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COLLECTIVE AGREEMENT

BETWEEN

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA
(CEP)

AND

BELL ALIANT REGIONAL COMMUNICATIONS L.P.

COMMUNICATIONS SALES EMPLOYEES

Bell Aliant

EFFECTIVE FROM _____ TO JUNE 30, 2010



14034 (01)

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COLLECTIVE AGREEMENT

THIS AGREEMENT is made in duplicate this _____ of _____

BETWEEN

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA, the duly certified bargaining agent, hereinafter referred to as the "Union",

OF THE FIRST PART

- and -

BELL ALIANT REGIONAL COMMUNICATIONS L.P., hereinafter called the "Company",

OF THE SECOND PART.

ARTICLE 1
EMPLOYMENT EQUITY

Workforce Diversity

1.01 (a) The Company and the **Union** recognize the importance of achieving equity in the workplace so that all employees are treated fairly and are provided the opportunity to achieve their full potential.

(b) This means that women, aboriginal peoples, persons with disabilities and persons who are, because of their race or colour, in a visible minority in Canada may require the implementation of special measures and the accommodation of differences to overcome unintentional discrimination. In a similar vein, the Company and the **Union** recognize the need for greater awareness and acceptance of the diversity of our workforce.

Discrimination

1.02 The Company and the **Union** agree that they will not threaten, intimidate or unlawfully discriminate against an employee for reasons of that employee's pregnancy, race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability, political affiliation with a legitimate political party, conviction for which a pardon has been granted or for exercising any rights under this Collective Agreement. Furthermore, the Company and the **Union** are committed to working together to ensure a workplace which is free from all harassment.

1.03 The Company will not discriminate against an employee because of membership in the **Union** or activity authorized herein on behalf of the **Union**.

1.04 Use in this Agreement of the masculine or feminine gender shall be construed as including both male and female employees, and not as specific sex designations.

ARTICLE 2
DEFINITIONS

2.01 For purposes of this Agreement,

(a) "Employee" means a person employed by **Bell Aliant** to do work in any of the occupations listed in Appendix A, but does not include a person who:

- (1) is employed in a confidential capacity in matters relating to industrial relations, or
- (2) employed as an occasional employee, or
- (3) exercises management functions ("**Manager**").

(b) "Regular Employee" means an employee whose employment is reasonably expected to continue for longer than one (1) year, although such employment may be terminated earlier by action on the part of the Company or the employee.

(c) "Regular Term Employee" means an employee engaged for a specific project or a limited period which is expected to continue for more than twelve months but may terminate upon completion of the project or at the end of the period.

(d) "Temporary Employee" means an employee who is engaged on the understanding that the period of employment is expected to continue for more than three (3) weeks but not more than two (2) years.

(e) "Full-time Employee" means an employee who is normally required to work the basic hours of work.

(f) "Part-time Employee" means an employee who is normally required to work less than the basic hours of work.

(g) "Occasional Employee" means an employee who is engaged on the understanding that the period of employment will not exceed 45 days in a calendar year.

(h) "Probationary Employee" means an employee who has worked less than 130 days or who has less than 12 months of net credited service. As soon as one (1) of these two (2) terms is completed, the employee will no longer be considered a probationary employee.

(i) "Tour of Duty" means the number of basic hours of work which an employee is scheduled for the day.

(j) "Half Tour of Duty" means one-half the duration of a tour of duty.

(k) "**Steward**" means an employee who has been elected to represent a group of employees, and whose election as such has been certified by the **Union** to the Company.

(l) "Headquarters" means a locality listed in Appendix B in which the employee is assigned a reporting location for the days when office presence is required.

ARTICLE 3 WAGE ADMINISTRATION

Basic Rates of Pay

3.01 (a) The basic rates of pay for the occupations covered by this Agreement are set forth in Appendix C.

(b) Where a new occupation is added to the unit, the basic rate of pay and wage schedule applicable to that occupation shall be determined by the Company. The **Union** shall be notified by the Company of the basic rate of pay and new or amended wage schedule applicable to that occupation.

3.02 The basic rates of pay for employees who work less than the basic hours per week shall not be less than the pro rata proportion of the basic rates of pay hereby established.

Wage Increases

3.03 The time interval from one (1) step to the next on the wage schedules shall be **twelve (12)** months.

3.04 The time interval shall begin, for an employee who is engaged or re-engaged:

(a) between the first and fifteenth day of a month inclusive - on the first day of that month;

(b) on or after the sixteenth day of a month - on the first day of the following month.

3.05 Wage increases shall be granted on the basis of satisfactory performance as determined by the Company, and may be granted at intervals specified in the wage schedules in Appendix C, or may be deferred for a period determined by the Company.

3.06 Where an employee's wage increase is deferred, or his basic rate of pay is reduced, he shall be informed of the reasons for such action.

3.07 Increases or decreases in the basic rates of pay shall not be made effective while an employee is absent due to leave, accident, sickness or quarantine.

3.08 The effective day for an increase shall be the first day of the biweekly pay period closest to the first day of the month.

3.09 A newly hired or transferred employee who has had previous sales experience, relevant training or educational background, may be paid by the Company at a higher rate than those called for by the wage schedule where, in the Company's judgment, such rates are appropriate.

Pay Days

3.10 An employee shall be paid through direct deposit every alternate Friday an amount including his basic rate of pay, pay for overtime worked and other additions in pay for the two-week (2) period ending the Saturday previous to the pay day. Pay will be adjusted for unpaid absences which occurred during such earlier two-week (2) period.

Promotional Pay Treatment

3.11 On promotion from one (1) occupation to another, an employee's pay treatment shall be in accordance with applicable Company practices. The employee shall receive a promotional pay treatment of at least 5%.

Temporary Work Assignments

3.12 Where an employee is temporarily assigned to a higher rated occupation for a period in excess of one (1) week, and where he is required to assume all the responsibilities of the higher rated occupation, pay treatment for the period of such temporary assignment shall be in accordance with Section 3.11.

ARTICLE 4 SENIORITY

4.01 The Company recognizes its responsibility to an employee who has a long service record and agrees to give consideration to the length of service of an employee in matters affecting him, to the extent that in its judgment circumstances will permit, having due regard to Company operations.

4.02 Seniority, for the purposes of this Agreement, shall be determined by the net credited service as shown on the Company records.

ARTICLE 5 HOURS OF WORK

Full-time Employees

5.01 The basic hours of work per day for a Full-time employee shall be seven and one-half (7 1/2) hours, except where the work week is spread over six (6) days in accordance with Section 5.02.

5.02 The basic hours of work per week for a Full-time employee shall be 37 1/2 hours on the basis of a five (5) day week. However, the Company reserves the right to spread the basic hours of work over six (6) days when and where it considers necessary.

Part-time Employees

5.03 The hours of work for employees who are required to work less than the basic hours shall be determined by the Company.

Overtime

5.04 An employee who is required to work one-half hour or more in excess of the basic hours for the day, or for the week, shall receive payment at the employee's hourly rate multiplied by one and one-half (1 1/2) times the excess hours worked.

Assignment of Tours of Duty

5.05 Each employee shall be assigned to his tours of duty by the Company, giving due consideration to business requirements as defined by Company practices and the employee's seniority within the work group as defined by the Company.

ARTICLE 6
HOLIDAYS AND DAY OFF WITH PAY

Holidays

6.01 The following shall be recognized as Company holidays:

New Year's Day Good Friday Easter Monday Victoria Day National Holiday (June 24th - Québec only) Canada Day (July 1st)	Civic Holiday (Ontario only) Labour Day Thanksgiving Day Christmas Day Boxing Day (Dec. 26th)
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6.02 National Holiday (Québec only) and Civic Holiday (Ontario only) are substituted respectively for Remembrance Day.

6.03 To meet general custom in a particular community, another holiday may be substituted for any of the recognized Company holidays listed above.

6.04 Where a Company holiday falls on a Sunday, the Monday immediately following shall be observed as the holiday.

6.05 Where a Company holiday falls on a day Monday to Friday inclusive, it shall be included in the weekly schedule for all employees for that week.

6.06 Where a Company holiday falls on a Saturday, the Company shall either include it in the weekly schedule of an employee or shall grant another day off with pay, computed in accordance with the provisions of Section 6.11, outside the period of the annual vacation at a time determined by the Company.

6.07 Notwithstanding the provisions of Sections 6.05 and 6.06, the observance of the Boxing Day holiday shall be in accordance with the following:

(a) Where Boxing Day falls on a Monday, the Tuesday immediately following shall be observed as the holiday.

(b) Where Boxing Day falls on a day Tuesday to Friday inclusive, it shall be included in the weekly schedule for all employees for that week.

(c) Where Boxing Day falls on a Saturday, an employee, unless the Saturday has been included in his weekly schedule, shall be granted the day off with pay on the Monday immediately following.

Pay for Work on a Holiday

6.08 (a) Where a Full-time employee is required to work on a Company holiday which is included in his scheduled work week, he:

(i) shall be paid at his basic rate of pay for that day;

or

(ii) may be granted a holiday with pay at a time convenient to the employee and the Company, provided the employee works his basic hours for the day.

(b) In addition, he shall be paid time and one-half (1 1/2) for the time worked between midnight of the day preceding and midnight of the holiday.

6.09 (a) Where a Part-time employee is required to work on a Company holiday which is included in his scheduled work week, he shall be paid the greater of:

(i) 10% of his basic rate of pay earned for the pay period immediately preceding the holiday;
or

(ii) 5% of his basic rate of pay earned for the two (2) pay periods immediately preceding the holiday.

(b) In addition, he shall be paid in accordance with subsection 6.08 (b).

6.10 Where an employee is required to work on a Saturday holiday as a day outside his scheduled work week, he shall be paid on an overtime basis for the time worked and shall be granted another day off with pay as provided in Section 6.06.

Pay for Holiday not Worked

6.11 Where an employee is not required to work on a Company holiday which is included in his scheduled work week, he shall be granted the day off with pay, at his basic rate of pay for that day, or if a Part-time employee, the greater of:

(a) 10% of his basic rate of pay earned for the pay period immediately preceding the holiday;
or

(b) 5% of his basic rate of pay earned for the two (2) pay periods immediately preceding the holiday.

Day Off With Pay

6.12 In addition to the holidays stipulated in Section 6.01, each employee in the employ of the Company on December 1st shall be granted a day off with pay, on a day determined by the Company, at his basic rate of pay for that day, or if a Part-time employee, the greater of:

(a) 10% of his basic rate of pay earned for the pay period immediately preceding the day off with pay;
or

(b) 5% of his basic rate of pay earned for the two (2) pay periods immediately preceding the day off with pay.

6.13 The day off with pay shall be granted during the period from December 1st to the 15th of January of the following year.

6.14 Where an employee cannot be granted a day off in that period, he shall be paid one (1) additional day's pay, at his basic rate of pay, or if a Part-time employee, the greater of:

(a) 10% of his basic rate of pay earned for the pay period immediately preceding the day off with pay;
or

(b) 5% of his basic rate of pay earned for the two (2) pay periods immediately preceding the day off with pay.

ARTICLE 7 VACATIONS

NOTE:

Notwithstanding the provisions of this Article set out below, an employee's entitlement to vacation with pay for a calendar year during which an employee takes a leave of absence with net credited service, shall be as determined by the terms and conditions of the leave.

Entitlement in Year of Engagement or Re-Engagement

7.01 An employee, in the year he is engaged or re-engaged, shall be entitled to one (1) day of vacation with pay for each month of service completed in that calendar year, up to a limit of ten (10) days of vacation with pay.

For purposes of this Section:

(a) For an employee engaged or re-engaged on or before the fifteenth day of the month, service shall be counted from the first day of that month.

(b) For an employee engaged or re-engaged on or after the sixteenth day of the month, service shall be counted from the first day of the month following.

Entitlement in Subsequent Years

7.02 An employee, in the years subsequent to his year of engagement or re-engagement, shall first become entitled to a vacation with pay in accordance with the table below, in the year in which he is to complete the required number of years of service. The same entitlement applies to each subsequent year, until a higher entitlement is attained as indicated in the table below:

Years of Net Credited Service	Weeks Of Vacation
1	3
10	4
18	5
25	6

7.03 In this Article, where a calendar week falls in two (2) months, such calendar week shall be considered to be in the month in which the Wednesday of that week falls. This interpretation shall apply in determining the end of April for scheduling under the provisions of Section 7.04, or rescheduling under the provisions of Section 7.10.

7.04 All vacations are for a full calendar year. The vacation for a particular year may be scheduled during the period of January 1st of that year to the end of April of the following year, it being understood that vacation entitlement is determined in accordance with net credited service in the year for which the vacation is given.

7.05 Notwithstanding the provisions of Section 7.02, an employee who accumulates less than a full year of net credited service in a calendar year shall be entitled to a vacation with pay for that calendar year as indicated in the following table:

Full Vacation Entitlement based on Employee's Net Credited Service	3 Weeks	4 Weeks	5 Weeks	6 Weeks
Number of Day's Vacation Entitlement for each month during which an employee accumulates 15 or more days of Net Credited Service	1.5 Days Per month	2 Days per month	2.5 Days per month	3 Days Per month
Maximum Days Vacation for the Year	15 Days	20 Days	25 Days	30 Days

7.06 Where a Company holiday falls on a day of the annual vacation, an employee shall be entitled to an additional day off with pay at a time convenient to the employee and the Company.

7.07 Vacation schedules shall be prepared each year by the Company with due consideration to seniority, provided however, that such schedules shall be arranged as to cause, in the judgment of the Company, the least possible interference with efficient performance of the work. In general, vacations shall commence at the beginning of the calendar week unless the demands of the work make this impossible.

7.08 An employee shall not normally have the right to carry forward all or part of his vacation from one (1) vacation period to another, or to take vacation entitlement applicable to two (2) calendar years consecutively.

7.09 "Vacation Period" for the purposes of this Article shall mean the period of January 1st of one (1) year to the end of April of the following year.

7.10 Where an employee is taken ill or meets with an accident before leaving work on the last day of work preceding the vacation, and is prevented from taking the vacation, the Company may reschedule the vacation at a later date in the calendar year for which the vacation is given or by the end of April of the following year.

7.11 An employee shall be paid during vacation at his basic rate of pay determined in accordance with Company practice; but

(a) In the year he is engaged or re-engaged, vacation pay shall not be less than 4% of his total earnings in the entire period of current service in the calendar year for which the vacation is given;

(b) In the years subsequent to his year of engagement or re-engagement, vacation pay shall not be less than 2% of his basic pay in the calendar year for which the vacation is given, for each week of vacation

and in addition,

(i) if the employee has less than six (6) years net credited service he shall also receive 4% on any difference between his total earnings in the calendar year for which the vacation is given and his basic pay for the calendar year;

or

(ii) If an employee has six (6) or more years net credited service he shall also receive 6% on any difference between his total earnings in the calendar year for which the vacation is given and his basic pay for the calendar year.

7.12 An employee entitled to four (4) weeks or more of vacation, may request that he be granted pay for any or all weeks of entitlement in excess of three (3) weeks, in lieu of actually taking such vacation. Granting such a request will be at the Company's discretion.

Pay in Lieu of Vacation

7.13 Where an employee resigns, is laid off, is dismissed or has completed his work, he shall be granted pay in lieu of vacation for the current calendar year, calculated in the manner set forth in Sections 7.14 to 7.16 inclusive.

7.14 An employee, with less than one (1) year's net credited service or in the year he is engaged or re-engaged, shall be granted 4% of his total earnings in the entire period of current service, reduced by the amount of the pay applicable to any part of vacation taken by the employee during the same period of service.

7.15 An employee, with one (1) or more years of net credited service in the years subsequent to his year of engagement or re-engagement, shall be granted pay in lieu of vacation in accordance with the following:

Vacation Entitlement Based on Employee's Net Credited Service	Pay in Lieu of Vacation Based on Total Basic Pay for the Year to which the Vacation Applies
3 weeks	6%
4 weeks	8%
5 weeks	10%
6 weeks	12%

and in addition,

(a) If the employee has less than six (6) years net credited service he shall also receive 4% on any difference between his total earnings in the calendar year for which the vacation is given and his basic pay for the calendar year

or

(b) If an employee has six (6) or more years net credited service he shall also receive 6% on any difference between his total earnings in the calendar year for which the vacation is given and his basic pay for the calendar year.

7.16 The amount of pay in lieu of vacation to be granted in accordance with Section 7.15 shall be reduced by the amount of the pay applicable to any part of a vacation for the current calendar year taken by the employee before he left the Company's service.

ARTICLE 8 TRANSFERS

8.01 All Regular employees are eligible for transfer consideration in accordance with applicable Company practices currently in force, or as amended from time to time following consultation with the **Union**. The Company intends to fill job vacancies with qualified Company employees, whenever possible.

ARTICLE 9 SICKNESS ABSENCE

Absence Due to Sickness or Quarantine Prior to the Eighth Full Calendar Day of Absence

9.01 The Company agrees to grant the basic rate of pay to employees absent due to their sickness or quarantine, for a continuous absence prior to the eighth full calendar day of such absence.

9.02 An employee is not entitled to any pay provided under this Article for any day in which he is in receipt of, or entitled to, any pay or other benefit under any other provision of this Agreement.

ARTICLE 10 LEAVES

Leave for Child Care Responsibilities

10.01 An employee who has completed six (6) consecutive months of continuous employment with the Company shall be granted child care or adoption leave, without pay, under the conditions of eligibility set forth in the applicable Company practices currently in effect, or as amended from time to time following consultation with the **Union**.

10.02 In addition, a Regular employee who has completed six (6) consecutive months of continuous employment with the Company and who meets the conditions of eligibility contained in the applicable Company practices, shall receive an allowance under the Supplemental Allowance Plan in accordance with these same practices.

Bereavement Leave

10.03 An employee shall be granted, in the event of the death of his spouse, common-law partner, or child, bereavement leave of up to five (5) days with pay from his scheduled tours of duty that occur during the five (5) days immediately following the day of death. The term common-law partner includes same-sex partner.

10.04 An employee shall be granted bereavement leave of up to three (3) days with pay from his scheduled tours of duty that occur during the five (5) days immediately following the day of death, in the event of the death of:

- his father, his mother, the spouse or common-law partner of his father or mother;
- his brother, his sister;
- the father or mother of his spouse or common-law partner or the spouse or common-law partner of the father or mother;
- a dependant or other relative residing in the same permanent residence as does the employee;
- the child of his spouse or common-law partner.

10.05 The Company may extend the periods of bereavement leave provided for in Sections 10.03 and 10.04 to a maximum of five (5) days with pay from his scheduled tours of duty that occur during the seven (7) days immediately following the day of death, when it is necessary for the employee to leave the city in which he is employed.

10.06 An employee shall be granted, in the event of the death of his grandparent or grandchild, bereavement leave of up to three (3) days with pay from his scheduled tours of duty that occur during the five (5) days immediately following the day of death.

Personal Days Off Paid

10.07 Regular Full-time employee working in the Sales Solution Executive position will be entitled to five (5) Personal Days Off per calendar year, at his basic rate of pay for the day. Four (4) of these days will be scheduled on the basis of one (1) per quarter, and one (1) day will be scheduled over the course of the calendar year. In order to obtain his Personal Day Off for the following quarter, the employee must be on the payroll on the last day of the current quarter.

ARTICLE 11

LIVING AND TRANSPORTATION EXPENSES

11.01 The Company shall pay the necessary transportation expenses incurred on the job. It is the Company's intention with respect to living and transportation expenses that an employee be reimbursed on the basis that there will be neither financial loss nor gain to the employee for reasonable expenses incurred on the job.

11.02 When an employee is temporarily assigned to another headquarters, the Company shall pay approved living and transportation expenses to and from the locality in which he is required to work.

11.03 When the Company initiates an employee transfer within the same locality, the employee, if eligible, shall be compensated as per Company practices.

ARTICLE 12

DISCIPLINE

12.01 No employee shall be given a written reprimand or a written warning, be suspended, dismissed or demoted for disciplinary reasons except for just cause.

12.02 All disciplinary measures referred to in Section 12.01 shall be removed from an employee's record no later than two (2) years after they have been imposed.

12.03 Notwithstanding Section 12.01, the Company retains the right to terminate the employment of a probationary employee who is found by the Company to be unsuitable.

ARTICLE 13

PROBLEM RESOLUTION AND GRIEVANCES

Problem Resolution

13.01 The Company and the **Union** are committed to promptly resolving problems at the level closest to the employee concerned. To that end, the parties agree that the employee's **Steward** or a **Steward** designated by the **Union** and the **Manager** of the employee should try to resolve the difference prior to a grievance being filed in accordance with relevant provisions of this Article. The employee concerned may attend this meeting, if he so desires. The information exchanged during the problem resolution process shall be without prejudice to the positions of the parties in any grievance on the same matter.

Individual and Group Grievances

13.02 (a) Grievances of an individual employee or group of employees shall be handled by the **Union** at the request of the employee or employees, and shall be processed in accordance with Sections 13.03 and 13.04. Each grievance shall be presented to the Company within 42 calendar days from the occurrence on which such grievance is based.

(b) Where an employee has been discharged, a grievance may be presented directly in accordance with Section 13.04.

(c) All grievances shall be submitted in writing on a standard record of grievance form agreed to by the parties, and shall include:

- (i) the grievor's name and occupation;
- (ii) the date of the event giving rise to the grievance;
- (iii) the nature of the grievance;
- (iv) the remedy sought from the Company;
- (v) identification of the Article(s) allegedly violated.

Step 1

13.03 Where a grievance is handled by the **Union** at the employee's request, the employee's **Steward** or a **Steward** designated by the **Union**, shall attempt to settle the grievance with the **Regional Manager** of the grievor or such **Manager's** delegate. The grievor may attend the meeting, if he so desires. That **Manager** shall have 14 calendar days following the presentation of the grievance in which to render a decision. The **Manager** shall sign the grievance and enter the date a decision was rendered and also shall present the reasons for his decision in writing to the **Union**.

Step 2

13.04 (a) Where a grievance concerning the interpretation, administration, application or alleged violation of a provision of the Agreement has not been settled at Step 1, the grievance shall, if so desired by the **Union**, be discussed at a meeting of the Grievance Committee. Each party will designate its representatives on this Committee.

(b) Notice requesting a meeting of the Grievance Committee shall be given by the **Union** to the **Director** of Industrial Relations, or to his designate, within the 42 calendar days following disposition of the matter at Step 1. The Company members of the Grievance Committee shall have 28 calendar days following presentation of the grievance in which to render a written decision.

Policy Grievances

13.05 If the interests of the **Union** as a party to this Agreement are affected by the Company's interpretation, administration, application or alleged violation of any provision of this Agreement, the **Union** may file a grievance which shall be filed at Step **2** and signed on behalf of the **Union** by the **Union representative** and shall be identified as a Policy Grievance. Such grievances shall be processed in accordance with the relevant provisions of Section 13.04.

13.06 The Company may file a grievance at Step **2** of the grievance procedure. Such grievance shall be filed by the **Director** of Industrial Relations, or by his designate. For purposes of Company grievances, the provisions of Section 13.04 will be read and construed with necessary changes.

Time Limits

13.07 Any grievance not presented or processed by the **Union** in conformity with the mandatory time limits prescribed in this Article shall be deemed to have been abandoned and cannot be continued or reopened.

13.08 If the Company fails to respond or if the grievance is not settled within these time limits, the grievance may be processed immediately to the next step.

13.09 Time limits may be extended only by mutual consent, in writing.

General

13.10 The Company will not attempt to settle a grievance with the employee involved without prior notice to the **Steward**. Where, after such notice, an interview between the employee and management is to take place, the employee shall have the right to be accompanied by a **Steward**. No such grievance will be deemed to have been settled without the concurrence of the employee's **Steward**.

ARTICLE 14 ARBITRATION

14.01 Wherever a difference relating to the interpretation, application, administration or alleged violation of this Agreement arises between the **Union** and the Company, there shall be no stoppage of work and either party may, after exhausting the grievance procedure established by this Agreement, institute arbitration proceedings within 42 calendar days after the disposition of the matter by the Company in accordance with subsection 13.04, but no later, in the manner set forth below, to have the difference in question determined. It is expressly agreed that the right to arbitration does not extend to any matters other than those concerning the interpretation, application, administration or alleged violation of this Agreement.

14.02 In the event that it becomes necessary to submit any matters to arbitration, the parties will endeavour in each instance to agree upon and appoint a single arbitrator within seven (7) days after the service by either party upon the other of written notice to arbitrate. If the parties fail to agree upon the appointment of an arbitrator, application may be made by either party, on written notice to the other, to the Minister of Labour for Canada, to appoint as arbitrator a person knowledgeable and experienced in the interpretation of written collective agreements.

14.03 The arbitrator shall not have any power to alter or change any of the provisions of this Agreement, or to substitute any new provisions for any existing provisions thereof, and in reaching his decision he shall be bound by the terms and provisions of this Agreement.

14.04 The arbitrator shall, before the hearing, require the representatives of the parties to attend before him to define the question of interpretation, application, administration or alleged violation to be arbitrated and to establish the procedure to be followed at the hearing. All steps in connection with the arbitration shall be taken as expeditiously as possible.

14.05 The parties shall each bear one-half of the fees and expenses of the arbitrator and of any clerk or stenographer whom he may require and, except as aforesaid, each party shall bear all expenses incurred by it whether of witnesses, the attendance of witnesses and representatives, exhibits or otherwise.

14.06 The decision of the arbitrator shall be final and binding on the parties, but such decision shall not have retroactive effect prior to the date of the occurrence on which the grievance is based.

ARTICLE 15 COST OF LIVING ALLOWANCE

Not in Force for Term of Present Collective Agreement:

15.01 If the August 1995 Consumer Price Index (C.P.I.) exceeds the C.P.I. for August 1994 by more than 2.2%, then all basic rates of pay in effect on October 31, 1995 will be increased effective in November 1995 by a percentage figure equal to the difference between the percentage increase in the C.P.I. and 2.2%.

15.02 If the August 1996 Consumer Price Index (C.P.I.) exceeds the C.P.I. for August 1995 by more than 3.2%, then all basic rates of pay in effect on October 31, 1996 will be increased effective in November 1996 by a percentage figure equal to the difference between the percentage increase in the C.P.I. and 3.2%.

15.03 The C.P.I. used for purposes of this Article shall be the C.P.I. - Canada All Items (1986 = 100) as published by Statistics Canada or any successor Department or Agency.

15.04 Should the C.P.I. be amended or discontinued prior to September 1995, the parties agree to consult to determine a means to give effect to the intention of this Article.

ARTICLE 16 EMPLOYEE INFORMATION

16.01 The Company agrees to supply each employee with a copy of this Agreement.

ARTICLE 17 VALIDITY OF AGREEMENT

17.01 In the event of any provision of this Agreement or of any of the practices established hereby being or being held to be contrary to the provisions of any applicable law now or hereafter enacted, this Agreement shall not be nor be deemed to be abrogated but shall be amended so as to make it conform to the requirements of any such law.

ARTICLE 18 APPLICATION

18.01 The Company agrees to recognize the **Union** as the sole collective bargaining agent for employees covered by this Agreement.

18.02 Where the Company adds a new occupation to the unit, Appendix A shall be deemed to be amended to include that new occupation upon notification to the **Union**.

ARTICLE 19 DEDUCTION OF REGULAR DUES

19.01 Subject to the provisions of this Article, the Company will, in each pay period, deduct an amount equivalent to the regular **Union** dues from the pay of all employees in the bargaining unit.

19.02 Where an employee does not have sufficient earnings in respect of any pay period to permit deductions, the Company shall not be obligated to make such deductions from subsequent earnings.

19.03 The Company will cease making such deductions when an employee is assigned to a position not covered by an Agreement with the **Union**, with the exception of employees who are assigned to an acting or temporary management position for three (3) months or less.

19.04 The amount of regular **Union** dues shall be such amount as may from time to time be certified to the Company, in a form approved by the Company, by an Officer of the **Union**.

19.05 As soon as possible after the end of each pay period, the Company will remit to the Treasurer of the **Union**, by wire transfer, the amount so deducted.

19.06 Regular **Union** dues means the dues established as the dues payable and shall not include any initiation fee, insurance premium or special levy.

19.07 The **Union** agrees to indemnify and save the Company harmless against any claim or liability arising out of the application of this Article.

ARTICLE 20 EMPLOYEE REPRESENTATIVES

20.01 The **Union** agrees to notify the Company of the name of each **Steward**. A **Steward** shall not act as such during working time until the Company has been notified of his appointment.

20.02 Before changing the status of any **Steward** who is to continue in the Company's employ, so as to render him ineligible to represent his voting unit, such **Steward** shall be allowed reasonable time to transfer his duties as a **Steward** to his successor.

ARTICLE 21 NOTIFICATION TO THE UNION

21.01 The Company agrees to advise the **Steward** concerned when an employee is hired, transferred, reclassified, or promoted to a management position. Such advice will be given to the **Steward** at the time the employee is informed or immediately thereafter.

21.02 (a) Subject to the provisions of Section 21.03, the Company agrees to give as much prior notice as circumstances permit to the **Steward** of the employee concerned of any contemplated disciplinary or non-disciplinary measure.

(b) Furthermore, when a meeting is conducted to announce a disciplinary measure to an employee as described in Section 12.01, it is agreed that the employee's **Manager** will inform him of his right to **Union Steward designated** at the meeting.

21.03 Where the Company deems it necessary to take immediate action in dismissing, or suspending, or demoting, any employee, the Company shall thereafter immediately advise and review the case with the **Steward** of the employee concerned.

21.04 The Company agrees to supply on an annual basis, to designated Officers of the **Union**, a list showing the names and net credited service date of all employees eligible for membership in the **Union** and on the payroll on December 31st of each year.

21.05 The Company will also provide bi-weekly, a list of names and the net credited service date of all eligible employees added, deleted or changed from the annual list.

21.06 The Company agrees to send, on September 15th of each year, to **the Union local**, a list of Company e-mail addresses as shown on Company records of all employees in the bargaining unit.

Security Interviews

21.07 The Company agrees that:

(a) An employee's **Manager** will inform him, prior to any Security interview, that he is entitled to be accompanied by a **Steward** of the **Union**;

(b) Unless the employee involved objects, the **Steward** of the **Union** will be informed prior to any interview to be conducted by Security with an employee of the bargaining unit;

(c) The employee, unless he objects, shall be granted immediately prior to a Security interview a maximum of 15 minutes to confer with the **Steward** of the **Union**;

(d) Where the employee involved consents, the **Steward** of the **Union** may attend the Security interview as an observer, but not as a participant.

ARTICLE 22 HEALTH AND SAFETY

22.01 Both parties to this Agreement acknowledge their common concern for maintaining a healthy and safe working environment.

22.02 The Company accepts the responsibility of making adequate and reasonable provisions for the health and safety of employees during their working hours. The Company will welcome suggestions by the **Union** regarding the health and safety of employees.

22.03 It is the employee's responsibility, subject to Company regulations and practices, to take all reasonable and necessary measures to ensure his safety; no employee is required to work in dangerous conditions or to use dangerous equipment.

Health and Safety Committees

22.04 (a) The Corporate Health and Safety Committee is composed of one (1) **CEP Steward** designated by the **Union** and one (1) representative of the Company.

(b) The Corporate Health and Safety Committee will be responsible for establishing its own rules and procedures, as well as the rules and procedures of the Local Health and Safety Committees, their scope of responsibility, frequency of meetings and any other similar matter.

22.05 The Local Health and Safety Committees are composed in equal numbers of employees and **representatives** of the Company.

22.06 Except for the number of Committees and the frequency of meetings, the rules for both the Corporate Health and Safety Committee and the Local Health and Safety Committees, as referred to in subsection 22.04 (b) shall mean the powers and obligations of joint Health and Safety Committees found in Part II of the Canada Labour Code.

22.07 It is clearly understood that relevant health and safety issues which have implications that transcend local concerns will be referred to the Corporate Health and Safety Committee together with any documentation dealing with these issues.

Visual Display Terminal

22.08 Any Regular employee who is pregnant, and who is regularly scheduled to work at a visual display terminal (VDT) and does not wish to work at a VDT during her pregnancy may, subject to Company practices, elect either to be assigned other work in the bargaining unit or be granted a leave of absence without pay.

ARTICLE 23 TIME ALLOWANCE

23.01 The Company agrees that:

(a) An employee who has, or believes he has a grievance may confer with his **Steward** or with management during his scheduled working hours, without deduction of the time so occupied in the computation of the time worked for the Company, and without deduction of wages in respect thereof; provided, however, that each employee must arrange with his immediate **Manager**, subject to service requirements, for all time off the

job required for the above purposes.

(b) A **Steward** may discuss a grievance with a grievor or with management, or attend meetings with the Company on behalf of the **Union**, during his scheduled working hours, without deduction of the time so occupied in the computation of the time worked for the Company, and without deduction of wages in respect thereof; provided, however, that the **Steward** must arrange with his immediate **Manager**, subject to service requirements, for all time off the job required for the above purposes.

23.02 (a) The **Union** shall transmit in writing to the Company the names of those **Stewards**, responsible for submitting to the **Union's** Bargaining Committee the proposed demands of employees. Such Representatives may attend pre-bargaining meetings held by the **Union** for such purpose without deduction of the time so occupied in the computation of the time worked for the Company, and without deduction of wages in respect thereof, up to a maximum of **three (3)** days from their regularly scheduled tours of duty, provided that the Company is given the name of each Representative at least two (2) weeks before the date the time *off* is to begin.

(b) It is agreed that the total of all such pre-bargaining time off for all Representatives calculated together shall not exceed **6** days.

23.03 An authorized bargaining Representative of the **Union** may have time *off* from work during his scheduled working hours for purposes of bargaining, without deduction of the time so occupied in the computation of the time worked for the Company, and without deduction of wages in respect thereof; provided that such time is actually devoted to collective bargaining with management, but only until the expiry date of this Collective Agreement.

23.04 (a) Representatives may, without deduction of the time so occupied in the computation of the time worked for the Company, attend to other business of the **Union** during scheduled working hours, provided that each Representative must arrange with his immediate **Manager**, subject to service requirements, for all time off the job, not to exceed 30 consecutive calendar days, required for the above purpose and providing such business is concerned with the bargaining unit covered by this Agreement. All time *off* so required will be granted as time *off* without pay, however;

(b) The Company will pay the Representative, on behalf of the **Union**, at his basic rate of pay for all time *off* without pay to attend to other business of the **Union**. Any amount so paid by the Company will be billed to the **Union**, which shall remit that amount to the Company within 30 days of receipt of the bill;

(c) Requests for time *off* without pay to attend to other business of the **Union**, in excess of five (5) days, must be submitted to the Representative's immediate **Manager** at least 21 days prior to the date requested for the commencement of the time off without pay.

ARTICLE 24 MEETINGS

24.01 Meetings between the authorized bargaining **Stewards** of the **Union** and the designated bargaining Representatives of the Company shall be held as required, on reasonable notice by either party.

24.02 At such meetings, the number of persons shall not exceed **five (5)** for the Company and five (5) for the **Union**. Any increase to the number of persons at the bargaining table shall be by mutual agreement between the parties.

ARTICLE 25 BARGAINING PROCEDURE

25.01 (a) All negotiations with a view to the completion of a Collective Agreement or to effecting changes or modifications in this Agreement shall be conducted between the authorized bargaining **Stewards** of the **Union** on the one hand and the designated bargaining **Stewards** of the Company on the other.

(b) In addition to bargaining sessions conducted for renewal of the Collective Agreement, the process of consultation developed and utilized by the parties since 1953, is an accepted forum for addressing the ongoing concerns of the parties.

25.02 No agreement resulting from collective bargaining as herein provided shall be deemed to have been concluded until it is reduced to writing and signed by the authorized bargaining **Stewards** of the **Union** and by the designated bargaining **Stewards** of the Company, and an agreement so signed shall take effect as and from the effective date specified therein.

ARTICLE 26 **EXPENSES**

26.01 The Company agrees to pay all costs incurred as a result of regular consultative meetings between both parties, except as otherwise provided in the collective agreement.

ARTICLE 27 **MANAGEMENT RIGHTS**

27.01 The Company has the exclusive right and responsibility to manage its operations in all respects and in accordance with its commitments and responsibilities to the public, to its customers and shareholders, to conduct its business efficiently and to direct the working forces and, without limiting the generality of the foregoing, it has the right to hire, promote, transfer, demote or lay-off employees, and to suspend, discharge or otherwise discipline employees. The Company agrees that any exercise of these rights shall not contravene the provisions of this Agreement.

ARTICLE 28 **WORKFORCE ADJUSTMENT**

28.01 Where any condition arises which reduces the work load to the extent that a general program of lay-offs or spreading the work is contemplated, the Company shall endeavour to reach an agreement with the **Union** as to whether a plan of part-timing, lay-offs or a combination of the two (2) shall be put into effect.

28.02 In the event that an agreement as to a plan cannot be reached within a period of 30 days after the matter has been submitted to the **Union**, the Company may proceed on a plan of part-timing to the extent it deems necessary.

28.03 It is expressly understood, however, that if the Company proceeds on a plan of part-timing at the expiration of the 30-day period or later as prescribed in this Article, negotiations toward an agreement relating to a force adjustment plan shall be resumed at any time at the request of either party. Similarly, after agreement has been reached as to a plan of force adjustment, either party may resume negotiations at any time in an effort to obtain agreement upon modifications of the plan then in effect.

ARTICLE 29 **TECHNOLOGICAL CHANGE**

29.01 The parties agree that they will continue the process of consultation in force since 1953 in order to assist employees affected by any technological change to adjust to the effects thereof and that, therefore, Sections 52, 54 and 55 of the Canada Labour Code shall not apply during the term of this Agreement.

ARTICLE 30
BENEFITS

30.01 The Company agrees to discuss with the Union, prior to its implementation, any change in the level of the benefits provided to employees covered by this Agreement under the following:

- The Pension Plan
- The health, life and accident insurance coverage under the Omniflex Benefits Program
- The Disability Plans.

ARTICLE 31
DURATION

31.01 This Agreement shall become effective upon signing, except as otherwise herein provided, and shall remain in full force and effect up to and including June **30, 2010**.

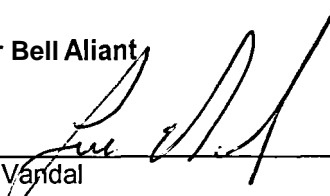
31.02 This Agreement, unless terminated at the expiry of the said term by written notice given by either party to the other at least sixty days prior to the expiry of the said term, shall continue in full force and effect thereafter until terminated at any time by at least sixty days prior written notice given by either party to the other.

31.03 Notice to terminate under this Article shall be effectively given if addressed by the Company to the President of the Communications Energy and Paperworkers Union of Canada (CEP), **301** Laurier Avenue West, Ottawa (Ontario) K1P **6M6**, or by the Union to the Director of Labour Relations of Bell Aliant, **625** Godefroy Avenue, Bécancour (Québec) G9H **1S3** and in either case is received at least sixty days prior to the termination date specified therein.

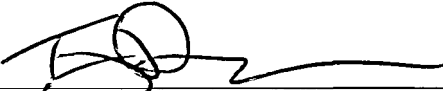
WITNESS CLAUSE

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized Representatives this 2th day of September 2009.

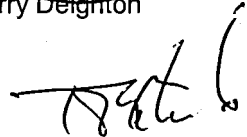
For Bell Aliant



Luc Vandal

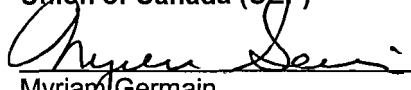


Terry Deighton



Roger Bélisle

**Communications, Energy and Paperworkers
Union of Canada (CEP)**



Myriam Germain



Marc Johnson

LIST OF OCCUPATIONS

COMMUNICATIONS SALES EMPLOYEES

Solution Sales Executive

LISTE DES EMPLOIS

VENDEURS - SERVICES DE COMMUN

Chargé principal – Solutions d'affaires

WAGE SCHEDULE
MONTHLY BASIC RATES OF PAY

SOLUTION SALES EXECUTIVE
NEW HIRES

Step	January 1, 2009	January 1, 2010
1	\$3,616	\$3,616
2	\$3,833	\$3,833
3	\$4,064	\$4,064
4	\$4,306	\$4,306
5	\$4,605	\$4,605
6	\$4,867	\$4,867

Note: This wage scale would apply only to newly hired employees that were hired after the signing of the agreement.

Also the Sales Bonus at target would be at **50%**.

The interval from one (1)step to the next shall be twelve (**12**) months.

WAGE SCHEDULE
MONTHLY BASIC RATES OF PAY

SOLUTION SALES EXECUTIVE
EXISTING EMPLOYEES

Step	
1	\$4,520
2	\$4,791
3	\$5,080
4	\$5,383
5	\$5,756
6	\$6,084

Note: At the date of the signing and for the duration of this collective agreement (appendix C), employees that were on the existing wage scale would be wage protected at their current wage rate. If they are not at the maximum rate of the wage scale, they will continue to progress to the maximum rate as per the current *six* (6) month progression rules. Their target bonus of **58.33%** will also continue to apply for the duration of the collective agreement.

WORKFORCE ADJUSTMENT
MEMORANDUM OF AGREEMENT BETWEEN:
BELL ALIANT
AND
COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA (CEP)

This is to confirm our agreement, and reflects discussions which were held during bargaining with respect to the process to be implemented for dealing with workforce adjustment issues during the term of the Collective Agreement of the Communications Sales Employees bargaining unit.

The Company may have to adjust its Sales workforce as the marketplace becomes more competitive and as the challenges to meet customers' needs increase the pressure to be the best choice as a telecom provider.

Should a corporate separation program be offered during the term of the Collective Agreement, the Company will initiate discussions with the **Union** in a consultative mode. The parties will determine whether elements of the corporate separation program corresponding to this Memorandum of Agreement would be more beneficial and applicable to the Communications Sales Employees bargaining unit.

The Company will seek the involvement of the **Union** early in the process when it becomes clear that workforce adjustment measures will be required and the **CEP** Representative of the group impacted by a workforce adjustment will remain involved and informed of developments in the management of the workforce throughout the process.

The following Workforce Adjustment guidelines are to be used when there is a need for a reduction in staff levels. The guidelines are to be applied in sequence to ensure all steps have been followed before and after declaring any Regular employee surplus.

1. Initial notification to the Union

When a workforce reduction is foreseen, the **Regional Vice-president of Sales or his designate**, will advise the **CEP** Representative concerned, as soon as possible, and share information related to the possible impact on human resources.

2. Definition of an Entity

The **Regional Vice-president of Sales**, with the assistance of his Human Resources / Industrial Relations consultant, will clearly identify a possible entity within a specific market segment affected by a workforce reduction. The entity may be defined as a group of employees who carry out similar work and who could be transferred from one position to another without impairing operations or customer relationships.

The following points must be taken into consideration when defining an entity:

- reason for the required workforce reduction
- specific work procedures involved
- positions affected
- geographic locations affected

Prior to notifying any impacted employee, the **Regional Vice-president of Sales** will consult the **CEP** Representative concerned to discuss and review the criteria used to define the entity. Once the **Regional Vice-president of Sales** has considered the **CEP** Representative's input, he will make a final decision on what the entity will be.

3. Encouraging Transfer Requests

The **Regional Vice-president of Sales** or his **designate** will assess the possibility of transferring volunteer employees outside of the targeted entity, thus reducing the need for declaring surplus. The Career Mobility process should be used and even encouraged.

4. Declaring Surplus

If the workforce reduction objectives are still not reached, the **Regional Vice-president of Sales** or his **designate** will identify employees with the lowest number of years of net credited service within the entity, declare them surplus and **he will remain so** through to the end of Career Transition Services as defined in guideline 6.

The surplus employee will remain on the job for at least 4 weeks from the time that he received notification of being surplus.

The surplus employee will remain on his position until he leaves the business unit and starts Career Transition Services.

If short term successive needs for workforce reduction involve several employees, it is strongly suggested that the above described actions be taken at the same time so that the surplus employee with the most seniority may take advantage of his priority for career possibilities.

5. Responsibilities once an employee has been declared surplus

In the event of a need to proceed to a workforce reduction in a specific market segment or in a designated territory, all efforts will be made to find placement for the qualified surplus employee in another market segment, **or in another position within Bell Aliant or the Bell family.** The appropriate Human Resources consultant will work on identifying available positions and will network amongst the various groups to favour the opportunities for placement.

The Company will attempt to provide the surplus employee **with** at least one option of placement.

6. Career Transition Services

The Company will offer Career Transition Services to assist the employee in his career transition period. This consists of, but is not limited to, providing counseling services, job search support, training (as determined on a case by case basis) and outside placement information. These services will be offered internally or externally to employees, based upon an assessment of the individual's circumstances and the opportunities for placement. The duration of these services may differ depending on individual needs. In all events, the Company will offer:

- two (2) weeks of paid Career Transition Services;

or

- if the duration is longer, the Career Transition Services offered with any corporate program that might be available and applicable to the employee.

7. Separation

If the surplus Regular employee is not placed internally **as per the above**, the Company will offer:

- a termination allowance consisting of a number of weeks of base salary, determined upon the employee's net credited service (NCS), as outlined in the Attachment A of this Memorandum of Agreement. For employees with 15 or more years of net credited service, the calculation will be as follows: 1.5 weeks X NCS X basic weekly rate;

or

- if the amount is higher, any corporate severance package that might be available and applicable to the employee.

General

The Company and the **Union** are committed to promptly resolving problems and initiating discussions at the most appropriate level of management according to the scope of the workforce adjustment contemplated regarding the application of these workforce adjustment guidelines. The differences regarding the interpretation or administration of the provisions set out in Attachment A of this Agreement may be processed in accordance with the provisions of Articles 13 and 14 of the Collective Agreement.

Signed at Montreal this _____ day of _____ 2009.

For Bell Aliant

**Communications, Energy and Paperworkers
Union of Canada (CEP)**

Roger Bélisle

Myriam Germain

TERMINATION ALLOWANCE

A Regular employee declared surplus will receive a termination allowance as follows:

Net Credited Service on Date of Termination	Number of Weeks at Basic Weekly Rate*
Less than 1 year	0
1 yearbut less than 2 years	3 weeks
2 yearsbut less than 3 years	4 weeks
3 yearsbut less than 4 years	5 weeks
4 yearsbut less than 5 years	6 weeks
5 yearsbut less than 6 years	7 weeks
6 yearsbut less than 7 years	8 weeks
7 yearsbut less than 8 years	9 weeks
8 yearsbut less than 9 years	10 weeks
9 yearsbut less than 10 years	11 weeks
10 yearsbut less than 11 years	13 weeks
11 yearsbut less than 12 years	14 weeks
12 yearsbut less than 13 years	15 weeks
13 yearsbut less than 14 years	16 weeks
14 yearsbut less than 15 years	17 weeks
15 years and more	1.5 weeks X NCS X basic weekly

Note 1:* The basic weekly rate of pay is the monthly rate of pay divided by 4.35.

Note 2: For Part-time employees, the termination allowance will be paid on a prorated basis, based on the higher of the average of hours worked in the last ~~two~~ (2) months or the last 12 months before termination.

The following Letters of Intent are provided solely for information purposes and shall not be construed as forming part of this Collective Agreement.

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Mrs. Myriam Germain
National Representative
Communications, Energy and Paperworkers Union of Canada
1010, de la Gauchetière West
Place du Canada, Bureau 360
Montréal (Québec)
H3B 2N2

Subject: Consultative Process

Mrs. Germain.

This is to confirm our understanding reached during bargaining for the renewal of the Communications Sales Employees' Collective Agreement regarding the process of consultation utilized by the parties for addressing their on-going concerns.

The Company and the **Union** reiterate their commitment to the consultation process and to the need to find alternate means to resolve or discuss issues that may arise between the parties going forward. The parties recognize that it is essential to meet **at least two times per year** to discuss the application of the collective agreement. **Issues to be discussed at each meeting can include contracting out, job security, sales bonus plan, health and safety, employment equity and any other subjects brought forth by either party.**

The parties shall make every effort to have the necessary resources available at these consultative meetings to encourage an open, honest and constructive dialogue on the issues presented.

Yours truly,

Roger Bélisle
Director of Human Resources and Labour Relations



Mrs. Myriam Germain
National Representative
Communications, Energy and Paperworkers Union of Canada
1010, de la Gauchetière West
Place du Canada, Bureau 360
Montréal (Québec)
H3B 2N2

Subject: Distribution Channels

Mrs. Germain,

This is to confirm our understanding reached during bargaining for the renewal of the Communications Sales Employees' Collective Agreement regarding Distribution Channels.

The parties recognize the need for the Company to grow and evolve within a turbulent communications industry in which **Bell Aliant** must determine optimum sales channels, with bottom line responsibility for profit contribution.

The Company will develop and manage a full range of complementary (outside) distribution channels in an effort to take advantage of new opportunities in the market, ensure **Bell Aliant's** presence whenever and wherever a customer makes a buying decision and to adapt to changing market conditions.

The establishment of alliances, for example with external vendors, allows for the blending of complementary core competencies thereby creating an architecture to support business strategy and long-term objectives of all involved parties. Creating the right organization cost structure, skill set, processes and alliances ensures that external complementary services can be provided in a seamless fashion.

The Company's objective in this area is to pursue its distribution channel structure to improve the value contribution of the Sales function and to better serve potential markets, and not to supplant our internal sales force. It is the belief of the parties that the employment security of all employees is enhanced by efforts directed at creating a productive, flexible and cost effective environment and by increasing our presence in the marketplace.

It is the Company's intention to **continue to utilize internal sales employees to service the Company's clients**. The Company commits to continue to dialogue with the **Union**, through the consultative process, on issues related to distribution channels in an effort to promote the mutual understanding necessary to alleviating the job security concerns of our employees.

Our success depends upon our ability to become a world-class communications player and on the continuous improvement of our competitive position. Delivering, achieving and sustaining the Company's competitive advantage guarantees mutual rewards and satisfaction as we work together to meet tomorrow's needs.

Yours truly,

Roger Bélisle
Director of Human Resources and Labour Relations



Mrs. Myriam Germain
National Representative
Communications, Energy and Paperworkers Union of Canada
1010, de la Gauchetière West
Place du Canada, Bureau 360
Montréal (Québec)
H3B 2N2

Subject: Ergonomic Guidelines

Mrs. Germain,

This is to confirm our understanding reached during bargaining for the renewal of the Communications Sales Employees' Collective Agreement related to the Ergonomic Guidelines issued by the Company for employees who work with visual display terminals.

The Corporate Health and Safety group, in collaboration with the Corporate Health and Safety Committee, has developed an initial Office Ergonomics training for all new employees and an Office Ergonomics retraining module for the Accident Prevention Process (APP). These tools are intended for all employees and **Managers** and have been designed to increase knowledge and promote adherence to ergonomic principles.

All Communications Sales employees and **Managers** share a common responsibility to review the existing Ergonomic Guidelines and to promote and encourage their application in the workplace or while teleworking, especially when the nature of the work requires long periods working with visual display terminals.

The bargaining committees are supportive of the work being done by the Corporate Health and Safety group and the Corporate Health and Safety Committee (**Bell Aliant /CEP**) in this regard and recognize that the information regarding the training and retraining guidelines may be found on the Corporate Health and Safety website.

Yours truly,

Roger Bélisle
Director of Human Resources and Labour Relations



Mrs. Myriam Germain
Field Representative
Communications, Energy and Paperworkers Union of Canada
1010, de la Gauchetière West
Place du Canada, Bureau 360
Montréal (Québec)
H3B 2N2

Subject: Sales Bonus Plan

Mrs. Germain,

This is to confirm our discussions during bargaining for the renewal of the Communications Sales Employees' Collective Agreement regarding the Sales Bonus Plan.

The Sales Bonus Plan shall apply to employees working in the following occupations:

- Solution Sales Executive.

The Company shall maintain the Sales Bonus Plan for the term of the Collective Agreement which recognizes individual and team contribution toward sales and performance objectives. The Plan features a motivational incentive to meet and exceed objectives. The potential earning opportunity at target will not be decreased over the term of the Collective Agreement.

Job Title	% of Base Salary at Target	
	2009	2010
Solution Sales Executive (Existing)	58.33	58.33
Solution Sales Executive (New Hire)	50.00	50.00

In accordance with the Company's past practice, total compensation levels (base salary plus sales bonus) will be compared periodically to market practice. As a result of these comparisons, adjustments to total compensation may be made by the Company where, in its opinion, such adjustments are both required and feasible to implement.

Sales objectives will be established by the Company for each Sales professional, by the end of January of the year for which the objectives are being established. If it becomes necessary to modify objectives during the course of the year, the business rationale for the changes will be reviewed with those affected.

During consultative meetings the parties will meet to review quarterly results and to discuss issues associated with the Sales Bonus Plan such as but not limited to trends, design, parameters as well as any issues that may be specific to **Union Stewards**. The annual Sales Bonus Plan design parameters will be shared with the **union stewards before the release to the employees**.

Yours truly,

Roger Béliisle
Director of Human Resources and Labour Relations



Mrs. Myriam Germain
National Representative
Communications, Energy and Paperworkers Union of Canada
1010, de la Gauchetière West
Place du Canada, Bureau 360
Montréal (Québec)
H3B 2N2

Subject: Workforce Diversity and Employment Equity

Mrs. Germain,

This is to confirm our understanding related to Workforce Diversity and Employment Equity reached during bargaining for the renewal of the Communications Sales Employees' Collective Agreement.

The Company and the **Union** are committed to fostering diversity and fairness in the workplace so that all employees are treated with dignity and respect, are free from harassment, and are provided the opportunity to achieve their full potential.

As a market leader, **Bell Aliant** is committed to achieving a diverse workforce that reflects the community from which it is drawn, and to give itself a distinct competitive advantage by becoming:

- the employer of choice;
- the Company of choice; and also
- a leading communications innovator.

During consultative meetings the parties agree to continue **discussions on diversity and employment equity** whose purpose shall include, but not be limited to, the following:

- helping all employees to understand their responsibilities to treat others in a non-discriminatory and fair way;
- making recommendations to appropriate forums or departments in the Company;
- reviewing the progress of diversity initiatives in the sales groups;
- identifying and recommending methods to increase diversity, thereby working towards establishing a workforce that mirrors the community from which it is drawn;
- communicating the Committee's activities to employees.

The information made available by the Company and identified as being confidential shall remain confidential and be used only to carry out the Committee's activities, and cannot be used for any other purpose.

Yours truly,

Roger Bélisle
Director of Human Resources and Labour Relations

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