

**MEMORANDUM OF AGREEMENT
BETWEEN**

Bell Aliant Regional Communications LP

AND

CEP Atlantic Communications Council (CEPACC)

For the

Term Workforce Oct 2,2012 to Dec 31, 2014

Assignment Network Representative 1

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 Oct 2, 2012 and end on Dec 31, 2014.
2. The Company commits that there will be 10 permanent full time Network Representative 1 and 14 external Term Network Representative 1 as per Table 1
3. The parties agree that the maximum number of internal and external employees under this Term agreement will be 24 as per the table below:

Table 1- Assignment

| Region | Permanent Headcount | Term Headcount |
|---------------|----------------------------|-----------------------|
| NS | 1 | 2 |
| NB | 3 | 10 |
| PE | 1 | 2 |
| NF | 5 | 0 |
| Totals | 10 | 14 |

Note- the 10 Permanent jobs will be posted internally, with 2 of the Moncton postings being bilingual

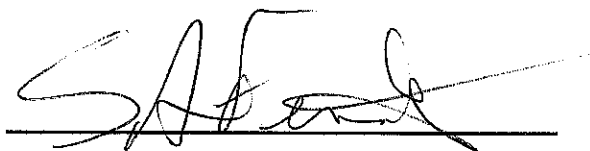
4. This Project term workforce will be expected to work for the duration of the Project Term up to and including December 31, 2014.
5. The hiring of the 10 permanent Network Representative 1 positions into this Project Term workforce will be done by posting, open to all regular employees who:
 - a. meet 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
6. Existing external Term Network Representative 1 employees will be eligible to 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).
7. Existing Temporary Network Representative 1 employees currently working on any existing Project Term Workforce may apply for postings to this Project Term workforce and will be considered external hires.
8. 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 Network Representative 1 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.
9. 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).
10. Each employee in this Project Term Workforce will be assigned a Reporting Centre for the purposes of determining expenses.
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. 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.
13. 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.

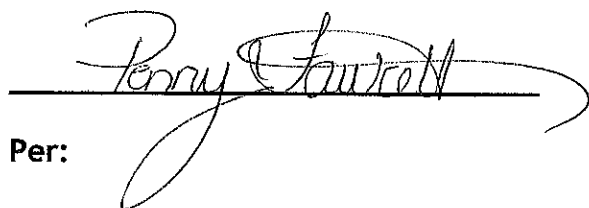
AGREED this 2nd day of Oct 2012.

BELL ALIANT

CEPACC ATLANTIC
COMMUNICATION COUNCIL



Per:



Per: