



King County  
Human Resources Management Division  
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# Human Resources Bulletin

Revised 4-25-07

07-TCB-01

**SUBJECT:** Assignment to and Pay for Special Duty and Lead Worker

**Purpose:** Establishment of policy and procedures which provide for the assignment and pay provisions of King County Code (KCC) 3.15.140, "Assignment to Special Duty"; and for the assignment and pay for "Lead Work" pursuant to the provisions of an applicable collective bargaining agreement.

This Human Resources Bulletin supersedes and replaces 06-TCB-03 "Assignment to and Pay for Special Duty Pay and Lead Worker" (11-6-06).

This Human Resources Bulletin applies to all employees in executive branch departments, administrative offices and agencies, unless otherwise provided for under a collective bargaining agreement. In the event any provision of this Human Resources Bulletin conflicts with an applicable provision of a collective bargaining agreement or binding past practices thereunder, the latter shall prevail.

## Definitions:

1.1 "Appointing Authority" means the executive, chief officers of executive departments and administrative offices, or divisions having authority to appoint or to remove persons from positions in the county service or their designees.

1.2 "Assignment to Special Duty" means the temporary assignment of an employee to an existing higher-level classification when the higher-level duties and responsibilities comprise the majority of the work performed.

1.3 "Backfill" means to perform the body of work of a regular position on a temporary basis.

1.4 "County Administrative Officer" (CAO) means the Department of Executive Services Director or designee.

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1.5 "Department Director" means the person responsible for the administration of an executive branch agency, office or department or designee.

1.6 "Department Human Resources Staff" means persons who are responsible for the day-to-day administration of departmental human resources matters under the guidance of the department's Human Resources Service Delivery Manager (see section 1.11 "HR SDM" below) or the department's highest ranking human resources staff person.

1.7 "Department Payroll Staff" means persons who are responsible for the day-to-day administration of departmental payroll matters.

1.8 "FLSA-exempt employee," for the purposes of these policies and procedures, means an individual designated by the Human Resources Division (HRD) Director (see section 1.10 "HRD Director" below) as being employed in a bona fide executive, administrative, or professional capacity as defined by the Fair Labor Standards Act (FLSA) and/or the Washington Minimum Wage Act (WMWA) and, therefore, is exempt from the overtime pay and minimum wage requirements of the FLSA and the WMWA.

1.9 "Hourly basis" means that the employee is entitled to be paid for all actual hours that he or she is required or permitted to work at either the straight-time regular hourly rate until the employee has worked 40 hours in the workweek or overtime hourly rate or compensatory time accrual at one and one-half times (1 ½ X) the employee's regular rate of pay for each hour worked over forty in the workweek. If the employee is represented, the terms and binding practices under the applicable collective bargaining agreement will govern; provided that the collective bargaining agreement is not less beneficial to the employee than the requirements provided under the FLSA and the WMWA.

1.9.1 "§ 207(k)" hourly basis means that employees who work schedules under §207(k) of the FLSA (employees engaged in fire protection or law enforcement) are entitled to be paid overtime for the excess hours based on a pro-ration of 212 hours or 171 hours, respectively, in a 28-day work period.

1.10 "HRD Director" means the director of the Human Resources Division or designee.

1.11 "HR SDM" means a person who is so classified and in a lead role responsible for the human resources management practices in executive branch agencies, offices or departments.

1.12 "Intermittent" means an assignment which starts and stops at intervals and is utilized primarily to backfill for the foreseeable short-term absences of a co-worker.

1.13 "Labor Negotiator" means a person responsible for the negotiation and administration of collective bargaining agreements between the county and its employees' representatives.

1.14 "Lead worker" means an employee with authority to exert limited direction and

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control over other employees in the same or lower classification, unless otherwise defined under an applicable collective bargaining agreement.

1.15 "Majority of the Work Performed" means more than one-half of the total body of work is performed at the higher level for each work day assigned.

1.16 "Revoked" means to withdraw, repeal, rescind or cancel.

1.17 "Separation" means removal from a position or termination of employment as a result of disability release, discharge, resignation, retirement, reduction in force or death.

**Guidance for Special Duty Assignments:**

2.1. Assignment to special duty is to be made only as necessary to meet the business needs of the county or department. Assignments to special duty must receive the appropriate written approvals prior to commencement of the assignment.

2.1.1 Assignments to special duty must be provided to the employee in writing. The written assignment must include the classification title, the rate of pay, the specific duties the employee is expected to perform, the duration of the assignment and a statement that the assignment will not confer upon the employee any new privilege, right of appeal, right of position, transfer, demotion, promotion or reinstatement.

2.1.2 Prior written approvals are not required in cases where collective bargaining agreement provisions or binding past practices thereunder provide that prior written approvals are not required. This is limited to cases where, on a shift-by-shift basis, employees are acting out of class to backfill for the unexpected or short-term leave of a co-worker who is represented under the same collective bargaining agreement.

2.2 Extensions of special duty assignments must be fully approved in writing prior to the end of the existing assignment.

2.2.1 Employees shall receive notice of extensions of special duty assignments in writing.

2.3 Special duty assignments may not be made retroactively.

2.3.1 Where provisions of a collective bargaining agreement or binding past practices thereunder require higher pay for all work performed in a special duty assignment, then payments must be made in accord with that agreement. The assigning supervisor is accountable to obtain timely approval for the requested assignment.

2.4 Only existing classifications may be used for special duty assignments.

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2.5 Special duty assignments may be made to a classification that includes lead worker responsibilities.

2.6 Term-Limited and Short-Term Temporary employees may not be assigned to special duty. Contract workers may not be assigned to special duty. Workers other than term-limited and short-term temporary employees and contract workers who are exempt from the provisions of the career service may be assigned to special duty.

2.6.1 Employees on probation as a result of their initial appointment with the county may not be assigned to special duty assignments.

2.6.3 Employees on probation as a result of a promotion, a demotion or a lateral transfer may be assigned to special duty assignments.

2.7 Special duty assignments exceeding twelve months total may only be made for the following reasons:

- ◆ When the employee is backfilling an absence created while another employee is on sick leave, leave under the Family and Medical Leave Act or leave under the King County Family and Medical Leave;
- ◆ When the employee is backfilling an absence created while another employee is on vacation leave;
- ◆ When the employee is backfilling an absence created while another employee is on leave for military duty;
- ◆ When the employee is backfilling an absence created while another employee is on special duty;
- ◆ When the employee is backfilling an absence created while another employee is on another assignment; or
- ◆ When the employee is performing project work where a higher level of project work has a definite termination date.

2.8 Special duty assignments made to backfill for a vacant position cannot exceed twelve months in duration.

2.9 When assigned for intermittent periods, special duty pay will only apply during the actual performance of the higher level work and if the higher level work constitutes the majority of the work performed.

2.10 Special duty assignments are authorized in six calendar month increments as follows:

2.10.1 The requesting division director or designee (usually the front-line supervisor) completes, signs and dates the appropriate sections of the "Special Duty Request and Extension Form" and provides the completed form to the department HR SDM who then commences the approval or denial process.

2.10.2 The department HR SDM has authority to authorize or deny special duty assignments that are requested for up to 6 calendar months in duration.

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2.10.3 The HRD Director has authority to authorize or deny special duty assignments that are requested for 7 to 12 calendar months in duration. Special duty assignment requests going to the HRD Director must first be authorized and processed by the department HR SDM.

2.10.4 The CAO has authority to authorize or deny special duty assignments that are requested for 13 to 18 and for 19-24 calendar months in duration. Special duty assignment requests going to the CAO must first be processed and authorized by the department HR SDM and the HRD Director.

2.10.5 Special duty assignments cannot exceed a total of 24 calendar months in duration whether or not the assignment is intermittent or full-time.

2.11 Special duty assignments may be revoked at any time at the discretion of the department appointing authority or HRD Director.

2.12 If a special duty assignment is interrupted by the employee's absence in excess of 30 calendar days, the special duty assignment will end when management becomes aware that the absence will exceed 30 calendar days or at the conclusion of the first 30 days calendar of the absence, whichever occurs first.

2.13 Employees may be assigned to consecutive special duty assignments provided that the duties and body of work are distinctly different. If an employee is assigned to special duty in a body of work that is essentially the same work performed within the 3 preceding calendar months, then the special duty shall be considered an extension of the original special duty assignment and not a new assignment.

2.14 An employee assigned to special duty assumes all terms and conditions of employment associated with the position to which assigned, including additional pay provided for in KCC 3.15.140 or pursuant to the provisions of an applicable collective bargaining agreement.

2.15 Prior to the assignment of a non-represented employee or a represented employee in the same bargaining unit to special duty in a represented classification, the HR SDM should confer, as needed, with the Labor Negotiator assigned to the collective bargaining agreement to determine if the terms and conditions of the special duty assignment are consistent with the collective bargaining agreement or binding past practices thereunder.

2.16 If a represented employee is being assigned to special duty in a classification represented by a different labor organization, the HR SDM should confer, as needed, with the Labor Negotiator assigned the collective bargaining agreement under which the employee performs his or her regular work. That Labor Negotiator should consult with the Labor Negotiator assigned the collective bargaining agreement under which the higher level duties will be performed to determine if the terms and conditions of the special duty assignment are consistent with the collective bargaining agreement or binding past practices thereunder.

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2.16.1 If the special duty assignment is made for less than 30 calendar days, the collective bargaining agreement under which the employee is represented in his or her base classification is controlling, including provisions which provide for special duty assignments and pay. The employee must continue to pay union dues to the union which represents his or her base classification, unless the employee makes other arrangements with his or her union.

2.16.2 If the special duty assignment is made for more than 30 calendar days, the collective bargaining agreement under which the employee is represented in the special duty classification is controlling, including provisions which provide for special duty assignments and pay. The employee must pay union dues to both the union representing his or her base classification and the union representing his or her special duty classification, unless the employee makes other arrangements with the union(s).

2.17 If a represented employee is being assigned to special duty in a non-represented classification, the HR SDM should, as needed, confer with the Labor Negotiator assigned the collective bargaining agreement under which the employee performs his or her regular work to determine the controlling terms and conditions of the special duty assignment are consistent with the collective bargaining agreement or binding past practices thereunder.

2.18 Special duty assignments shall be paid at the first step of the pay range of the existing higher-level classification or to a pay step in the existing higher-level classification that provides an increase of no more than 5% above the former rate of pay, whichever is greater, or as otherwise provided by a collective bargaining agreement.

2.19 Special duty compensation may not exceed the top step of the new range unless the employee was receiving above-Step10 merit pay. In those instances, the pay may exceed the maximum of the new pay range by no more than 5% and shall continue only as long as the merit pay would have remained in effect. At the end of the special duty assignment the above-step merit will continue on the original base rate if rating requirements have been met for continuation.

2.20 An employee whose base classification is paid on an hourly basis and who is assigned to work special duty in a higher FLSA-exempt classification will be paid as a FLSA-exempt employee during the special duty assignment. However, the employee is not eligible to receive executive leave unless the employee has already served in the special duty assignment full time for six months and the assignment is expected to continue to the end of the year. Hourly classification to FLSA-exempt classification assignments shall be made in one-week increments.

2.21 An employee whose base classification is FLSA-exempt and who is assigned to work special duty in a higher classification paid on an hourly basis will be paid on an hourly basis during the special duty assignment. FLSA-exempt classification to higher hourly classification assignments shall be made in one-week increments.

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2.22 An employee whose base classification is FLSA-exempt and who is assigned to work special duty in a higher classification which is also FLSA-exempt will be paid at the higher FLSA-exempt rate. FLSA-exempt classification to higher FLSA-exempt classification assignments shall be made in one-week increments.

2.23 An employee who is working in a special duty assignment full-time shall receive his or her special duty rate for paid leave time.

2.24 An employee who is working in a special duty assignment less than full-time or intermittently shall receive his or her base rate for paid leave time.

2.25 Where professional license fees have been paid by the county in the employee's base classification, the county will continue to pay those fees while the employee is assigned to special duty.

2.26 When the special duty assignment is completed, the employee's pay will revert to the pay rate that the employee would have received in his or her base classification as if the employee had not been assigned to special duty. When the special duty assignment is completed, the employee's FLSA designation will revert to the designation assigned to that classification.

2.27 Special duty pay shall not be considered part of an employee's base pay rate for purposes of a pay rate determination as a result of promotion or reclassification; nor shall it be considered in the cash out of vacation or sick leave; nor shall it be considered for the purposes of vacation or sick leave donations as provided for in KCC Chapter 3.12.

### **Guidance for Lead Worker Assignments:**

3.1 Assignment for lead duty is to be made only as necessary to meet the business needs of the county or department. Assignments to lead duty must receive the appropriate written approvals prior to commencement of the assignment.

3.2 Lead worker assignments may only be assigned pursuant to the terms of a collective bargaining agreement or binding past practices thereunder and lead worker pay shall be that set forth in the collective bargaining agreement under which the lead worker assignment is made. Should the applicable collective bargaining agreement be silent as to lead worker pay, lead worker assignments will be paid at the rate of 5% above the employee's former rate of pay.

3.2.1 Where provisions of a collective bargaining agreement or binding past practices thereunder require higher pay for all work performed in a lead duty assignment, then payments must be made in accordance with the agreement.

3.3 Lead duty assignments are authorized within the department. Approvals or denials are provided by the requesting supervisor, the division director or designee, the HR SDM and the department director or designee.

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3.3.1 The assigning supervisor is accountable to obtain timely approval for the requested assignment under this Human Resources Bulletin. Lead duty assignments may not be made retroactively.

3.4 Term-Limited and Short-Term Temporary employees may not be assigned to lead duty, unless otherwise provided in a collective bargaining agreement. Contract workers may not be assigned to lead duty.

3.4.1 Employees on probation as a result of their initial appointment or as a result of a promotion may not be assigned to lead duty assignments.

3.4.2 Employees on probation as a result of a demotion or a lateral transfer may be assigned to lead duty assignments.

3.5 Lead duty assignments may be revoked at any time at the discretion of the department appointing authority.

3.6 If a lead duty assignment is interrupted by the employee's absence in excess of 30 days, the lead duty assignment will automatically end when management becomes aware that the absence will exceed 30 days or at the conclusion of the first 30 days of the absence, whichever occurs first.

3.7 An employee who is working in a lead duty assignment full-time shall receive his or her lead duty rate for paid leave time.

3.8 An employee who is working in a lead duty assignment less than full-time or intermittently shall receive his or her base rate for paid leave time.

3.9 Lead duty pay shall not be considered part of an employee's base pay rate for purposes of pay rate determination as a result of promotion or reclassification; nor shall it be considered in the cash out of vacation or sick leave; nor shall it be considered for the purposes of vacation or sick leave donations as provided for in KCC Chapter 3.12.

3.10 When the lead duty assignment is completed, the employee's pay will revert to the pay rate that the employee would have received as if the employee had not been assigned to lead duty.

**Procedures:**

4.1 The requesting division director or designee (usually the front-line supervisor) determines potential need for a special duty or lead worker assignment

4.1.1 Completes the "Special Duty Request and Extension" Form and special duty assignment memorandum to employee; or completes the "Lead Worker Assignment" Form, as appropriate

4.1.2 Confers with departmental human resources and payroll personnel, as

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needed, to verify current rate of pay and rate of pay to be received upon assignment to special duty or lead work

4.1.3 Submits form(s) and/or special duty assignment memorandum through internal chain of command to the HR SDM, completes an assignment memorandum which informs employee of classification title, pay range placement, dates of assignment and list of specific duties expected to be performed

4.2 The Department Director or designee may review special duty assignment or lead worker request and may deny the request

4.2.1 May request alternative means of meeting work requirements

4.3 The Department HR SDM reviews and processes special duty and lead worker assignment requests

4.3.1 If the special duty request is for 6 calendar months or less, approves or denies the request

4.3.2 If the special duty request is for an extension for a total of 12 calendar months, approves or denies the request; if approved, forwards to HRD Director for final approval or denial

4.3.3 If the special duty request is for an extension beyond 12 calendar months, approves or denies the request; if approved, routes to HRD Director who will forward to the CAO with a recommendation for final approval or denial

4.3.4. If the request is for an assignment as a lead worker, approves or denies the request; ensures that all necessary approvals have been received; if fully approved, copies and attaches appropriate collective bargaining agreement provision and forwards approved request to payroll staff for processing

4.3.5 Provides communication notifying the requesting division director or designee (usually the front-line supervisor) that request for a special duty or lead worker assignment has been approved or denied

4.4 The HRD Director reviews and processes special duty requests

4.4.1 If the request is for an extension for a total of 12 calendar months, approves or denies the request

4.4.2 If the request is for an extension beyond 12 calendar months, approves or denies the request and forwards the request to the CAO with a recommendation for approval or denial

4.5 The CAO reviews and processes special duty requests

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4.5.1 If the request is for an extension beyond 12 calendar months (13 to 18 and 19-24 calendar months), after receiving a written recommendation from the HRD Director, approves or denies the request

4.5.2 Returns approved or denied "Special Duty Request and Extension" Form to originating department and maintains a copy for the CAO's records

**Responsibilities:**

5.1 The requesting division director or designee (usually the front-line supervisor), in consultation with departmental human resources staff, are responsible for determining the business need for assigning special duty or lead worker assignments to an employee and:

5.1.1 Determining the start date and anticipated completion date of the assignment

5.1.2 Confirming the current classification and pay rate of the employee who will be assigned to special duty; or confirming the current pay rate of the employee who will be assigned to lead duty

5.1.3 Justifying the need for the special duty or lead worker assignment by identifying the additional duties the employee will assume upon approval of the requested assignment

5.1.4 Identifying the higher-level classification which is the best fit for special duty assignment if appropriate, and/or determining the proposed rate of pay for a special duty or lead worker assignment

5.1.5 Monitoring the work performed in the new assignment to insure the new duties comprise the majority of the work being performed by an employee

5.1.6 Completing the "Special Duty Request and Extension Form" or "Lead Worker Assignment Form" and forwarding it as appropriate for approval before the special duty or lead worker assignment commences

5.1.7 Holding the assigning supervisor accountable for receiving approval before the special duty or lead worker assignment commences

5.1.8 Ensuring that the employee does not work in a special duty assignment or as a lead worker beyond the approved completion date

5.2 The Department Directors are responsible for:

5.2.1 Holding the assigning supervisor and/or department division director accountable for receiving approval before the special duty or lead worker assignment commences

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5.2.2 Ensuring that the employee does not work in a special duty assignment or as a lead worker beyond the approved completion date

5.3 The HR SDMs are responsible for:

5.3.1 Reviewing the duties and responsibilities of a special duty assignment to assure the appropriate existing classification has been identified by the immediate supervisor

5.3.1.1 If needed, seeking the assistance of the Compensation Management Services staff in determining the appropriate existing classification for the special duty assignment

5.3.2 Conferring, as needed, with a Labor Negotiator if the employee who is assigned special duty is represented or if the employee is non-represented but the higher-level classification is represented

5.3.3 Ensuring the special duty or lead worker assignment meets the business needs of the work unit

5.3.4 Providing final approval or denial if special duty assignment is for 6 calendar months or less

5.3.5 Forwarding the request to HRD Director for prior approval or denial if the request is for a special duty assignment extension of up to 12 calendar months

5.3.6 Routing to HRD Director requests for a special duty extension beyond 12 calendar months, who will forward to the CAO with a recommendation for final approval or denial

5.3.7 Ensuring compliance with special duty and lead worker procedures and informing the department director and HRD Director if the special duty or lead worker assignment commences before all necessary approvals are received

5.3.8 Tracking assignments to ensure that the employee does not work in a special duty assignment or as a lead worker beyond the approved completion date

5.4 HRD Compensation Management Services staff are responsible for:

5.4.1 Reviewing the duties and responsibilities of special duty assignments to assure the appropriate existing classification has been identified

5.4.2 Advising the HR SDM or department human resources staff of the appropriate existing classification for the special duty assignment

5.5 The HRD Director is responsible for:

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5.5.1 Giving final approval or denial if request is for an extension of special duty to a total of 12 calendar months

5.5.2 Forwarding to CAO a recommendation for approval or denial if request is for an extension of special duty beyond 12 calendar months

5.6 The CAO is responsible for:

5.6.1 Approving or denying requests for extension of special duty beyond 12 calendar months (13 to 18 and 19-24 calendar months), after receiving a recommendation from the HRD Director

5.6.2 Returning the processed "Special Duty Request and Extension" Form to originating department and maintaining a copy for the CAO's records

5.7 The employee assigned to special duty or lead worker is responsible for:

5.7.1 Reading the special duty assignment memorandum and complying with special duty directives

5.7.2 Complying with lead worker directives

5.7.2 Tracking time assigned to special duty or lead worker

**Attachments:**

- √ Special Duty Request and Extension Form
- √ Special Duty Assignment Memorandum
- √ Lead Worker Request Form

Note: This Human Resources Bulletin does not create an employment contract or term or limit the dissolution of the employment relationship. The effect of the provisions of this bulletin confer no new privilege, right of appeal, right of position, transfer nor promotion for any King County employee. This bulletin does not constitute an express or implied contract, and is simply a general statement of King County policy which cannot form the basis of a private right of action.



Special Duty Form  
5-08.doc



SD Employee  
Agreement ltr 11-



Lead Worker  
Form 11-06.doc