

- SUBJECT:** Details
- PURPOSE:** To outline the policies and procedures governing the administration of details.
- SCOPE:** This procedure defines details, outlines eligibility and extension requirements, methods of processing pay adjustments, and identifies the procedure for limited-term promotions in lieu of detail.
- AUTHORITY:** Personnel Law, Sections 16-121, 16-147, 16-148, 16-178, 16-189
Personnel Procedures 241 and 244
Applicable Collective Bargaining Agreements
- RESPONSIBILITY:** Office of Human Resources Management
All Appointing Authorities

A. GENERAL STATEMENT

1. It is the policy of this County that all or part of the duties, tasks and responsibilities of any position may be temporarily detailed by an Appointing Authority to the incumbent of another position under certain circumstances and in accordance with the procedures as outlined herein.
2. As defined, a detail means the temporary assignment to an employee all or part of the duties, tasks and responsibilities of another position to meet an emergency situation, for purposes of training, or to accommodate an employee's temporary disability. Details are not intended to cover the short-term absences of employees, such as approved annual, compensatory or personal leave, unless such leave meet the criteria as established below.
3. Details for employees who are covered by the terms of a collective bargaining agreement shall follow the guidelines outlined in this procedure except as otherwise specified in the agreement.

B. CIRCUMSTANCES UNDER WHICH A DETAIL ACTION MAY OCCUR

1. To meet an emergency situation (a circumstance that may have been unforeseen or unexpected, and that creates an immediate need for action) caused by:
 - a. an abnormal or unanticipated workload, as substantiated by significant increases above fiscal year projections for performance indicators included in the approved County budget and augmented by the requesting Appointing Authority's management report;

- b. a temporary change in the agency's functions, due to the implementation of a new programmatic mandate or executive initiative that is expected to be completed within a period of time not to exceed six (6) months; or
 - c. an approved absence of an incumbent from a position, where duties must be covered for the interim period of absence, and such duties cannot be assumed by or among other employees.
 2. For purposes of training which is designed to:
 - a. foster career development within those classes of work constituting normal career growth patterns; or
 - b. facilitate the goals and timetables under an equal employment opportunity plan approved by the County.
 3. To accommodate an employee's temporary disability as provided for under Section 16-189(c) of the Personnel Law.

C. POINTS OF INFORMATION

1. Intradepartmental Details

These are details whereby an Appointing Authority may temporarily assign all or part of the duties, tasks and responsibilities of any position under the Appointing Authority's jurisdiction for a period not to exceed ninety (90) consecutive calendar days.

2. Interdepartmental Details

These are details whereby the County Executive or the County Executive's designee may temporarily assign all or part of the duties, tasks and responsibilities of any position to any employee within the Executive Branch for a period not to exceed one hundred twenty (120) consecutive calendar days.

3. Details Due to an Employee's Temporary Disability

Details may be used to accommodate an employee's temporary disability. For example, where an employee undergoes a medical examination which indicates that the employee has a correctable impairment which is temporary in nature, the employee's Appointing Authority may detail other duties, tasks and responsibilities to the employee during the period of the employee's temporary impairment for a period of up to one hundred eighty (180) calendar days.

D. LIMITATIONS

1. Intradepartmental Details: Unless otherwise determined by the provisions of an applicable collective bargaining agreement, the initial detail is not to exceed ninety (90) consecutive calendar days. Approval may be granted by an Appointing Authority to extend an intradepartmental detail, when circumstances require, and based upon a demonstrated need of the agency, for an additional sixty (60) consecutive calendar days. An intradepartmental detail, shall in no event, exceed one hundred fifty consecutive (150) calendar days.
2. Interdepartmental Details: Upon authorization of the Chief Administrative Officer or a Deputy Chief Administrative Officer, an employee may be detailed to perform duties, tasks and responsibilities in another department for an initial period not to exceed one hundred twenty (120) consecutive calendar days. The Chief Administrative Officer or a Deputy Chief Administrative Officer may also authorize an extension of the detail for an additional sixty (60) consecutive calendar days. An interdepartmental detail, shall in no event, exceed one hundred eighty (180) consecutive calendar days.
3. Details for purposes of training must follow the normal career growth patterns. Details for this purpose should not exceed ninety (90) consecutive calendar days.
4. When an intradepartmental detail exceeds ninety (90) consecutive calendar days, the detailed employee (including an employee covered by a collective bargaining unit) is required to meet the minimum qualifications for details advancing one (1) grade or more. Certification for such must be provided by the Office of Human Resources Management (OHRM).
5. When an interdepartmental detail exceeds one hundred twenty (120) consecutive calendar days, the detailed employee (including an employee covered by a collective bargaining unit) is required to meet the minimum qualifications for details advancing one (1) grade or more. Certification for such must be provided by the Office of Human Resources Management (OHRM).
6. When there is a detail due to an employee's temporary disability, and the disabled employee does not return to full duty after one hundred eight (180) consecutive calendar days, the detailed employee (including an employee covered by a collective bargaining unit) is required to meet the minimum qualifications for details advancing one (1) grade or more. Certification for such must be provided by the Office of Human Resources Management (OHRM).
7. Employees that are detailed and are currently in a grade G29 or above (or equivalent in the collective bargaining agreements) are to be rated for minimum qualifications.

8. Details to dually-allocated position vacancies must be at the entry-level in accordance with Personnel Procedure 241.

E. REQUIRED ACTIONS

1. Requests for Details

- a. Appointing Authorities must complete Section (A) of the Detail Action Form (Attachment A) and submit all detail requests advancing one (1) grade or more, or if the employee to be detailed is a grade G29 or above (or equivalent in the collective bargaining agreement), along with an employment application and a copy of the position description (Form 544) of the new assignment to OHRM for review. These requests should be submitted at least ten (10) working days in advance of the effective date of the detail.
- b. Appointing Authorities must complete Section (A) of the Detail Action Form and submit all detail requests not aligned with the normal career path, along with an employment application and a copy of the position description (Form 544) of the new assignment to OHRM for review. These requests should be submitted at least ten (10) working days in advance of the effective date of the detail. (Refer to any applicable collective bargaining agreements.)
- c. Appointing Authorities must submit requests for all other details to the OHRM Director for approval, at least ten (10) working days in advance of the effective date of the detail, by completing Section (A) of the Detail Action Form.
- d. Appointing Authorities must include a brief cover memorandum that explains the rationale for the detail, identifies the criteria under which the detail is authorized and documents the nature of the emergency situation, if applicable.
- e. Appointing Authorities must notify the affected employee of the detail action in writing upon approval by OHRM.

2. Approval/Denial of Requests

- a. The OHRM Director or his/her designee will notify the Appointing Authority of the approval/denial of a request for detail within five (5) working days of receiving the request.
- b. A copy of an approved/denied request will be placed in the employee's personnel file.

3. Extensions

- a. Appointing Authorities must submit notification for an extension of a detail to the OHRM Director at least ten (10) working days before the expiration of the initial detail, by completing Section (B) of the Detail Action Form (Attachment A). Extension requests must be accompanied with a certification from OHRM that the detailed employee meets the minimum qualifications in accordance with D.4., D.5., and D.6. of this procedure.
- b. Appointing Authorities must also notify the affected employee of this action in writing upon approval by OHRM.

4. Processing Pay Adjustments

An employee will become eligible for a temporary pay adjustment (i.e., acting pay) on the first day of the detail unless the provisions of the collective bargaining agreement or pay schedule differ (see Attachment B). Upon approval by the OHRM Director, OHRM will enter the appropriate detail pay percentage, if any, for the detail, as described in Section 5, below.

5. Completion of a Detail

The Appointing Authority or his/her designee, must notify OHRM, that the employee is resuming his/her former pay status upon completion of the detail if the date is different than identified on the original request.

F. PAY STATUS DURING A DETAIL

1. Detailed Duties of Another Position with an Equivalent or Lower Grade

Regardless of reason for the detail, when the employee's duties, tasks and responsibilities of another position is equivalent or lower in grade, the detailed employee must remain in their current salary status during the period of such detail, and upon completion of the detail, shall reassume the regular duties, tasks and responsibilities of the position occupied by the employee.

2. Detailed Duties of a Position with a Higher Grade

- a. Employees who are detailed the majority of duties, tasks and responsibilities of any other classified position with a higher grade shall have detail pay percentage applied to the minimum salary of the higher graded position or by ten percent (10%), whichever is greater; unless otherwise specified in the collective bargaining agreement, but not exceeding the maximum salary of the higher graded position. Such detail pay percentage shall be rescinded as of the termination date of such detail.

- b. The majority of duties, tasks and responsibilities of any other classified position shall be defined as being detailed at least ninety percent (90%) of the major duties/tasks established in the position description (Form 544) for the applicable higher graded position.
- c. Please refer to paragraph A.3. of this procedure governing the guidelines for employees covered by collective bargaining agreements.
- d. Any employee who is detailed and assumes duties, tasks and responsibilities of a higher graded position for training purposes is not eligible for any salary rate increase.

3. Pay Increase Due During a Detail

- a. When an employee's anniversary date occurs during a detail, the employee is evaluated only on the performance of his/her regular duties and, where applicable, any merit increase is granted effective on the employee's anniversary date.
- b. When an employee receives a Cost of Living Adjustment (COLA) during a paid detail, the COLA is granted pursuant to the applicable salary schedule, and the ten percent (10%) detail increase is computed automatically based on the new salary rate.

G. LIMITED TERM PROMOTIONS IN LIEU OF DETAIL

When an employee's temporary absence is not an emergency and the Appointing Authority determines that the employee's position duties, tasks and responsibilities must be continued during this absence, another employee can be promoted to perform those duties on a temporary basis, until the position incumbent returns, in lieu of using a detail. All "limited-term" promotions must be effectuated in accordance with Sections 16-147(a)(1), 16-148(a)(7) and 16-178 of the Personnel Law. If the position incumbent does not return to the position, the employee promoted on a temporary basis permanently assumes the duties of the position, having previously satisfied all requirements on conditions for promotion.

EFFECTIVE DATE: This Procedure supersedes revised Administrative Procedure 212, dated August 28, 2003, and shall become effective on the date of issuance.

November 29, 2018
Date

Nicholas A. Majett
Nicholas A. Majett
Chief Administrative Officer

ATTACHMENTS:

ATTACHMENT A- Detail Action Form

ATTACHMENT B - Collective Bargaining Agreement/Pay Schedule Adjustments

DETAIL ACTION

TO: Director, Office of Human Resources Management (OHRM)

FROM:

RE: Request for Detail

Employee to be Detailed: _____

SECTION A:

In accordance with Administrative Procedure 212, the following detail is requested under the provisions of:

- Personnel Law, Section 16-121
- Personnel Law, Section 16-189(c)
- The Collective Bargaining Agreement for _____

<u>Present Position</u>	<u>Detail Position</u>
Class Title:	Class Title:
Position #:	Position #
Class Code/Grade:	Class Code/Grade:
Current Hourly Rate:	
Detail Will Begin (Date):	Detail Will End (Date):

Justification for Detail:

- Approved** _____
- Denied** **OHRM Director** **Date**

Reason for denial:

SECTION B:

Request for Extension of Detail

Employee:

Present Position #:	Detail Position #:
Effective Date of Extension:	Ending Date of Extension:

Justification for Extension:

- Approved** _____
- Denied** **OHRM Director** **Date**

Reason for denial:

<u>Salary Schedules</u>	<u>Representation</u>	<u>Length of Detail</u>	<u>Waiting Period Before Detail Pay Begins</u>
A	AFSCME (2462, 2735, 3389 & 1170)	180 days in a calendar year	Effective immediately**
D	PGCOA (Correctional Officers)	Until relieved	4 days
G	N/A	90/150 With one 60 day ext.	Effective Immediately*
H	IAFF (1619) (Civilians)	Until relieved	14 days**
L	FOP Lodge 89 (Police Sworn)	Until relieved	10 days
P	PCEA (Police Civilians)	Until relieved	10 days
Q	PGCOA (Corrections Civilians)	Until relieved	10 days
W	FOP 112 - DSA (Deputy Sheriffs)	Until relieved	10 days
X	AFSCME (241) (School Crossing Guards)	90/150 With one 60 day ext.	Effective Immediately*
Y	IAFF (1619)	Until relieved	14 days
Z	Deputy Sheriff's Association (Civilian Unit)	Until relieved	14 days
C-O	N/A (Corrections Officials)	90/150 With one 60 day ext.	Effective Immediately*
F-O	N/A (Fire Officials)	90/150 With one 60 day ext.	Effective Immediately*
P-O	N/A (Police Officials)	90/150 With one 60 day ext.	Effective Immediately*
S-O	N/A (Sheriffs Officials)	90/150 With one 60 day ext.	Effective Immediately*

In accordance with Administrative Procedure 212, the language specified by union contracts will prevail for employees/positions in bargaining units.

* No Provision under the Labor Agreement, therefore, it will be processed in accordance with Section 16-121 of the Personnel Law.

** See specific salary schedule for explanation.