

# SENIORITY and RECALL

COPIED FROM:  
MASTER COLLECTIVE BARGAINING AGREEMENT (MCBA)

ARTICLE V  
SENIORITY

## 5.01 Definitions.

a. **County Seniority.** County Seniority is defined as the length of continuous service in the employ of Whatcom County.

b. **Bargaining Unit Seniority.** Bargaining Unit Seniority is defined as the length of continuous service within the bargaining unit covered by this Agreement.

c. **Department Seniority.** Department Seniority is defined as the length of continuous service in a department covered by this Agreement.

d. **Division Seniority.** Division Seniority is defined as the length of continuous service in a division within a department covered by this Agreement.

**5.02 Layoffs.** Seniority shall be separate for each major division of each department outlined in Section 5.02a below. In the event that layoffs become necessary, it is agreed that management will first identify the position classification to be cut. The junior full time or part time employee(s) within the classification will then be notified of the layoff. If any such employee is senior to another employee holding a different classification position, which is higher or lower in rank within the department, except Public Works, which shall be by Division, and if the laid-off employee is qualified to fill such other classification position held by the junior employee within a department, the senior employee may exercise seniority rights to "bump" the junior employee. The County will make a good faith effort to provide thirty (30) days notice to employees initially selected for layoff due to reduction in force. This notice provision does not apply to employees who are laid off as a result of bumping.

a. The following shall apply to the interpretation and application of Section 5.02 above:

### Department

Administrative Services

Assessor

### Division

Facilities Management  
Finance  
Information Services

Appraiser

	Clerical
Auditor	Elections Public Services Accountants
Combined Treatment	Counselors Clerical
Cooperative Extension	Clerical
Developmental Disabilities	Clerical
District Court	Clerical Accountants
District Court Probation	Probation Officers Clerical
Hearing Examiner	Clerical
Juvenile Court Administration	Probation Officers Juvenile Detention Officers Clerical
Parks & Recreation	None
Planning & Development Services	Professional Clerical
Prosecuting Attorney	Investigators Clerical
Public Defender	Investigators Clerical
Public Works	Administration Engineering M & O (including ER & R)
Superior Court	Clerical
Treasurer	Clerical

### **5.03 Openings and Job Postings**

**a. Openings in a Higher, Lower or Lateral Classification:** In the event an opening occurs in a higher, lower or lateral classification within a department, except Public Works, which shall be by Division, the employees of that department/division shall have an opportunity to apply for the position. The opening shall be offered to qualified applicants in department/division seniority order. If, during a reasonable probation period of up to four (4) calendar months, the employee fails to perform in the new position in a manner satisfactory to the department, or if the employee elects to return to his or her original seniority position and classification, the employee will return to his or her original seniority position and classification. However, if return is not within the four (4) calendar month period, the employee's name will be placed (dovetailed) into the seniority list from which they transferred, but will not be allowed to bump an employee from a non-probationary position. Such employee must wait until an opening occurs before being eligible to exercise seniority for bidding. Employees returning to their original positions will be paid at their original rate of pay.

**b. Job Posting.** When vacancies or new jobs occur in positions covered by this Agreement, the County shall post notice of said vacancy for six (6) working days. Job postings shall include job title, range, the date and time for closing, the place to file application materials, the shift, and the supervisor's title. Job vacancies will be posted simultaneously within the applicable seniority unit and the remainder of the bargaining unit covered by this Agreement. Applicants for open positions will be considered in the following order before outside candidates are considered:

- (1) employees within the applicable seniority unit;
- (2) employees in the seniority unit who are on layoff and have recall rights at the time the position is posted;
- (3) the remainder of the bargaining unit, including any employees outside the seniority unit who are on layoff who have recall rights at the time the position is posted.

### **5.04 Recall from Layoff.**

a. After positions have been filled from within the applicable seniority unit as provided in Section 5.03 b, employees within the seniority unit who have been on layoff for less than thirteen (13) months shall be afforded notice and the opportunity of returning to work. If the position is not filled from such employees, employees outside the applicable seniority unit who have been on layoff for less than thirteen months shall be considered for the position if they choose to apply, along with all other applicants from within the bargaining unit.

Laid off employees accepting positions in other than their own seniority unit shall have the opportunity of transferring back to their original department/division in seniority order as openings occur. Employees shall continue to accrue seniority during this thirteen month period.

b. Employees covered by this Agreement who have been on layoff shall be afforded the opportunity of returning to work in any department covered by this Agreement prior to vacancies being opened to the public, provided:

- (1) All members who had been laid off in the respective seniority unit have either been recalled to work or have refused to accept a vacant position which was offered them;
- (2) The employee is qualified to fill the vacant position;
- (3) The employee is the senior applicant among those who have applied for the vacant position;
- (4) The employee satisfactorily completes a six (6) calendar month probation period.

**5.05 Recall Following Illness or Injury:** Employees who are ill or who are injured on or off the job and are unable to perform the work of their assigned position or classification shall have recall rights to their former position or its equivalent rate of pay for up to twelve (12) months from the date of the injury or their last work day prior to the illness. During such time the employees shall utilize their accrued sick leave and vacation leave (and the industrial insurance payments, if applicable). It shall be the employee's option to use or not use his/her sick leave and/or vacation when he/she is injured on the job and is collecting industrial time loss compensation. During such absences, employees shall continue to accrue seniority. Any employee off due to illness or injury who returns to work will be credited for length of return time within the twelve (12) month limit if the employee must go back on disability for the same illness/injury.

**5.06** Any dispute regarding layoff, rehire, or promotion shall be subject to the Grievance Procedure as outlined in this Agreement.

**5.07** Seniority and the employment relationship shall be terminated when the employee quits; is discharged for just cause; is absent from work without notifying the department/division; is on layoff and fails to report for work to the position from which the employee was laid off; does not report for work at the termination of an authorized leave without prior notification; is laid off for a period in excess of (1) year; or retires or is retired. A laid off employee shall be given written notice of recall by certified mail addressed to their last known address on file with the Employer. A copy of the letter shall be forwarded to the Union. Such employee must respond to such notice within three (3) working days after receipt of the letter, and actually report to work within seven (7) additional calendar days. If an employee fails to comply with these recall provisions, he/she shall lose all seniority rights unless otherwise agreed to in writing on a case-by-case basis by the Employer, the union and the particular employee involved. The copy of the recall notice sent the Union need not be sent by certified mail, and proof of mailing to the employee shall be sufficient to justify the loss of seniority if the employee fails to comply with these recall provisions.

**5.08** Employees who have achieved seniority and are then transferred to work in a non-bargaining unit capacity (not within the jurisdiction of this Agreement) for the Employer, shall maintain their seniority status in the bargaining unit for a period of six months. Employees returned to the bargaining unit within such six-month period will be reassigned the seniority date they held when they accepted the transfer. Employees returned to the bargaining unit after such six-month period will take the date of return to the bargaining unit as their seniority date.

#### **5.09 Interdepartment Seniority.**

**a. Opening Vacancies to Bargaining Unit Employees Before the General Public.** When a vacancy occurs in the bargaining unit covered by this Agreement, the County will attempt to first fill the position with a qualified applicant from within the bargaining unit before the position is opened to the public.

**b. Seniority Following Transfer to Another Department/Division.** An employee who transfers from one seniority unit (department or division) to another at the employee's own request shall lose all department/division seniority in the original department/division and the date of transfer to the new unit is the employee's new seniority date for purposes of vacation selection, layoff, promotions, etc., within the new seniority unit. Seniority for vacation and sick leave accrual shall be based on the employee's County seniority date.

**c. Dovetailing of Seniority Following Merger/Consolidation.** In the event of a merger or consolidation of operations covered by this Agreement, the seniority of bargaining unit employees affected by the merger or consolidation shall be dovetailed.

**d. Bumping Rights of Laid Off Employees.** In the event of a layoff, employees may exercise their bargaining unit seniority to bump into positions held by junior employees in the seniority unit they last moved from, if any, provided:

- (1) The employee is qualified to fill the vacant position;
- (2) The employee is the senior person among those in all seniority units given notice of layoff;
- (3) The employee satisfactorily completes a six (6) calendar month probation period.

**e. Exercise of Seniority to Fill an Opening In Another Seniority Unit.** Whenever the County fills a job vacancy in any seniority unit covered by this Agreement, employees with seniority in that seniority unit will first be given consideration for the job as set forth in Section 5.03 above. If the job is not filled from such employees within the seniority unit, employees in other seniority units covered by this Agreement will be considered for the job on the basis of their bargaining unit seniority and their qualifications to do the job. If such employee is selected to fill a position, the provisions in Section 5.09b will apply. If, during a reasonable probation period of up to four (4) calendar months, the employee fails to perform in the new position in a manner satisfactory to the department, or if the employee elects to return to his or her original seniority position and classification, the employee will return to his or her original seniority position and classification. If the job is not filled from such employees, it will be open to the general public.