

MEMORANDUM OF AGREEMENT

B E T W E E N:

Bell Aliant Regional Communications LP
(the "Company")

- and -

Communications, Energy and Paperworkers Union of Canada, Atlantic Communications
Council
(CEPACC)

Whereas the Company and the Council are bound by the terms of a collective agreement concluded on June 21, 2007 ("the Collective Agreement");

And whereas the Company has a requirement for a temporary Consumer Service Technician ("CST") workforce in specific cities in Atlantic Canada through the use of temporary employees (the "Temporary CSTs");

And whereas the Temporary CSTs will be required for a period ending no later than December, 31 2008(the "Temporary Period");

And whereas the Collective Agreement restricts the duration of assignment of a temporary employee;

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

1. The Company will fill its current requirement for Temporary CSTs as follows:
 - a. No more than 50% through external hiring of temporary employees (the "External Employees");
 - b. No less than 50% through temporary reassignment (the "Internal Employees"), by posting, open to all regular employees who:
 - i. meet the criteria listed in Article 13.04 of the Collective Agreement;
 - ii. agree to the possibility of extensive travel in the Temporary CST role, which requirement will be stated in the posting;
 - iii. agree to stay in the Temporary CST role for the entire Temporary Period, unless they are the successful applicant on another regular job posting.
 - iv. agree, where the employee is scheduled to take vacation during the Temporary Period, to take a maximum of 50% of any scheduled vacation during the Temporary Period and to reschedule the remaining 2008 vacation entitlement in the first quarter of 2009, when they will be returned to their former position. The Company will ensure that additional vacation time is

available in the first quarter of the 2009 vacation schedule to accommodate temporarily reassigned Internal Employees. Internal Employees vacations will be scheduled on the basis of seniority within the scheduling group.

- c. The temporary requirements will initially be filled according to the city breakdown that follows. The Company commits to filling the minimum number of roles within each city, but as other options will be used to meet staffing requirements for peak workload periods, the maximum number of roles identified for each city may vary. The Company does commit to maintaining the overall 50% split between internal temporary reassignment and external hiring regardless of the number of temporary positions filled. The Company will post the internal and external temporary positions in equal numbers. Durations of the temporary CST roles may vary given the timelines associated with the internal and external posting processes, but in any case will end no later than December 31st, 2008.

City	Internal Temporary Posting	External Temporary Hire	Total Temporary Hiring
HRM	Minimum 3 Maximum 10	Minimum 3 Maximum 10	Minimum 6 Maximum 20
St. John's	Minimum 3 Maximum 10	Minimum 3 Maximum 10	Minimum 6 Maximum 20
Moncton	Minimum 3 Maximum 10	Minimum 3 Maximum 10	Minimum 6 Maximum 20
Saint John	Minimum 1 Maximum 5	Minimum 0 Maximum 5	Minimum 1 Maximum 10

- d. Bilingualism will be considered an asset for all positions, however bilingualism will be a requirement for no more than 75% of the positions posted for Moncton.
 - e. If the Company decides to replace a Temporary CST pursuant to Paragraphs 8, 9 or 10 of this Agreement, the Company shall first obtain the consent of the Council as to the city of any replacement Temporary CST's, which consent shall not be unreasonably withheld.
 - f. If the Company is unable to fill the internal and external vacancies according to the ratios defined above, the Company and the Council agree to have a discussion regarding whether there is a requirement to adjust the ratios in order to fill the vacancies.
2. The Company shall, in its sole discretion, determine the duration of the Temporary Period for any Temporary Employee, but in every case the the Temporary Period shall not extend beyond December 31st, 2008.

3. Internal Employees will not be entitled to any relocation costs as a result of successfully posting into a Temporary CST role.
4. Internal Employees, who are successful on the posting to the Temporary CST role, will not be permitted to use the experience gained through the temporary posting, when being considered for future job postings.
5. Internal Employees, who are successful on the posting to the Temporary CST role, will schedule their 2009 vacation in the vacation schedule of their regular workgroup.
6. In relation to the Temporary CSTs hired or temporarily reassigned under this agreement and in recognition of the requirement for a Temporary Period ending no later than December 31st, 2008, the Company and the Council agree as follows:
 - a. The regular Collective Agreement limitations on the term of temporary employees will be extended to end no later than December 31st, 2008 for the External Employees, beginning from the hiring date of the External Employee;
 - b. Any posted Temporary CST positions are understood to be temporary postings, for a period ending no later than December 31st, 2008.
7. Temporary CSTs will only be assigned the work of a CST.
8. The Company will have the right to backfill every Internal Employee either through hiring another temporary employee or through using temporary reassignment. Temporary employees hired to backfill for Internal Employees may be hired for a period ending, or have their current temporary employment extended to, a date no later than December 31st, 2008. In no case will the total period of temporary employment exceed 9 months.
9. If an External Employee posts into another job through the job posting process, or ends their employment of their own accord, and the Company decides to replace the External Employee, the replacement may be selected through an external hire, and will be considered an External Employee under this Agreement with a term of employment not to exceed the remainder of the unused original 9 months.
10. If an Internal Employee posts into another job through the job posting process, or ends their employment of their own accord, and the Company decides to replace the Internal Employee, the replacement will be selected through an internal posting, and will be considered an Internal Employee under this Agreement with a term of employment not to exceed the remainder of the unused original period. If it is not possible to fill the internal

postings with enough qualified, internal applicants, the Company and the Council will meet to discuss the overall numbers of Temporary hires.

11. Should the Company terminate the employment of an Temporary CST:
 - a. for just cause, and the Company decides to replace the Temporary CST, the replacement will become a Temporary CST under this Agreement with a term of employment not to exceed the earliest of the remainder of the unused original period, or December 31st, 2008;
 - b. for any reason other than just cause, the Company shall not be entitled to replace that Temporary CST role;
 - c. notwithstanding any other provision of this agreement, the Company shall be entitled to terminate the employment of any or all of the External Employees at any time provided that the Company shall comply with the provisions of Article 31.08 of the Collective Agreement.
12. The Company will remit quarterly reports to the Council, identifying all Temporary CSTs, and identifying any replacement employees.
13. The Internal and External Employees will receive applicable progressional increases and wage increases during the Temporary Period pursuant to the Collective Agreement.
14. At the end of the Temporary Period, Internal Employees will:
 - a. return to their previous positions, unless they have posted out to a new regular position;
 - b. when returning to the previous wage scale, return to a step that is no lower than the step the employee would have achieved had they not been temporarily reassigned.
15. With respect to External Employees hired under this agreement:
 - a. External Employees are subject to all aspects of the Collective Agreement applicable to temporary employees unless this Agreement gives them other specific rights;
 - b. After 6 months in the role, and continuing through their period of temporary employment, the External Employees will receive the

progressional increases in accordance with the terms of the Collective Agreement;

- c. The External Employees shall not be eligible to participate in the Company's pension plan, the employee concession plan, the employee unit purchase plan, or any other company benefit plan with the exception of the Flexconnect plan;
 - d. The Company has the right to rehire these External Employees for a new temporary assignment in 2009 before the normal 6 month waiting period has expired. By the end of January of 2009, the Company will provide a list of External Temporary CST's it will rehire before the normal 6 month waiting period has expired.
16. This Agreement can only be extended upon mutual agreement of the parties and with the written approval of the Council.
17. Except as modified by this Agreement, the provisions of the Collective Agreement continue to apply with respect to the Temporary CST's.
18. Any violation of this Agreement can be grieved using the grievance and arbitration processes outlined in the Collective Agreement.
19. This agreement will expire on June 30th 2009.

AGREED this ____ day of April, 2008.

Bell Aliant Regional Communications LP

Communications, Energy and
Paperworkers Union of Canada,
Atlantic Communications Council

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