

## **Letter of Understanding – Back to Best Resolve Conventional**

The parties agree to resolve the Back to Best grievance on the following basis.

- 1) Within two (2) weeks of ratification the Company will provide the current 94 Back to Best employees thirty (30) days notice that their Back to Best full time positions are being discontinued.
- 2) At the same time as the above notice is provided the Company will post within its Toronto seniority division 23 regular full time positions and 71 “Compressed” positions
- 3) The Company will require all 94 incumbents of the Back to Best positions to fill out a job posting bid sheet on which employees identify the jobs in which they are interested and the numerical order of their preference amongst those jobs. Any of these 94 incumbents may apply for any of the posted Regular or Compressed positions.

In addition, part time employees who at the time of the original posting of the Back to Best positions may have had more seniority than individuals who successfully applied for a Back to Best position may apply to the 23 Regular positions.

- 4) For the time that the 94 incumbents have been in Back to Best positions, they shall be credited with normal full-time seniority from the time that they commenced in these positions, except that when an incumbent who went directly from part-time to a Back to Best position is being compared in consideration for one of the 23 Regular postings with an employee who had greater seniority at the time the incumbent went into the Back to Best position, the incumbent shall be deemed for this purpose only to have accrued part-time seniority while in the Back to Best position.
- 5) In the event that an incumbent of the 94 Back to Best positions is not awarded one of the 94 posted, he or she may if otherwise entitled bump into a compressed position but may not bump into a Regular position. In the event that such an employee does not bump into a compressed position, he or she will be absorbed into an additional newly created compressed position. The Company shall not be obligated to create more than four (4) new compressed positions for the purpose of absorption.
- 6) In the event that the Company is required to create more than 71 compressed positions any additional positions shall be counted towards the Company’s commitment to create new full time positions under the renewal terms of the collective agreement.

All positions filled in accordance with this letter of Understanding shall be under the full time wage progressions applicable to full time employee hired prior to the ratification of the current collective agreement.