

**King County – Union Bargaining Coalition**  
**Summary of Agreements**  
**Negotiations on Effects of Revisions in**  
**2005 Personnel Guidelines**

**Format:**

- 2005 Personnel Guidelines are in unshaded text. *Italics denote a verbatim excerpt from County Code.*
- County – Union Agreements to apply a substitute, modified, or added provision are shaded. Strikeouts and underlines indicate where a substitute provision from the 2000 Personnel Guidelines is modified.
- *Notes in bold italics describe how the County – Union Agreements differ from the 2005 Personnel Guidelines.*

**2005 Personnel Guidelines 5.3. Status of an Employee Whose Position is Reclassified**

An employee whose position is reclassified upward due to an accretion of duties will be promoted to the higher classification. The employee must then serve a probationary period in accordance with these guidelines. An employee whose position is reclassified due to reorganization will be transferred, promoted, demoted, or laid off in accordance with applicable provisions of these guidelines. If the reclassification results in a demotion, and if the employee remains in the reclassified position, then the employee will be considered to have taken a voluntary demotion.

**County – Union Agreement: Add as the last sentence to 5.3 of the 2005 Guidelines**

An employee who takes a voluntary demotion as a result of reclassification shall be eligible for reinstatement in the previous classification for a period of two years beginning with the date the employee is notified of the reclassification.

**Note:** *The shaded sentence restores a provision in the 2000 Guidelines.*

**2005 Personnel Guidelines 5.5. Position Descriptions and Notification of Change in Position Content**

- A. When there is any substantial change, addition, or deletion to the duties assigned to a position, the department or division director will provide a completed position description questionnaire to the Human Resources Director.
- B. *Implementation of a reclassification and any related pay change shall be prospective and is effective when the classification is approved by the [Human Resources Director]. The pay increase as a result of reclassification may not exceed five percent above the top step in any case. (K.C.C 3.15.020.C)*

**County – Union Agreement: Substitute for 5.5.B of the 2005 Guidelines**

**5.5. Position Descriptions and Notification of Change in Position Content**

**A.....**

- B. If a position is reclassified, the classification action will be effective on the first day of the pay period after the appointing authority provides a completed position description questionnaire to the Human Resources Director, or on a **prior** date determined as appropriate by the Human Resources Director.

*Note: The agreement substitutes the 2000 Guidelines language. The 2005 Guidelines provide for prospective reclassification upon approval by the HRD Director; whereas the 2000 Guidelines provided for reclassification to be retroactive to when HRD received the position questionnaire.*

## 2005 Personnel Guidelines 6.9. Pay on Promotion

- A. An employee who is promoted may be placed in the first step of the new pay range.
- B. *The promoted employee may be placed at a higher step in the pay range when the department director determines this action is warranted, if the criteria and procedures in KCC 3.15.120 are met and if funds are available in the agency.* This option is not applicable to a promotion that is a result of a reclassification.
- C. A promotional placement above Step 1 in the pay range requires completion of the initial hire or promotion pay request form. A copy of this form and a copy of the appointment letter must be provided to HRD, Director's Office at the time of hire.

*(K.C.C 3.15.130 (part))*

### County – Union Agreement: Substitute for 6.9 of the 2005 Guidelines

#### 6.9. Pay on Promotion.

An employee who is promoted will be placed either in the first step of the new salary range or at the step which is the equivalent of two steps (approximately five per cent) more than the employee's former salary step, whichever is greater, but not to exceed the top step of the new range except as provided for below.

If the former salary step includes an above step-ten amount as a result of an incentive increase, the employee's new salary is based upon the above step-ten amount, provided that if such increase results in a salary that is above the top step of the new range (not to exceed five per cent above the top step) the salary will be reduced to the top step at the end of the merit period unless the employee re-qualifies for an above-step-10 merit award.

When a promotion results from other than a reclassification, the appointing authority may place the promoted employee at any higher step in the salary range when the department director determines this action is warranted based on the criteria set forth in Section 6.4 of the Personnel Guidelines, provided funds are available in the agency.

***Note: The agreement substitutes the language of the 2000 Guidelines. The 2005 Guidelines provided a pay increase of "no more than five percent" In comparison, the 2000 Guidelines provided an increase equivalent to two steps or "approximately" five per cent; 2000 Guidelines also include the provision for pay above the top step of the range.***

## 2005 Personnel Guidelines 6.13. Pay for Assignment to Special Duty

- A. *The special duty increase shall be to the first step of the pay range of the existing higher-level job classification or to a pay step in the existing higher classification that provides an increase of no more than five percent above the former rate of pay, whichever is greater.*
- B. *Special duty compensation may not exceed the top step of the new range [unless] the employee was receiving above-Step-10 incentive pay. In those instances, the pay may exceed the maximum of the new pay range by no more than five percent and shall continue only as long as the incentive pay would have remained in effect.*
- C. *When the special duty assignment is completed, the employee's pay shall revert to the pay rate the employee would have received if the employee had not been assigned to special duty.*
- D. *Special duty pay shall not be considered part of an employee's base pay rate for purposes of placement within a pay range as a result of promotion or reclassification.*

*(KCC 3.15.140)*

### County – Union Agreement: Substitute for 6.13 of the 2005 Guidelines

#### 6.13 Pay for Assignment to Special Duty

An employee who is assigned to special duty (Section 12.5) will receive ~~an increase of at least five percent within his/her current salary range or, if the special duty involves work more appropriately assigned to a higher job classification, to, at a minimum,~~ the first step of the salary range of the higher level job classification or a salary step in the higher level classification which provides at least the equivalent of two steps (approximately five percent) increase over the employee's current rate of pay, whichever is greater. Additional compensation will not exceed the maximum of the salary range for the classification except in the case of a lead worker assignment where compensation may exceed the maximum of the pay range by no more than five percent, or where the employee was receiving above-step-10 merit pay prior to the assignment and a five percent increase would exceed the new salary range by no more than five percent; provided, that additional compensation resulting from said above-step-10 merit pay will continue only as long as the merit pay would have remained in effect. When the special duty assignment is completed, the employee's salary will revert to the salary rate that the employee would have been at if the employee had not been assigned to special duty.

***Note: The 2005 Guidelines provide for an increase of “no more than five per cent” compared with the provision for equivalent of two steps or “approximately five per cent” in the 2000 Guidelines. The strikeout language (in the 2000 Guidelines) is outdated and inconsistent with current special duty pay policies and practices.***

**2005 Personnel Guidelines 6.15. Pay on Position Reclassification**

- A. *When a position is reclassified to a higher classification, the pay rate of the incumbent employee shall be increased to the first step of the pay range of the new classification or the nearest step that constitutes an increase of no more than five percent above the former rate of pay, whichever is greater.*
- B. *A pay increase as a result of reclassification may not exceed the top step of the new range, unless the employee's former pay includes an above-Step-10 amount as a result of an incentive increase. If the employee's former pay includes an above-Step-10 amount as a result of an incentive increase, the employee's new pay is calculated upon the above-Step-10 amount. If the increase from reclassification results in pay that is above the top step of the new range, the pay unless the employee requalifies for an above-Step-10 incentive award.*
- C. *Implementation of a reclassification and any related pay change shall be prospective and is effective when the classification is approved by the [Human Resources Director]. The pay increase as a result of reclassification may not exceed five percent above the top step in any case.*
- D. *If reclassification is to a lower classification or a classification with the same pay range, the pay of an incumbent will be determined in accordance with the guidelines for demotion or transfer, respectively.*

*(KCC 3.15.020.5*

**County – Union Agreement: Substitute for 6.15 of the 2005 Guidelines**

**6.15 Pay on Position Reclassification**

An employee whose position is reclassified to a higher classification will be placed on the first step of the new salary range or at the step which is the equivalent of two steps (approximately five per cent) more than the employee's former salary step, whichever is greater, but not to exceed the top step of the new range except as provided for below.

If the former salary step includes an above step-ten amount as a result of an incentive increase, the employee's new salary is based upon the above step-ten amount, provided that if such increase results in a salary that is above the top step of the new range (not to exceed five per cent above the top step) the salary will be reduced to the top step at the end of the merit period unless the employee re-qualifies for an above-step-10 merit award.

**6.16 Effective Date of Pay Changes**

A pay increase as a result of a reclassification will be effective on the first day of the pay period after the appointing authority provides a completed position description

questionnaire to the Human Resources Director, or on a **prior** date determined as appropriate by the Human Resources Director.

*Note: The Agreement substitutes language of the 2000 Guidelines with addition of “prior” in 6.16. The 2005 Guidelines provide for pay upon reclassification to be at the first step of the new range or “no more than five percent” and provides for the increase to be prospective upon approval of the reclassification by the HRD Director. The 2000 Guidelines provide for an increase of equivalent to two steps, or “approximately five percent,” an effective date retroactive to the receipt by HRD of the position description, and allows for pay above the top step.*

## **2005 Personnel Guidelines 12.3. Part-time FLSA Exempt Employees**

Part-time regular employees are those employees who work at least half-time but less than full-time in a calendar year. The following applies to part-time regular employees who are in job classifications that have designated as FLSA Exempt:

- Part-time regular employees are treated for all purposes including compensation consistent with the FLSA designation of their job classification.
- Part-time regular FLSA exempt employees have their workload expectations and pay established relative to a full-time position.
- In accordance with the Executive Policy PER 8-1-1 (AEP), with approval of the HRD Director, an employee who would otherwise be exempt from the FLSA may be compensated on an FLSA non-exempt basis when the department director determines that this method is in the best interests of the department.
- Part-time regular FLSA exempt positions may be approved by hiring authorities on the following bases, in which both the pay level and workload expectations are established relative to a full-time equivalent (FTE) position:
  - 0.5 FTE (20 hours per workweek)
  - 0.6 FTE (24 hours per workweek)
  - 0.75 FTE (30 hours per workweek)
  - 0.8 FTE (32 hours per workweek)

### **County – Union Agreement**

- 0.9 FTE (36 hours per workweek)

*Note: The Agreement adds 0.9 FTE as one of the approved part-time exempt schedules.*

## 2005 Personnel Guidelines 12.4. Overtime and Compensatory Time

- A. Employees shall be eligible for overtime compensation in accordance with applicable state and federal laws and regulations. For employees eligible for overtime:
- Pay for work beyond an employee's regularly scheduled workday or workweek will be at the straight time hourly pay rate until the employee has actually worked forty (40) hours in a workweek.
  - Paid time off will not be included when calculating the 40-hour eligibility threshold for overtime pay or compensatory time.
- B. Overtime work may be required by the appointing authority or designee where necessary. All overtime work must be authorized by the appointing authority or designee. Directors, managers and supervisors should take steps to ensure that FLSA non-exempt employees do not work outside their regularly scheduled work hours (for example, lunch period, before or after shift, etc.) without authorization and/or compensation for the additional time worked.
- C. Compensatory time may be accrued as follows:
- An employee may submit a written request in advance of the overtime work to accrue compensatory time in lieu of receiving pay for overtime work. Approval to accrue compensatory time in lieu of overtime pay is at the discretion of the employee's appointing authority or designee.
  - An employee is not required to accept compensatory time in lieu of overtime pay unless the employee agrees to this arrangement before the employee performs the overtime work.
  - Compensatory time will accrue at the rate of straight time up to 40 hours of work in a work week, or time and one-half for all hours worked beyond 40 in a week.
  - An employee's accrued compensatory time balance must not exceed 80 hours at any time. However, department directors may establish more stringent limitations or may elect to pay employees for all overtime work.
- D. Use of accrued compensatory time is as follows:
- Compensatory time may not be used before it is accrued.
  - An employee must submit a written request in advance to use compensatory time.
  - Requests to use compensatory time will be approved unless the employee's absence during the period requested will unduly disrupt operations.

## County – Union Agreement: Add to 12.4.D of the 2005 Guidelines

### 12.4 Overtime and Compensatory Time...

...D. ...

- Compensatory time must be used during the calendar year in which it is accrued unless this is not feasible due to work demands. The employee may then request, and the department director may approve, the carryover of a maximum of 40 hours of accrued compensatory time. Compensatory hours that have been carried over must be used within the first quarter of the new calendar year.
- Accrued compensatory time may be cashed out at any time upon request by the employee.

E. Payment for accrued compensatory time is as follows:

- Employees will be paid in the pay period that includes December 31 for all accrued compensatory time not carried over into the following year.
- If an employee is terminated from employment or is transferred, promoted, or demoted to a position in another department/division, the employee will be paid for all hours of accrued compensatory time.
- All pay for accrued compensatory time will be at the employee's regular hourly pay rate in effect at the time of payment.

F. FLSA exempt employees

- FLSA exempt employees are not eligible to accrue compensatory time nor can they receive overtime pay.
- FLSA exempt employees may receive up to ten days of executive leave each calendar year at the discretion of their department director. Unused executive leave cannot be carried over or cashed out—it must be used in the calendar year that it is granted or it is forfeited.

*Reference PER 8-1-1 (AEP), PER 8-2 (AEP), and KCC 3.12.120H]*

***Note: The agreement includes all of 12.4 A through F in the 2005 Guidelines, plus two additional bullet points added to 12.4.D. The first addition is language from the 2000 Guidelines; the second (underlined) is new language proposed by the County.***

## 2005 Personnel Guidelines 12.5. Assignment to Special Duty

- A. *An appointing authority, with the prior written approval of the department director and the [Human Resources Director], or his or her designee, may temporarily assign an employee to an existing higher-level classification when the higher-level duties and responsibilities comprise the majority of the work performed.*
- B. Special duty may be appropriate for an employee assigned to perform duties and responsibilities that are outside of the scope of his/her current classification if the higher level duties, as described in an existing classification, are of a temporary nature and comprise the majority of the work being performed.
- C. Special duty may be assigned under the following conditions:
- To backfill a vacancy created when another employee is on leave for a medical disability, as required for reasonable accommodation under the state or federal law, on leave for military duty or other approved leave of absence.
  - To perform higher level work either directly or backfilling for another employee when the work is related to a project that has a definite termination date.

### County – Union Agreement: Add to 12.5.C of the 2005 Guidelines

#### 12.5 Assignment to Special Duty...

...C...

- Designating the employee as a lead worker, provided that both of the following conditions exist:
  - There is a need for limited supervisory authority to perform certain duties, for example, to assign and distribute work or to maintain a balanced workload among employees who are in the same classification or a classification that has the same salary range. Such assignment does not preclude lower level positions from being in the work group being led; nor does it preclude employees in lower level job classifications from serving as the lead for a work group in which there are employees in higher level positions.
  - The above duties do not justify reclassifying the position.

- D. *The maximum period of special duty is six months [when approved by the Human Resources Director or designee]. A special duty assignment may be extended to a maximum of twelve months if authorized in advance in writing by the department director and the [Human Resources Director] before the expiration of the initial six-month period. Any further extensions must be authorized in writing in advance by the department director and the county administrative officer based upon a specific determination that a special duty assignment continues to meet the requirements stated in this chapter and that a position reclassification is not appropriate. Such cases shall only include back-filling for a regular position when an incumbent employee is absent because of an extended leave of absence for a medical disability, as required under reasonable accommodation provisions of applicable state or federal law, or is on military reserve duty. Additionally, an extension may be allowed for performance of a project when a higher level of work has a definite termination date.*
- E. *Special duty assignments may not exceed two years in duration.*
- F. *A special duty assignment must be made in writing to the employee before the beginning of the assignment. The written notice must provide the classification title and description and must list the specific duties that the employee is to perform and the duration of the assignment. The written notice must also include a statement that the assignment will not confer on the employee any new privilege, right of appeal, right of position, transfer, demotion, promotion or reinstatement. A special duty assignment may be revoked at any time at the discretion of the appointing authority. Special duty may not be assigned retroactively.*

*(KCC 3.15.140 (part))*

**Note: The Agreement includes all of 12.5 A through F of the 2005 Guidelines, plus the addition of language from the 2000 Guidelines as two additional bullet points in 12.5.C.**

## 2005 Personnel Guidelines 22 Definitions

### County-Union Agreement: Section 22 – Modify Special Duty Assignment definition, and add Work out of Class definition.

**Special Duty Assignment.** A 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 by the employee. (Also called Work out of Class or Work Outside of Classification).

**Work Out of Class.** See Special Duty Assignment. Work out of Class is a term commonly found in collective bargaining agreements, meaning the same as special duty assignment.

*Note: The purpose of these additions is to clarify that two different terms in common use have the same meaning.*