employees will be given the LRO if their seniority is equal to or better than the most junior person who was given the LRO in the relevant senior vice-president group. Seniority for these employees will be calculated as if they had remained employed.

3. Other terms

- a. The Company confirms that should any other retirement offer be presented to bargaining unit employees in Atlantic Canada on or before December 31, 2011, and the payment is greater under the later retirement offer, employees who retire under this LRO will retroactively be entitled to the difference between the payment in this LRO and the greater payment. For further clarity, a

“greater payment” refers to a comparison of the number of weeks’ pay, and not the monetary amount of the payment.

- b. Employees who are offered the LRO are eligible to receive financial assistance with the costs of financial planning advice they may seek with respect to the offer. Employees who are considering the LRO and who consult with a financial advisor, are eligible to be reimbursed for up to \$200 for financial planning services, upon producing a receipt for services received from a financial planning professional. They will be reimbursed either through their final financial settlement package upon retirement from the Company, by submitting a claim through Ariba, or through their manager.
- c. Employees will not be eligible for, or offered, the LRO if they are in receipt of LTD benefits or if they are on an approved Leave of Absence or in receipt of WCB income benefits for more than 12 months.
- d. If the Company determines that there is a need to backfill retiring employees, it will be done by way of transfer or posting, in accordance with the Collective Agreement.
- e. The parties agree that, if anything in this Memorandum of Agreement is in conflict with the Collective Agreement, this Memorandum of Agreement overrides and there will be no grievances. However, any alleged violation of this Memorandum of Agreement may properly be the subject of a grievance.

For The Council:

For the Company

In Halifax, as of March 13, 2009.