10. Traffic Coordinators, Assistant Traffic Coordinators

11. Sales Assistants

12. PBX Operators

13. Building Services Janitorial Employees

Any employee who was a regular employee as of April 1, 1996, in former classification IV of the 1992-1996 contract, entitled “All other engineers,” will be deemed “grandfathered” for purposes of Unit Seniority and, thus, employees hired or transferred into classifications 3 and 4 of the current contract after April 1, 1996 will be laid off prior to any of the “grandfathered” employees.

An employee in a Senior category shall be part of the same Unit as other employees in the same (non-senior) classification.

20.03 Layoffs

(a) When layoffs of employees (reductions in force) are to be made in any Unit, the Employer, in its sole discretion, shall determine the number of employees to be laid off in each Unit.

(i) If such layoff shall be confined solely to probationary employees, the Employer shall have the absolute right of selection among such employees.

(ii) If such layoff shall involve both probationary and regular employees, the Employer shall lay off all probationary employees and then lay off regular employees in inverse order of Unit Seniority as defined in Sections 20.01(e) and 20.02.

(iii) Regular Part-Time employees will be laid off prior to regular Full Time employees within each Unit.

(iv) Similarly, if a layoff shall involve only regular employees, such layoff shall proceed in inverse order of Unit Seniority as defined in Sections 20.01(e) and 20.02.

(v) Prior to any layoffs of regular employees, all five (5) day per week shifts filled by per diem employees in such Unit must be eliminated. Partial weekly shift per diem employees in such Unit need not be eliminated prior to any layoff.

(b) Any regular employee who is laid off shall receive written notification as follows:

(i) One (1) weeks’ notice, or pay in lieu thereof, for each year of service, up to a maximum of four (4) weeks’ notice or pay. Fractional years will be determined on a pro rata basis (i.e., one (1) month of service will equal one-twelfth (1/12) of said weekly notice or pay).
(ii) In addition to the above, such employee(s) shall receive one and one-half (1 ½) week's severance pay for each year of service up to a maximum of twenty five (25) weeks of severance pay. Fractional years will be determined on a pro rata basis (i.e., one (1) month of service will equal one-twelfth (1/12) of said weekly severance pay).

(c) The Employer will refer each employee who is laid off and who has rehiring rights to Section 20.04 of this Agreement in such layoff notice.

(d) Any such layoff shall be governed by those rights as outlined in Article XXI, Section 21.01(a) (i.e., bumping).

20.04 Rehiring Rights

(a) In the event the Employer wishes to engage any employee within the Unit, it shall notify the Union, and the Employer shall re-employ, in order of their Unit seniority, any regular employees who were laid off from the Unit. Laid off employees shall have mandatory recall rights for one (1) year from the date of layoff from the Unit.

(b) An employee on layoff has sole responsibility to keep the Employer and the Union notified as to his current address.

(c) A laid off employee will be offered recall if for any nine (9) consecutive work weeks during the period of recall defined in (a) above and, if applicable, extended by (f) below, the work actually performed by the laid off employee during the six (6) months prior to layoff is performed by one of the following:

   (i) A full-time bargaining unit employee who was newly hired after the layoff performing 24 or more hours of the laid off employee’s work per week;

   (ii) A non-bargaining unit employee performing 24 or more hours of the laid off employee’s work per week;

   (iii) A single per diem, or two or more per diems working in tandem to perform the equivalent of a full-time or substantially full-time job [32 or more hours per week], including the laid off employee, performing 32 or more hours of the laid off employee’s work per week;

   (iv) A full-time bargaining unit employee who was employed as of the time of the layoff performing 32 or more hours of the laid off employee’s work per week, so long as that employee’s work functions are taken over by one or more per diems working in tandem to perform the equivalent of a full-time [32 or more hours per work], including the laid off employee.

“Work actually performed” refers to the precise work functions performed by the employee, not the work or job responsibilities of employees holding the same job title and/or occupying the same seniority unit.
“Working in tandem” is limited to the situation when two or more employees are working in conjunction with another so that their work schedules, when combined together, are substantially like the schedule of a single employee, i.e., “job sharing.”

There shall be no right to recall pursuant to this sub-section if the work in question resulted from a regular employee being out on a leave of absence, whether because of illness or other cause.

In the event of a claimed violation of this subsection (c), the Union may proceed directly to arbitration thus by-passing the other steps of the grievance process. The parties agree that there is an interest in resolving such disputes promptly and authorize the arbitrator to schedule the proceeding in accordance with such interest, subject to the parties’ right to present their arguments as in other arbitrations.

(d) The Employer will notify an employee on layoff, and who has rehiring rights under Section 20.04(a), of job availability in the Unit. The offer of re-employment shall be by certified mail, with a copy to the Union. If such employee fails to notify the Employer in writing of his acceptance within ten (10) days of dispatch of said offer, or if such employee after so notifying the Employer of acceptance fails to report to work when required, then all of his rights under this Agreement shall terminate forthwith.

(e) In the event a regular employee is laid off and returns to the Unit within the applicable period specified in Section 20.04, his seniority for all purposes upon returning shall be that which he had on the date of such layoff.

(f) Within one year of layoff, a laid off employee shall be offered available per diem work in his Unit, and/or any Unit where the employee worked substantially more than half the time during the 12 months immediately preceding the layoff, provided in either case the employee is qualified to perform the available work. Any regular employee offered and accepting reemployment as a per diem employee will have his one-year recall rights extended for the time worked, but in no event by more than one additional year. A refusal by any employee on lay-off to work per diem hours will not constitute a waiver of recall rights.

ARTICLE XXI
TRANSFERS, UPGRADING, TRAINING AND INTERNS

21.01 Transfers

An employee who is permanently transferred from one Unit to another shall take all of his Company Seniority with him. In the event of a layoff in the new Unit, the employee may invoke prior Unit Seniority rights to “bump” back to his original Unit, and shall be credited with time spent in the new Unit for the purpose of calculating Unit Seniority in the original Unit. No transfers shall be made for the purpose of evading the seniority provisions of this Agreement.

21.02 Temporary Upgrades

When an employee is temporarily upgraded to a higher classification, the employee shall be paid at the normal wage scale for such higher classification during the period of such upgrade. Such upgrade will normally be paid at the lower step (“B” rate) of the applicable scale. It is