

MEMORANDUM OF AGREEMENT
BETWEEN

Bell Aliant Regional Communications LP

AND

CEP Atlantic Communications Council (CEPACC)

For the

Term Workforce March 5, 2013 to December 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 March 5, 2013 and end on December 31, 2014.
2. The Company commits that there will be four (4) permanent full time Network Representative 1 and eight (8) external Term Network Representative 1 as per Table 1
3. The parties agree that prior to filling the four (4) permanent positions that Permanent Restricted Employees who meet the SELQ's and have a reporting center in Moncton, Kentville, Charlottetown, or St. John's/Mount Pearl will be considered. For each posting filled by restricted employees, the quantity of permanent postings will be reduced by one (1).
4. The parties agree that all active Assignment Terms will be reviewed at the end of the first quarter of 2014 to provide an update and determine any staffing requirements.
5. The parties agree that the maximum number of internal and external employees under this Term agreement will be twelve (12) as per the table below:

Table 1- Assignment:

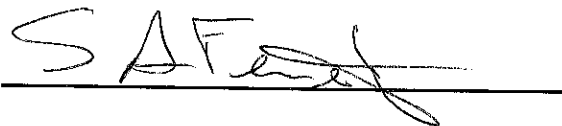
Region	Permanent Headcount	Term Headcount
NS-Kentville	1	2
NB- Moncton	1	2
PE- Charlottetown	1	0
NF-St John's	1	4
Totals	4	8

6. This Project term workforce will be expected to work for the duration of the Project Term up to and including December 31, 2014.
7. Any hiring requirements, beyond placement of any Restricted employees, for the four (4) 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.
8. 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.
9. 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 six (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 six (6) months after the conclusion of this Project Term or six (6) months following their termination or resignation from this Project.
10. For purposes of this agreement, the vacation scheduling group will be defined as the group that is comprised of all employees in all active Assignment Terms, within a classification hired to work 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 twelve (12) months of their employment, but will be eligible to schedule vacation for the remaining Project Term months in 2013 (prorated).
11. Each employee in this Project Term Workforce will be assigned a Reporting Centre for the purposes of determining expenses.
12. 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.
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.
14. 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 14th day of March 2013.

BELL ALIANT



Per: Alan Fenerty

**CEPACC ATLANTIC
COMMUNICATION COUNCIL**



Per: