



# Pinellas County Personnel Rules

Revised June 6, 2024



**Unified Personnel System, Pinellas County Government**

**The Personnel Rules**

***Introduction***

Pinellas County, the Unified Personnel System, and all Appointing Authorities are equal opportunity employers. Our continuing policy in the substance, design and administration of our personnel program shall assure the fair and equal treatment of all persons in all aspects for personnel administration without regard to military status, political affiliation, age, race, color, national origin, gender, sexual orientation, gender identity or gender expression, religious creed, disability, genetic information, or any other characteristic protected by law, and with proper regard for their privacy and constitutional rights.

These rules are adopted by the Unified Personnel Board in accordance with the Pinellas County Unified Personnel System Act, Chapter 77-642 - Laws of Florida.

A list of definitions to assist with interpretation of these Rules is provided at the end of the rules.

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## Rule 1. The Classification Plan

### A. Purpose of the Plan

The Classification Plan provides a systematic arrangement and inventory of the positions in the Unified Personnel System. The plan groups the various positions into understandable classes indicative of the range of duties, responsibilities, and level of work performed. The class titles standardize the meaning, allocation, and usage of the Plan throughout the Unified Personnel System, again based upon the similarity of work and duties performed.

### B. Uses of the Plan

1. Groups positions into classes based on similarities in the nature and scope of work.
2. Determines qualifications, prepare recruitments and examination content.
3. Determines pay grades to be paid for the various classes of work.
4. Determines promotional paths.
5. Develops employee training and development programs.

### C. Content of the Plan

The Plan is a compilation of the following for each class: class title indicative of the work of the class, a class specification for each job classification containing the nature of work and relative responsibilities of the class, typical illustrative tasks, minimum qualifications, and the knowledge, skills, and abilities required for adequate performance of the work.

### D. Maintenance of the Classification Plan

The Unified Personnel Board is responsible for maintaining the Classification Plan by adding, deleting or modifying job classifications based on studies and recommendations made by the Chief Human Resources Officer.

### E. Appeals

The position incumbent or Appointing Authority may request a secondary review of the classification decision to the Chief Human Resources Officer. Downward reclassifications may be appealed through the Chief Human Resources Officer to the Unified Personnel Board.

## Rule 2. Filling Positions

The method used to fill a position is dependent upon the type of position and the type of appointment to be made. Classified and exempt positions may be filled by a competitive or non-competitive process into one of the following:

### A. Permanent Positions

A permanent position is one for which the duties and responsibilities are expected to occur on an ongoing basis and which is funded with recurring funds. The term permanent does not mean that the position cannot evolve or be eliminated. A permanent position may be a classified position or an exempt position.

Unless the position is excluded from the provisions of Florida Statutes Chapter 295, individuals who are eligible for Veterans' Preference in accordance with Chapter 295, Florida Statutes shall be provided a preference in each step of the hiring process.

#### 1. Exempt Positions

- a. Exempt positions are filled at the pleasure of the Appointing Authority.
- b. The selection process used to fill a position is at the discretion of the Appointing Authority.
- c. At the request of the Appointing Authority, the Human Resources Department will assist in the design and/or execution of a selection plan to fill an exempt position.

#### 2. Classified Positions

Classified positions will be filled by new hire, promotion, demotion, lateral, or transfer. Except as provided below, all permanent classified positions will be filled by a competitive process with the selection of a candidate from a list of eligible candidates (eligible register) provided by the Human Resources Department. Qualified employees shall be given an employee preference by requiring the hiring manager to review the qualification of the employee. All employees filling permanent classified positions must serve an initial one year probationary period unless shortened by the Appointing Authority.

##### a. Eligible Register and Recruitment

The Human Resources Department is responsible for the design and administration of the selection plan for the construction of the eligible register and will use fair and valid selection criteria in accordance with established professional standards and practices. The Human Resources Department shall make the final determination as to whether an individual meets the minimum qualifications of the job classification to be placed on the eligible register.

The method of recruitment and posting to fill vacant classified positions will be determined by the Appointing Authority or designee in consultation with the Human Resources Department. The recruitment may be:

- i. **External** – recruitment open to all interested individuals including the general public and all employees.
- ii. **Internal** – recruitment open to all interested employees in permanent positions within a designated area of the Unified Personnel System. Such recruitment

may be open to all Unified Personnel System employees or limited to employees within a designated department or division. Members of the public and temporary employees are not eligible for consideration.

- iii. **Reduction in Force** - recruitment during a reduction in force limited to classified employees, exempt employees who are to be impacted by the reduction in force, and former classified and exempt employees who have been separated from County service through layoff and whose separation date is less than six months from the closing date of the recruitment.
- iv. **Restricted** – recruitment resulting from the reclassification of an unspecified position will be limited to all interested employees in designated permanent positions. The designation of the positions will be made as part of the reclassification recommendation made by the Chief Human Resources Officer and approved by the Appointing Authority and the Unified Personnel Board.

## **b. Types of Appointment**

### **i. New Hire**

- a) If the individual selected to fill the position is not currently in a permanent position within the Unified Personnel System, the appointment will be considered a new hire and the appointee required to serve a probationary period.
- b) The probationary period is an integral part of the selection process and shall be utilized to evaluate the employee's performance on the job as well as for dismissing an employee who does not meet required standards of performance or behavior.
- c) The probationary period shall be for one year from date of appointment.
- d) Employees absent for a period in excess of 10 consecutive working days during the probationary period shall have their probationary period extended for the amount of time that such absences exceed the 10 day limit.
- e) A new hire may be given up to six months credit for time worked toward the probationary period for immediate prior temporary service if hired into a permanent position in the same department in the same or a lower related job classification.
- f) An employee whose services are deemed unsatisfactory may be dismissed at any time prior to the expiration of the probationary period. If satisfactory, or if the Appointing Authority fails to furnish notice to the Chief Human Resources Officer prior to expiration of the probationary period, the probationary period shall be deemed to be satisfactorily completed and the individual will become a member of the regular service. At any point prior to the end of the employee's probationary period, the Appointing Authority may remove the employee from probationary status. The determination of the Appointing Authority in either of these matters shall be final.
- g) Starting pay will be determined in accordance with Rule 3.

### **ii. Promotion**

- a) If the individual selected to fill the position is currently in a permanent position within the Unified Personnel System and the maximum of the pay rate for the

new position is higher than that of the employee's current pay grade, the filling of the position will be considered to be a promotion.

- b) Any increase in pay shall be awarded in accordance with Rule 3.
- c) With the approval of the Appointing Authority and the Chief Human Resources Officer, a classified employee promoted to fill a classified position who is unable to satisfactorily perform the job related requirements of the position during the first six months following the promotion shall be returned to a position in the employee's former job classification. Pay rate and probationary period, if any, shall be adjusted to correspond to what normally would have been attained had there not been a promotion. Any employee who is displaced by demotion of a promoted employee in accordance with the above procedure shall be subject to the provisions outlined in Personnel Rule 5, Reduction in Force. The determination of the Appointing Authority in this matter shall be final. After the first six months following the promotion, an inability to satisfactorily perform the job related requirements must be dealt with through the disciplinary process.
- d) An exempt employee promoted into a classified position will serve a one year probationary period. If the services of the employee are deemed unsatisfactory, the employee may be dismissed at any time prior to the expiration of the probationary period. If satisfactory, or if the Appointing Authority fails to furnish notice to the Chief Human Resources Officer prior to expiration of the probationary period, the probationary period shall be deemed to be satisfactorily completed and the employee will become a member of the regular service. At any point prior to the end of the employee's probationary period, the Appointing Authority may remove the employee from probationary status. The determination of the Appointing Authority in either of these matters shall be final.
- e) A classified employee promoted to fill a classified position and currently serving in the first six months following the promotion who wishes to voluntarily return to the previous job classification shall make such a request in writing and, with the approval of the Appointing Authority, may be demoted in accordance with the provisions described in the Rule 2.A.2.b.ii.c. above. An exempt employee promoted to fill a classified position and currently serving a probationary period who wishes to voluntarily return to the previous job classification shall make such a request in writing and the return of the individual to the exempt service is at the Appointing Authority's discretion.

### **iii. Transfer/Lateral**

- a) If the individual selected to fill a position is currently in a permanent classified position within the Unified Personnel System in the same job classification, it will be considered a transfer. If the individual selected is currently in a permanent classified position within the Unified Personnel System and is in a different job classification but in the same pay grade, it will be considered to be a lateral.
- b) Normally there is no adjustment in pay. However any change in pay shall be made in accordance with Rule 3.C. Base Pay Adjustments.
- c) A classified employee taking such a transfer or lateral will not serve an additional probationary period.

#### **iv. Demotion**

- a) If the individual selected to fill a position is currently in a permanent position within the Unified Personnel System and the maximum of the pay rate for the new position is lower than that of the employee's current pay grade, the filling of the position will be considered to be a voluntary demotion.
- b) Any decrease in pay shall be awarded in accordance with Rule 3.
- c) A classified employee demoted to fill a classified position will not serve an additional probationary period.
- d) An exempt employee demoted to fill a classified position will serve a one year probationary period. An Appointing Authority, prior to the expiration of the probationary period, shall notify the Chief Human Resources Officer in writing whether the services of the employee have been satisfactory or unsatisfactory. An exempt employee demoted to a classified position whose services are deemed unsatisfactory may be dismissed at any time prior to the expiration of the probationary period. If satisfactory, or if the Appointing Authority fails to furnish notice to the Chief Human Resources Officer prior to expiration of the probationary period, the probationary period shall be deemed to be satisfactorily completed and the employee will become a member of the regular service. At any point prior to the end of the employee's probationary period, the Appointing Authority may determine that the employee has successfully satisfied the job related requirements of the position and may remove the employee from probationary status. The determination of the Appointing Authority in either of these matters shall be final.

#### **v. Exceptions**

The following are the exceptions whereby a classified position may be filled without the use of an eligible register.

##### **a) Career Ladder Promotion**

A classified employee may be career ladder promoted without use of an eligible register to a higher level position within the established career ladder if:

- i) The position has been designated a career ladder position, by the Unified Personnel Board;
- ii) The department has a genuine need for the higher level work; and
- iii) The employee meets the criteria for advancement within the career ladder.

Any pay changes will be made in accordance with Rule 3.

##### **b) Transfer/Lateral (Non-competitive)**

With the approval of the Appointing Authority(ies) concerned and the Chief Human Resources Officer, a regular status or probationary classified employee may be transferred to another position in the same job classification or another job classification with the same pay grade and substantially similar duties and responsibilities at the written request of the

employee or the discretion of the Appointing Authority. Such transfer shall not change the employee's pay grade, pay rate, or regular/probationary status.

**c) Non-competitive Demotion**

**i. Voluntary**

A regular status or probationary employee may, based on written request of the employee, be demoted to a job classification with a lower maximum pay rate in the pay grade assigned to the encumbered job classification. Such demotion shall occur with the approval of the Appointing Authority and the Chief Human Resources Officer.

Any changes in pay will be made in accordance with Rule 3.

Upon such demotion, a probationary employee will serve the balance of the probationary period but a regular status employee will not be required to serve another probationary period.

**ii. Exempt Service Returned to Classified Service**

An exempt employee may, at the discretion of the Appointing Authority, return to the classified service to a position and pay grade comparable to that which the employee had attained prior to promotion to an exempt position. Any such return to the classified system shall require the approval of the Unified Personnel Board.

Upon such return, a one year probationary period will be served. The Appointing Authority, prior to the expiration of the probationary period, shall notify the Chief Human Resources Officer in writing whether the services of the employee have been satisfactory or unsatisfactory. An exempt employee demoted to a classified position whose services are deemed unsatisfactory may be dismissed at any time prior to the expiration of the probationary period. If satisfactory, or if the Appointing Authority fails to furnish notice to the Chief Human Resources Officer prior to expiration of the probationary period, the probationary period shall be deemed to be satisfactorily completed and the employee will become a member of the regular service. At any point prior to the end of the employee's probationary period, the Appointing Authority may determine that the employee has successfully satisfied the job related requirements of the position and may remove the employee from probationary status. The determination of the Appointing Authority in either of these matters shall be final.

Any adjustments to pay will be made in accordance with Rule 3.

**d) Temporary Appointments to Permanent Positions**

An Appointing Authority may assign any regular status employee under the Authority's jurisdiction to any duties as long as such duties are within the same classification encumbered by the employee. When it is necessary to temporarily assign duties of a higher classification to a regular status employee for more than 30 consecutive calendar days because of a vacancy in a permanent position or the extended absence of the employee who encumbers the position, a temporary appointment to the position shall be made.



The employee's pay shall be adjusted in accordance with Rule 3. Upon conclusion of the appointment, the employee shall be returned to the permanent position held immediately prior to this reassignment and the employee's pay rate shall be adjusted to the pay rate that would have normally been attained had there not been a promotion to the higher assignment.

**e) Reduction in Force**

Placements into vacant positions which are at the same or a lower pay grade and/or displacements made in accordance with Rule 5 – Reduction in Force may be made with the approval of the Appointing Authority and the concurrence of the Chief Human Resources Officer.

**f) Provisional Appointment**

An Appointing Authority may make an appointment to a classified permanent position in the absence of an eligible register. Such appointment will not exceed six months from the date of its start or 45 days following the establishment of an eligible register for the position, whichever is less. Such an appointment requires approval of the Chief Human Resources Officer. Provisional employees may not avail themselves of the grievance procedure and have no appeal rights to the Unified Personnel Board.

Pay rate will be established in accordance with Rule 3.

**g) Substitute Appointments**

Such appointments may be allowed to fill a permanent, vacant position open due to extended leave of absence. Such appointments shall be made from appropriate eligible registers, or in the case of a promotional position, from the lower related class. The substitute appointment shall confer no status, appeal, or related provision under the Personnel Rules. The initial substitute appointment shall not exceed six months. The substitute appointment may be extended for an additional six months upon approval of the Chief Human Resources Officer. In the case of a vacant position open due to military leave that exceeds one year, the substitute appointment may be extended for the duration of the military leave upon approval of the Chief Human Resources Officer, providing the approval is sought in six month intervals.

**h) Double Encumbering**

An Appointing Authority may double encumber a position with the approval of the Chief Human Resources Officer. Double encumbering may be done competitively or non-competitively. There are occasions when departments may double encumber positions. These circumstances include situations where there is a need to train successors when retirement, resignation etc. is on the horizon. Other circumstances include but are not limited to situations when an employee is on an extended leave of absence and the position is encumbered by another employee during that time, and the use of job sharing between two employees occupying the same position.

Pay rate will be established in accordance with Rule 3.

## **B. Temporary Positions (excluding intern positions)**

A temporary position is one for which the duties and responsibilities are expected to occur for a short time frame or occur on a seasonal basis. An employee hired to fill this position is considered a temporary employee. The respective Appointing Authority makes appointment to this classification, subject to concurrence of the Chief Human Resources Officer. The initial appointment may be for up to six months. The appointment may be extended for up to an additional six months with the approval of the Unified Personnel Board. Temporary employees may not avail themselves of the grievance procedure and have no appeal rights to the Unified Personnel Board.

A temporary position intended to exist for more than six months requires mandatory Florida Retirement System participation from the inception of the position.

Pay rate will be established in accordance with Rule 3.

## **C. Other Types of Positions**

### **1. Special Projects**

A position created for a specific project(s) and for a specific amount of time only. An employee hired to fill this position is considered a temporary employee and accrues County benefits as such. The respective Appointing Authority makes the appointment to this classification, subject to approval of the Chief Human Resources Officer. The appointment may not exceed the length of the project(s), with extension of the original appointment to be granted by the Appointing Authority with the approval of the Chief Human Resources Officer.

Pay rate will be established in accordance with Rule 3.

### **2. Grant Worker Positions**

A position created for a specific grant(s) only. An employee hired to fill a classified Grant Worker position will serve the same initial one year probationary employee describe in New Hire Rule 2.A.2.b.i.and will be considered a regular service employee. The respective Appointing Authority makes appointment to this classification, subject to concurrence of the Chief Human Resources Officer. The appointment may not exceed the length of the grant, with extension of the original appointment to be granted by the Appointing Authority with the concurrence of the Chief Human Resources Officer. Employees in this classification are excluded from the reduction in force provisions in Rule 5, Reduction in Force, and may not appeal terminations resulting from the end of the grant under which they are working or conclusion of their appointment. An employee hired to fill an exempt Grant Worker position will treated as any other appointment to an Exempt position.

Pay rate will be established in accordance with Rule 3.

### **3. Intern Position**

An intern position is a temporary position with emphasis on on-the-job training rather than just employment. Persons appointed to these positions acquire no rights under the County Service by virtue of such appointment, and said appointment shall terminate immediately upon completion of the training program or completion of 1,040 working hours, whichever occurs first, unless an extension of such period of temporary employment is granted by the Personnel Board. Intern positions may be paid or unpaid. If a paid position, pay rate will be established in accordance with Rule 3.



## **Rule 3. Compensation**

It is the policy and practice of all Appointing Authorities in the Unified Personnel System to compensate employees accurately and in compliance with applicable state and federal laws, and not to make improper deductions from any employee's pay. Pay records should be reviewed by the employee upon receipt for accuracy. Any questions or inaccuracies should immediately be brought to the attention of the Appointing Authority or designee. The Appointing Authority or designee shall promptly investigate, correct any errors and make any necessary adjustments.

Factors to consider when establishing starting pay and/or making pay adjustments are the individual's qualifications and skills, pay equity issues including the relationship of the newly hired or promoted employee's proposed salary to that of the experienced incumbents in the classification and the prevailing labor market value.

### **A. Pay Plans**

A pay plan is a particular table or array of pay rates that establishes the ranges of pay within which employees will be paid.

#### **1. Classified Pay Plan**

The Classified Employee Pay Plan is a listing of pay ranges (minimum and maximums) applicable to each classification to which classified employees are assigned. The Classified Employee Pay Plan provides a market-based pay structure or framework for aligning job classifications according to their job value.

The Chief Human Resources Officer prepares and presents the Classified Employee Pay Plan to the Unified Personnel Board for adoption and amendment. This Classified Employee Pay Plan is utilized by all Appointing Authorities within the Unified Personnel System.

#### **2. Exempt Pay Plans**

There are multiple exempt pay plans. Each Constitutional Officer (Clerk of the Circuit Court, Property Appraiser, Supervisor of Elections and Tax Collector) adopts and maintains his/her own exempt pay plan. The exempt pay plan for all other Appointing Authorities is recommended by the Chief Human Resources Officer and adopted and maintained by the Board of County Commissioners.

### **B. Starting Pay**

#### **1. Permanent Positions**

##### **a. Exempt**

The starting pay of an individual selected to fill an exempt position must be within the salary range utilized by the Appointing Authority for that position or classification within their organization.

##### **b. Classified**

The starting pay of an individual selected to fill a classified position is normally made at the minimum rate of pay of the pay grade established for the job classification. Because of unusual or extenuating circumstances an individual may be hired above the minimum of the pay range established for the job classification. Such

appointment requires the recommendation and approval of the Appointing Authority in consultation with the Chief Human Resources Officer.

## **2. Temporary Positions**

An individual appointed to a temporary position or temporarily appointed to a permanent position will be paid in accordance with the provisions shown above for permanent positions, classified or exempt, as appropriate.

## **3. Grant Worker Positions**

The starting pay for a specific Grant Worker position must be within the salary range established in the pay plan for Grant Workers and consistent with any terms of the grant and the work to be performed. It shall be determined by the Appointing Authority in consultation with the Chief Human Resources Officer.

## **4. Special Project Positions**

The starting rate of pay for a specific Special Project position must be within the salary range established in the pay plan for Special Project Positions. It shall be determined by the Appointing Authority in consultation with the Chief Human Resources Officer.

## **5. Internships**

Internships may be paid or unpaid. If the internship is paid, the rate of pay will be determined by the Appointing Authority in consultation with the Chief Human Resources Officer.

## **C. Base Pay Adjustments**

Base pay does not include benefits or supplemental earnings. The following describes the types and application of base pay adjustments.

### **1. Base Pay Increases**

#### **a. Merit Increases**

Merit Pay increases may be granted annually at the discretion of the Appointing Authority but may not be granted above the maximum pay rate of the employee's job classification. Merit pay increases are calculated on the employee's current pay rate.

If a merit pay increase would bring an employee's pay rate above the maximum rate established for the employee's classification, the Appointing Authority shall bring the employee to the maximum of the pay rate of the employee's job classification and grant the remaining portion of the pay increase in a one-time lump sum payment in lieu of a full base rate increase.

If an employee is at the maximum rate of pay established for the employee's classification the merit pay increase shall be granted as a one-time lump sum payment calculated as the annualized value of the merit increase.

#### **b. Special Merit Increase**

Special Merit increases may be made at any time at the discretion of the Appointing Authority but may not be granted above the maximum pay rate of the employee's job classification. Special Merit increases are meant to recognize an employee's exceptional work contributions or unusual employment conditions and are calculated on the employee's current pay rate.

**c. Promotional Increase**

Promotional increases are granted at the discretion of the Appointing Authority but may not be granted above the maximum pay rate of the employee's job classification. Promotional increases are calculated on the employee's current pay rate and within the following:

- The employee's pay must be increased to at least the minimum pay rate for their new position.
- The Appointing Authority may award a promotional increase of 4 to 10%.
- An increase less than 4% or greater than 10% may be made by the Appointing Authority in consultation with the Chief Human Resources Officer.

**d. Reclassification**

When a position is reclassified to a pay grade for which the maximum of the pay rate is higher than that of the incumbent's current job classification, the Appointing Authority may grant the employee a pay adjustment in accordance with the following:

- The employee's pay must be increased to at least the minimum pay rate of the new pay grade, or
- The employee's pay will be increased by an amount equal to 4% of the midpoint of the new pay grade, whichever is greater.
- At the discretion of the Appointing Authority, in consultation with the Chief Human Resources Officer, employees moved up multiple pay grades may receive an additional 4% of the midpoint for each grade, not to exceed an overall increase greater than 10%.
- No reclassification pay increase may be granted above the maximum rate established for the classification.

**e. In-Grade Adjustment**

When a position review is conducted by Human Resources, and it is found that the employee's duties have evolved resulting in a higher level of responsibilities that remain within the scope of the current classification and grade allocation, the Appointing Authority, in consultation with the Chief Human Resources Officer, may grant the employee a pay adjustment in accordance with the following:

- Base pay increase of 4% to 10%, not to exceed the maximum pay rate of the employee's job classification.

**f. Career Path Increase**

Career path increases are base pay adjustments due to professional development and career progression. Employees who apply new knowledge and skills that benefit the County and have been acquired through a defined job-related training, education, certification, and/or licensure path are eligible for a career path increase. A career path shall be established in advance to define the criteria for incremental increases. The Appointing Authority may grant the employee a pay adjustment in accordance with the following:

- Base pay increase of up to 2%, not to exceed the maximum pay rate of the employee's job classification.

**g. Market Adjustment**

When employee salaries in a specific classification are identified by Human Resources as significantly behind the labor market based on qualification and experience, the Appointing Authority may grant the employee a pay adjustment in accordance with the following:

- Base pay increase of 4% to 10%, not to exceed the maximum pay rate of the employee's job classification.

**h. General Increase**

A general increase is an increase applied to all eligible regular status or probationary classified employees. A general increase may be granted where the increase is included within the Appointing Authority's budget for that fiscal year.

**i. Eligibility**

Each Appointing Authority will determine an employee's eligibility for the general increase by taking into consideration factors which may include but are not limited to, the employee's hire date, last promotion date, past pay adjustments, voluntary demotion date, and disciplinary action received.

At the time general increases are made within the County, an Appointing Authority may at its discretion defer or deny the granting of the increase to an employee where:

- a) The employee is hired within 90 days prior to the date of a general increase;
- b) The employee is promoted within 90 days prior to a general increase;
- c) The employee receives an upward or downward pay adjustment within 90 days prior to a general increase;
- d) The employee is involuntarily demoted within 90 days prior to a general increase;
- e) The employee receives disciplinary action occurring in the 12-month period prior to the awarding of the general increase and lasting until such time as all disqualifying discipline becomes inactive.

**ii. Effect of Deferral or Denial Due to Active Discipline**

After the time for awarding general increases and upon inactivation of all disqualifying discipline, the employee shall be granted the deferred or denied general increase prospectively at the same rate and amount provided to all eligible classified employees in the employee's associated pay grade whose general increase was not deferred or denied that fiscal year, to be paid effective the first day of the payroll period following inactivation of the disqualifying discipline.

When a general increase is deferred or denied, the decision should be clearly disclosed to the employee and documented in the comments section of OPUS.

iii. **Determining Amount & Form of General Increase**

General increases in any manner awarded shall be awarded in the same amount and manner for all eligible classified employees in the associated pay grade within the Appointing Authority, except as denied in accordance with this Rule.

In determining the amount of any general increase and the manner of payment, the Appointing Authority has the discretion to determine if a general pay increase will be paid as a percentage increase, a lump sum increase, or a combination of both.

The amount of a lump sum increase shall be at the discretion of the Appointing Authority.

If a percentage based general increase brings an employee's pay rate above the maximum rate established for the employee's associated pay grade, the Appointing Authority shall bring the employee to the maximum of the pay rate of the employee's associated pay grade and grant the remaining portion of the percentage based general increase as a one-time lump sum payment in lieu of a full base rate increase.

If an employee is at the maximum rate of pay established for the employee's associated pay grade, any percentage based general increase shall be granted as a one-time lump sum payment calculated as the annualized value of the increase.

i. **Equity Adjustment**

An Equity Adjustment is a pay rate adjustment provided to an employee outside the normal salary administration policies to correct a significant deviation from internal equity and to ensure compliance with fair pay practices. Equity Adjustments may be granted at the discretion of the Appointing Authority in consultation with the Chief Human Resources Officer but may not be granted above the maximum rate established for the employee's classification.

j. **Pay Grade Change**

A pay grade change is the reallocation of a job classification from one pay grade to another.

An incumbent employee whose job classification has been allocated to a higher pay grade shall not receive an upward adjustment unless the employee is below the minimum pay rate of the new pay grade. In such case the employee's pay will be increased to the minimum of the new pay grade. An incumbent employee whose current rate of pay is at or above the maximum pay rate of the new pay grade shall continue to receive the current rate of pay.

An incumbent employee whose job classification has been allocated to a lower pay grade shall continue to receive their current rate of pay unless that rate is more than 10% above the maximum of the new pay grade, in which case their pay rate shall be decreased to 10% above the maximum pay rate of the new pay grade.

k. **Temporary Pay Increase**

- i. When an Appointing Authority temporarily assigns a classified employee to a higher classification and such assignment is expected to last more than 30 consecutive calendar days, a substitute or temporary appointment shall be made. The employee shall receive a temporary pay increase not to exceed the maximum of the pay rate of the job classification to which the employee is

temporarily promoted. The pay increase shall be done in accordance with the provisions of Promotional Increase C.1.c. above.

This adjustment shall be retroactive to the first day that the employee was assigned to perform in the higher classification.

Such temporary appointment may not exceed six months in duration without the approval of the Appointing Authority and the Chief Human Resources Officer.

Upon conclusion of the appointment, the employee shall be returned to the position held immediately prior to the reassignment, and the employee's pay rate shall be adjusted back to the prior pay rate or, at the discretion of the Appointing Authority, to the pay rate that would have been attained had there not been a temporary reassignment.

- ii. When an Appointing Authority temporarily assigns a classified employee a portion of the duties and responsibilities of a higher classification and the assignment is expected to be more than 30 consecutive calendar days, the Appointing Authority may grant the employee a temporary pay increase. The amount of the increase shall be at the discretion of the Appointing Authority but shall not exceed the maximum of the pay grade of the higher classification. When the employee is no longer performing the additional duties, the employee's pay rate shall be adjusted back to the prior pay rate or, at the discretion of the Appointing Authority, to the pay rate that would have been attained had there not been a temporary assignment of additional duties and responsibilities. The temporary assignment of additional duties and responsibilities shall not exceed six months.

## **2. Base Pay Decreases**

### **a. Demotion – Classified Employees**

#### **i. Disciplinary**

An employee demoted for disciplinary reasons to a job classification for which the maximum pay rate of the pay grade of the new job classification is lower than that of the position's current pay grade shall have their rate of pay reduced in an amount determined by the Appointing Authority, but in no event shall the new pay rate be lower than the minimum of the classification to which the employee is demoted.

#### **ii. Reduction in Force**

If as the result of a reduction in force, a classified employee is displaced into a job classification for which the maximum pay rate of the pay grade of the new job is lower than that of the employee's current classification the employee shall have his/her salary adjusted in accordance with the provisions of Rule 5. Reduction in Force.

#### **iii. Voluntary**

Upon such demotion, a reduction in pay should be made. The demotion decrease is granted at the discretion of the Appointing Authority but may not be granted above the maximum pay rate of the employee's job classification. The demotion decrease is calculated on the employee's current pay rate and within the following:



- The employee's pay may not be reduced below the minimum pay rate nor exceed the maximum pay rate of the pay grade to which the employee is being demoted.
- The Appointing Authority may make a demotion pay decrease of 4 to 10%.
- A decrease less than 4% or greater than 10% may be made by the Appointing Authority in consultation with the Chief Human Resources Officer.

**b. Demotion – Exempt Employees**

Any change in pay for an exempt employee who is demoted is at the discretion of the Appointing Authority.

**c. Pay Reduction – Disciplinary**

Upon a disciplinary pay reduction, the employee's rate of pay shall be reduced up to 5% at the discretion of the Appointing Authority but in no event shall the new pay rate be lower than the minimum of the employee's pay grade.

**d. Reclassification**

When a position is reclassified to a job classification for which the maximum pay rate of the pay grade of the new job classification is lower than the maximum pay rate of the position's current pay grade or the job classification for the position is moved to a pay grade for which the maximum pay rate is lower than the maximum of the position's current pay grade, an incumbent shall continue to receive their current rate of pay unless that rate is more than 10% above the maximum of the new pay grade, in which case their pay rate shall be decreased to 10% above the maximum pay rate of the new pay grade.

An incumbent employee shall be offered a transfer to a vacancy in the original job classification with the same Appointing Authority, if one exists. Otherwise the employee shall remain in the reallocated position.

**D. Supplemental and Incentive Pay**

**1. Standby Pay**

- a. All Classified Service employees required to work standby shall be paid one hour additional pay ("standby pay") at the employee's straight hourly rate for every eight hours of the standby assignment regardless of whether the employee is called to report for work and regardless of the number of hours worked in the workweek. Standby pay is not hours worked.
- b. If required to physically report for work:
  - i. The employee's hours worked for the week (or for salaried classified employees for the pay period) shall include travel time from home to the work location and back home from the work location and all hours worked on the assignment.
  - ii. A minimum of two hours shall be counted as hours worked for the first instance requiring the employee to physically report to a work location in an eight hour standby period. No minimum number of hours worked shall be counted for subsequent standby call outs during the same standby period.
- c. If not required to physically report for work:

- i. If an employee can complete the assignment without physically reporting to the work location, the employee's hours worked for the week (or for salaried classified employees for the pay period) shall include all hours worked on the assignment.
  - ii. A minimum of one hour shall be counted as hours worked for the first instance worked remotely in an eight hour standby period. No minimum number of hours worked shall be counted for subsequent call outs during the same standby period.
- d. Pay for reporting for standby duty, whether physically or remotely, is in addition to the standby pay.

## **2. Emergency Call Out Pay**

- a. In cases where there is no Standby Assignment, if an off-duty classified employee called out to work is required to physically report to a work location, the employee's hours worked for the week (or for the salaried classified employee for the pay period) shall include travel time from home to the work location and back home from the work location and all hours worked on the assignment.
- b. A minimum of two hours shall be counted as hours worked for each Emergency Call Out requiring an employee to physically report for work.
- c. In cases where the assignment can be completed without the employee physically reporting to a work location, a minimum of one hour shall be counted as hours worked for each Emergency Call Out.

## **3. Shift Differential Pay**

### **a. Five Percent Differential**

A shift differential pay of 5% shall be paid to those Classified Service employees, except Airport Firefighters and Airport Fire Lieutenants, who regularly work a shift where a majority of the hours worked falls after 5 p.m.

### **b. Ten Percent Differential**

A shift differential pay of 10% shall be paid to those Classified Service employees, except Airport Firefighters and Airport Fire Lieutenants, who regularly work a shift where the majority of the hours worked falls after midnight and before 6 a.m.

Excluding Airport Firefighters and Airport Fire Lieutenants, an employee who is assigned a specific shift when the majority of the worked hours falls after 5 p.m. and before 6 a.m. and who is assigned to this shift for a period of not less than four consecutive calendar weeks, will earn the applicable shift differential as of the first day worked on the assigned shift.

## **4. Control Burn Fire Team**

Each employee serving as a Fire Team Member shall be paid an additional \$3.00 per hour for each hour (or portion thereof) worked as a member of the Fire Team. Each employee serving as a Fire Team Supervisor shall be paid an additional \$5.00 per hour worked as a supervisor of a Fire Team.

Any hours worked on the Control Burn Fire Team will be counted as hours worked for all compensation purposes, including but not limited to calculating any overtime due.

## **5. Classified Service Employees Working in the Citizen Information Center (CIC)**

Classified Service Employees working in the Citizen Information Center (CIC) during an emergency shall be paid their regular pay in situations where their CIC shift falls during their normally scheduled work time and work days and the County operations are continuing as usual. If the assigned CIC hours fall outside the normally scheduled work time or work days, the CIC employee will be compensated at the overtime rate, regardless of the actual number of hours worked in the week. The hours actually worked in the CIC shall also be included in the calculation of the time an employee worked during that work week.

## **6. Declared Emergencies and Other Emergency or Disaster Situations**

When the Board of County Commissioners declares a state of emergency and/or the Appointing Authorities close their operations due to an emergency, employees will be compensated as follows:

- a. When regular County operations have been suspended because of an emergency situation, Classified Service employees directed to report to work in any capacity will be paid at the overtime rate regardless of the number of hours worked in the workweek.
- b. When regular County operations are fully or partially open regular pay rules will apply to Classified Service employees whether preparing for or dealing with the emergency or recovery efforts are part of the employee's normal duties.
- c. If a Classified Service employee is assigned duties at a higher classification and such assignment continues longer than 30 consecutive calendar days, the employee will receive a pay adjustment in accordance with rules and practices governing temporary increases in C.1.h above.
- d. Appointing Authorities may grant employees administrative leave with pay if they direct them to leave work during their regularly scheduled hours in order to prepare their homes for emergency. Applicable shift differentials will be applied to the administrative leave with pay. Employees so directed who fail to return to work as directed by management may be considered AWOL (Absent Without Leave) and subject to discipline.
- e. Classified service employees required to work during an emergency (when County operations are closed) on a recognized County Holiday will be paid for such time in accordance with Personnel Rule 4 A.
- f. An Appointing Authority will compensate exempt employees directed to report to work in any capacity during a declared local state of emergency after the Appointing Authority has closed his or her operations pursuant to the then current Appointing Authorities' emergency pay policy.
- g. County employees who are *directed not to report to work* during an emergency (when County operations are closed or partially closed) will be granted leave with pay equal to their normal work hours for a period up to four weeks duration.
  - i. County employees who have previously scheduled paid time off during such time will not be required to use the paid time off.
  - ii. County employees not scheduled to work on a day that would be covered by leave with pay under this provision are not eligible for leave with pay on that day or any other day in substitution for that day.

- h. County employees who are directed not to report to work due to such an emergency for a period in excess of four weeks duration will be granted leave without pay for this time beyond the initial four weeks. Employees so affected shall substitute available compensatory time, floating holidays, personal day and then available annual leave for the leave without pay. Employees may retain up to 80 hours of annual leave and be granted leave without pay for the duration.

**7. Market Driven Skills Supplement (MDSS)**

Market Driven Skills Supplement is an optional pay supplement with a variable rate not to exceed 10% of the employee's base rate for an employee that is proficient and engaged in work that requires the use of critical skill sets that are in short supply within the available labor market. The maximum rate of pay cannot exceed 10% above the maximum of the pay grade. The skill sets identified for eligibility for MDSS will be determined by the Human Resources Department in conjunction with the Appointing Authorities impacted by the critical skill shortages and approved by the Unified Personnel Board. The list will be reviewed and updated as needed, but at least every two years. The Chief Human Resources Officer and Appointing Authority will determine when an approved skill set is no longer in short supply or is no longer deemed a critical skill set and recommend the Unified Personnel Board remove the skill set from those identified for eligibility for MDSS. Upon Unified Personnel Board approval, the supplemental pay will be ended.

**8. Certification Pay**

Certification pay is a supplemental pay provided to an employee for possession and maintenance of specific certification(s). The supplemental pay may be an amount added to the employee's base pay or an amount paid at set intervals during the year (for example, monthly). Eligible certifications are determined by the Appointing Authority. Certifications which are required in the minimum qualification of the job classification are not eligible for certification pay. Possession of the certification should add value to the employee's ability to perform his/her job responsibilities. The added value should be meaningful and real. Loss or failure to maintain the certification will result in removal of the certification pay. Changes in job classification may result in removal of the certification pay.

**9. Other Supplemental Pay**

Other supplemental pay as approved by the Appointing Authority may be provided to employees for performance of specific duties not required as part of the minimum qualifications of the employee's classification (e.g., fogging or 911 training).

**E. Pay**

**1. Method of Payment**

**a. Exempt Employees**

- i. Exempt employees are salaried employees paid a set salary for each week worked, subject to legally allowable deductions whether from the salary or accumulated leave. For administrative purposes only, such as the payout of accumulated leave the annualized salary is divided by 2,080 hours (and a pro-rated amount for employees regularly scheduled for less than 40 hours in a workweek). All Exempt Service employees shall be available at all times for the performance of service beyond the generally scheduled workweek as may be required without any entitlement to extra compensation.

- ii. All members of the Exempt Service will have their pay directly deposited in a financial institution of their choosing.

**b. Classified Employees**

- i. Overtime: It shall be the general practice of the County to not have its employees work frequent or considerable overtime. However, Appointing Authorities may authorize or direct an employee to work overtime when necessary in order to meet emergency situations or operating needs. Each Appointing Authority shall maintain records of all hours worked, including overtime hours worked by Classified Service employees in his/her department.
  - a) For overtime compensation purposes, recognized Holidays or Leave with Pay for work-related purposes shall be considered as time actually worked. All other time used by the employee, such as, time paid under the Workers' Compensation Law, under short or long term disability plans, Compensatory Time, Annual Leave, Floating Holidays, Personal Days, or Leave with Pay for non-work related purposes shall not be considered as hours worked.
  - b) All hourly Classified Service employees, except Airport Firefighters and Airport Fire Lieutenants, paid on an hourly basis will be compensated at time and one half for any hours worked over 40 in any workweek in accordance with the Fair Labor Standards Act. Any hours worked over 40 in a workweek shall be considered overtime hours.
  - c) Pursuant to section 207 (k) of the Fair Labor Standards Act (FLSA) and Title 29 Code of Federal Regulations, Pinellas County establishes a 21 consecutive day work period for all Airport Firefighters and Airport Fire Lieutenants Employees effective November 20, 1988. All classified Airport Firefighters and Airport Fire Lieutenants working 159 hours or less during the established 21 consecutive work day period shall be paid at the straight hourly rate set forth in the Pinellas County Pay & Classification Plan. Should Fire Protection Employees be required to work more than 159 hours in any 21 consecutive day work period, all such time shall be considered overtime work.
  - d) Salaried Classified Service employees, those certified by the Appointing Authority through the County Attorney to the Chief Human Resources Officer as excluded from the overtime provisions of the Fair Labor Standards Act ("Classified Excluded"), will be compensated at time and one half for any hours worked over 80 in a pay period if approved by the Appointing Authority.
  - e) Compensation for overtime may be monetary or in compensatory time, at the sole discretion of the Appointing Authority. Employees may not accumulate more compensatory time than designated below.
  - f) The maximum accumulation of compensatory time for Classified hourly employees shall be 80 hours and for Classified Excluded employees shall be 240 hours.
  - g) An employee who has accumulated compensatory time may request compensatory time off and such compensatory time off must be given within a reasonable time so long as it does not unduly disrupt departmental operations.

- h) Upon separation from employment, an employee shall receive a lump sum payment for all accumulated compensatory time at a rate which is not less than that employee's average regular rate during the last three years of employment, or that employee's final regular rate, whichever is higher.
- ii. Employees promoted from the Classified Service to an exempt position shall, at the time of promotion, receive payment for accumulated compensatory time based upon the employee's regular rate of pay at the time of promotion.
- iii. All members of the Classified Service will have their pay directly deposited in a financial institution of their choosing.

**F. Claims for Underpayment of Wages**

Claims for underpayment of wages must be made within two years of the underpayment.



## **Rule 4. Time Off**

All forms of accumulated or gained leave shall be exhausted prior to the request and use of leave without pay, except as provided in the Pinellas County Family Medical Leave Act Handbook (FMLA Handbook); in a Declared Emergency as provided in Rule 3; or approved by the Appointing Authority.

### **A. Recognized Holidays**

Eligible County employees will be allowed holiday leave with pay on the following recognized County holidays:

<b>Holiday</b>	<b>Date(s)</b>
New Year's Day	January 1
Martin Luther King Jr. Holiday	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Fourth Friday in November
Christmas Day	December 25

If Christmas or New Year's Day falls on Tuesday or Thursday, the preceding Monday or following Friday will also be recognized as a holiday.

If any recognized holiday falls on a Saturday, the preceding Friday will be observed as a holiday and if any recognized holiday falls on a Sunday, the following Monday will be observed as a holiday.

#### **1. Eligibility:**

- a. Regular status employees of the Unified Personnel System.
- b. Temporary employees with 30 days or more of continuous service.
- c. For those employees working part-time, holiday pay will be computed according to the ratio that the employee's normally scheduled workweek bears to a 40 hour workweek.
- d. Airport Firefighters and Fire Lieutenants assigned to a work week schedule of 48 hours will earn 14.4 hours for each of the recognized holidays.

#### **2. Exceptions:**

For purposes of this rule, non-pay status shall mean an employee who is not receiving any pay or whose only source of pay is Workers' Compensation or short term disability.

- a. Employees in a non-pay status for the entire pay period during which the holiday falls will not be eligible for holiday leave with pay.
- b. Employees receiving Workers' Compensation or short term disability during a week that includes a holiday and who are also in a paid status during that week will have holiday pay prorated pursuant to the rules of those respective benefits.

### **3. Application:**

- a. Classified employees who are required to work the calendar holiday, the observed holiday, or both will be compensated for all hours worked on those days at the overtime rate of pay, regardless of the actual number of hours worked in the week and in addition to being compensated for the County observed holiday at the regular rate of pay. At the discretion of the Appointing Authority, compensation may be in cash or as compensatory time.
- b. In the event a recognized holiday is observed while an employee is on leave with pay, the recognized holiday will not be charged against the employee's accumulated leave and the employee will be compensated for the holiday.
- c. Employees whose standard work day is greater than eight hours may add the necessary number of hours from any accumulated leave to bring the total number of hours to that of their standard work day unless doing so causes the number of hours in the workweek to exceed their normally scheduled workweek. These additional hours will be considered scheduled leave. Departments may also offer additional work hours during the week chosen in order to make up the difference if such is deemed in the interest of the department.

### **B. Floating Holidays**

Eligible regular status County employees will be allowed floating holidays with pay on dates selected by the employee each payroll year as follows:

#### **1. Eligibility:**

- a. After the first year of hire, regular status employees will be allowed two floating holidays with pay.
- b. Employees who have completed 25 years of service will be allowed two additional floating holidays beginning with the next payroll year and each payroll year thereafter.
- c. New hires into permanent positions will be allowed floating holidays based on their hire date from the beginning of the payroll year:
  - Two floating holidays – hire date from beginning of payroll year through April 30
  - One floating holiday – hire date of May 1 through August 31
  - No floating holidays – hire date of September 1 through the end of the payroll year
- d. Airport Firefighters and Fire Lieutenants assigned to a 48 hour work week will earn 17.6 hours for each floating holiday.

#### **2. Application:**

- a. Floating holidays for employees with a normally scheduled workweek of at least 40 hours are for eight hours pay, and a prorated number of hours for employees with a workweek of fewer than 40 hours computed according to the ratio that the employee's workweek bears to a 40 hour workweek.
- b. Employees whose standard work day is greater than eight hours may add the necessary number of hours from any accumulated leave to bring the total number of hours to that of their standard work day unless doing so causes the number of hours in the workweek to exceed their normally scheduled workweek. These additional



hours will be considered scheduled leave. Departments may also offer additional work hours during the week chosen in order to make up the difference if such is deemed in the interest of the department.

- c. Floating holidays must be scheduled and approved in accordance with the Appointing Authority's established guidelines for scheduled annual leave.
- d. Floating holidays must be used during the payroll year in which they are gained.
- e. Holiday overtime provisions do not apply to floating holidays.
- f. Floating holidays may be taken in two hour increments.

**C. Annual Leave**

Annual leave is provided for the purpose of vacation, personal business, emergencies, illness, medical and dental appointments, and any other reason an employee cannot be present at work.

**1. Eligibility:**

Annual leave is accumulated in accordance with the following schedule:

**Hours of Annual Leave Earned Per Year According to Years of Service**

<b>Employee Category</b>	<b>1 – 2 Years</b>	<b>3 – 4 Years</b>	<b>5 – 9 Years</b>	<b>10 – 14 Years</b>	<b>15 – 19 Years</b>	<b>20+ Years</b>
Classified Service and Temporary Exempt Service <sup>1 2 3 5</sup>	120	136	160	184	208	232
Airport Firefighters and Airport Fire Lieutenants <sup>4 5</sup>	144	164	192	221	250	279
Exempt Service <sup>2 3 5</sup>	144	160	184	208	232	256

- 1 Excludes temporary Classified employees with less than 30 days of continuous service.
- 2 Partial accumulation of annual leave is authorized for employees who are generally scheduled for less than a 40 hour workweek in a ratio which reflects the direct proportion that the generally scheduled hours bear to a 40 hour workweek.
- 3 No accumulation of annual leave is authorized for any time worked beyond a 40 hour workweek.
- 4 No accumulation of annual leave is authorized for any time worked beyond the 159 hours during the established 21 consecutive work day period.
- 5 A former employee who returns to employment with the County after a break in service of less than 3 years will retain their previous years of service for annual leave time accrual purposes and will earn annual leave accordingly.

## **2. Application:**

- a. Up to one year of continuous temporary service immediately preceding appointment to a permanent position will be counted for purposes of seniority in accruing annual leave.
- b. Having annual leave in one's leave bank does not guarantee that requested time off will be approved. Managers and supervisors may deny an employee's request for time off for business reasons.
- c. Except as provided within the FMLA Handbook or during a Declared Emergency, all annual leave must be expended prior to the use of leave without pay.
- d. Annual leave is not earned when an employee is in a non-pay status.
- e. There is no limitation on the number of annual leave hours which may be accrued.
- f. Advance payment for annual leave is prohibited.
- g. Annual leave must be scheduled in advance according to the Appointing Authority's requirements. Leave not requested and approved in accordance with such requirements will be considered unscheduled and may result in disciplinary action.
- h. When an employee is transferred within the Unified Personnel System the employee's accumulated annual leave will also be transferred and such leave, when taken, will be chargeable to the department to which the transfer was made.
- i. Annual leave will not be earned when used in conjunction with a resignation, retirement or other separation from service.
- j. Payment for annual leave will be made on the regular pay date at the employee's applicable rate of pay when used.
- k. Upon separation, employees shall receive lump sum payment for all unused annual leave up to a maximum of three times the employee's annual leave accrual rate. Such payment shall be made at the employee's regular rate of pay at the time of separation. Payment for such leave shall be made in accordance with the Florida Statutes.

## **D. Personal Day**

### **1. Eligibility:**

- a. Employees in permanent positions will be allowed two 8-hour Personal Days in each payroll year, except that Classified employees serving their first year of employment in a permanent position will be allowed a Personal Day based on their hire date from the beginning of the payroll year:
  - One Personal Day – hire date from beginning of payroll year through August 31
  - No Personal Day – hire date of September 1 through the end of the payroll year

### **2. Application:**

- a. The Personal Day is for eight hours pay for employees with a generally scheduled workweek of at least 40 hours and a prorated number of hours for employees with a workweek of fewer than 40 hours computed according to the ratio that the employee's workweek bears to a 40 hour workweek.
- b. Employees whose standard work day is greater than eight hours may add the necessary number of hours from any accumulated leave to bring the total number of

hours to that of their standard work day unless doing so causes the number of hours in the workweek to exceed their generally scheduled workweek. These additional hours will be considered scheduled leave. Departments may also offer additional work hours during the week chosen in order to make up the difference if such is deemed in the interest of the department.

- c. The Personal Day may be used in four hour increments.
- d. Employees must notify their supervisor of their intent to use the Personal Day as soon as practicable. The Personal Day will not be considered when evaluating the employee's attendance.
- e. If taken on an In-Service or other mandatory training day(s) or immediately before or after a recognized holiday, the Personal Day must be scheduled and approved in advance in accordance with department requirements for other scheduled leave or will be considered unscheduled.
- f. The Personal Day must be used in the payroll year in which it is gained.

#### **E. Funeral Leave**

Eligible employees may be granted three days leave of absence with pay in the event of the death of any person residing in the employee's household or any member of the employee's immediate family.

##### **1. Eligibility:**

Employees in a permanent position including those in a probationary status.

##### **2. Application:**

- a. Immediate family shall mean spouse, child, parent, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepfather, stepmother, stepchildren, grandparents, grandparent-in-law or grandchildren of the employee.
- b. At the discretion of the Appointing Authority, additional time may be granted as scheduled leave. The time will be chargeable to any accumulated leave the employee has, or if the employee has no accumulated leave, to leave without pay.

#### **F. Jury Duty and Witness Duty**

Leave of absence with pay will be granted to an employee to perform jury duty or testify as a witness when legally required unless the employee is the plaintiff or defendant. Presentation of a summons or subpoena to appear in court is required before such leave is granted.

#### **G. Injury**

An employee who has sustained a compensable workers' compensation injury, has not reached maximum medical improvement (MMI) and has returned to work but whose injury necessitates that palliative or remedial care from their authorized physician be continued will be allowed reasonable leave with pay of up to 10 hours per pay period for treatment and travel to and from the authorized physician. Payment for absences beyond a total of 10 hours per pay period will be offset by the use of any accumulated leave.

#### **H. Other Leave of Absence With Pay**

Upon approval of the Appointing Authority, other leaves of absence with pay may be allowed if such leave is deemed to be in the best interests of the organization.

**I. Other Leave of Absence Without Pay**

Upon request of an employee, an Appointing Authority may grant a leave of absence without pay for any reason deemed to be in the best interest of the organization and may require presentation of appropriate documentation in support of such request.

**J. Military Training/Duty**

Leave of absence for military training and duty will be granted in accordance with Florida and Federal law.

**K. Unauthorized Absence**

Unauthorized absences from work for a period of three consecutive working days may be considered as the employee's voluntary resignation by the Appointing Authority.

## Rule 5. Reduction in Force

### A. General Provisions

1. The provisions of this Rule apply to layoffs and displacements within the Classified Service.
2. A reduction in force means separation of employees from the Classified Service as a result of:
  - a lack of funds,
  - a lack of work,
  - abolition of a position, or
  - material changes in duties or organization.
3. When a reduction in force is necessary, the Appointing Authority implementing the reduction in force will determine the:
  - organizational unit(s) under his/her jurisdiction in which the reduction can best be accomplished,
  - job classifications within those organizational unit(s) from which the reduction will occur, and
  - positions within the job classifications that will be eliminated.

### B. Reduction in Force Plan

#### 1. Notice

The Appointing Authority implementing a reduction in force will file notice of his/her Reduction in Force Plan with the Unified Personnel Board at least 21 days prior to its effective date. The notice will include the factors, weights, and methodology to be used in calculating retention scores, the organizational unit and job classes from which the reduction will be made and the positions to be eliminated.

#### 2. Retention Scores

The layoff order of regular status classified employees within a job classification designated for reduction within a so designated organizational unit will be determined by the retention scores calculated for each employee within the designated job classification within the designated organizational unit. The employee with the lowest retention score will be laid off first. At a minimum, the retention score will give due consideration to the following factors:

- organizational need,
- seniority,
- veterans' preference,
- proficiency of the employee as measured by evaluations of performance and disciplinary actions.

### **3. Displacements**

The reduction in force plan will also indicate whether the Appointing Authority will consider displacements of employees designated for layoff to lower level job classifications as described in section C of this rule.

4. Before any non-probationary, regular status employee in a job classification being reduced is laid off, temporary employees within that job classification in the organizational unit will be laid off.
5. Prior to implementation of the layoff plan, the following employees who are serving in a position to be reduced within the organizational unit will be returned to the lower class position in which the employee was serving:
  - employees temporarily promoted,
  - employees provisionally promoted,
  - promoted employees who have not completed six months of satisfactory service following the promotion.
6. A regular status classified employee offered displacement in lieu of layoff who rejects the displacement offer will be laid off.

### **C. Displacement**

1. If an Appointing Authority is allowing displacements in the reduction in force, any regular status employee who would otherwise be laid off may fill a vacant position or displace an employee in a lower pay classification in the same selected organizational unit provided:
  - the regular status employee has successfully encumbered a position within the lower level job classification,
  - the Appointing Authority certifies that the regular status employee meets the minimum qualifications of the classification and the position and is capable of performing in that classification and position; and
  - the regular status employee who would otherwise be laid off has a retention score for the position in the lower level job classification from which he/she would displace another employee that is equal to or greater than the retention score of the employee he/she would displace.
2. An employee who is placed in a lower level/pay grade position as result of the displacement process shall retain his/her base rate of pay not to exceed 10% above the maximum of the pay grade of the job classification to which he/she is displaced.
3. An employee displaced to a lower level/pay grade position will have his/her name placed on the list of qualified applicants for the job classification from which he/she was displaced for one year and shall, along with laid off employees, receive all due consideration prior to the consideration of other applicants.
4. Notwithstanding any other Rule, an employee displaced under this Rule who is promoted within one year of the effective date of displacement is eligible for a pay rate adjustment as follows:
  - a. An employee promoted to a position within the job classification or the pay grade from which the employee was displaced shall be restored to the pay rate he/she was earning on the date of displacement.

- b. An employee promoted to a position at a lower pay grade than that from which the employee was displaced shall be placed at the pay rate the employee would have received if he/she had been displaced directly into that position.
- c. An employee promoted to a higher pay grade than that from which the employee was displaced shall be entitled to a salary adjustment in accordance with Rule 2, except that the salary adjustment will be applied as though the employee was still in the position from which he/she was displaced.

Pay rate adjustments for promotions which occur more than one year after the effective date of displacement will be made in accordance with the normal promotional pay rate adjustments of the County at the time of promotion.

5. Determinations relating to displacement under this Rule are not grievable and may not be appealed except to the Appointing Authority as described in D.2.

#### **D. Rights of Laid Off Employees**

1. An employee separated by layoff shall be given at least 21 calendar days notice of the layoff.
2. An employee to be laid off who objects to the layoff decision shall have recourse by requesting within seven calendar days of notification to meet with the Department Director to discuss the determination of the retention. After such meeting(s), if the employee continues to object to the layoff decision, he/she shall have the right to meet with his/her Appointing Authority or designee to discuss his/her objection to the layoff decision and request a change in the layoff decision. The request must be made within seven calendar days of the conclusion of the prior meeting(s). The decision of the Appointing Authority following that meeting shall be made within seven calendar days and shall be final.
3. Upon separation, in accordance with applicable Unified Personnel System rules, the laid off employee shall be paid for his/her accumulated Annual Leave and shall be paid all accrued compensatory time. There is no entitlement to pay for unused Floating Holidays or Personal Days.
4. Re-employment:
  - a. A regular status employee who is laid off shall have his/her name placed on the list of eligible candidates for the job classification from which the employee was laid off.
  - b. To the extent possible, recruitments for positions within job classifications impacted by layoff will be filled from a Layoff Register. Individuals on the Layoff Register will be given all due consideration before any other applicants.
  - c. A laid off employee who is re-employed within one year from the effective date of layoff shall:
    - i. be credited with his/her Annual Leave balance which were accrued but not paid at the time of layoff;
    - ii. accrue Annual Leave at the same accrual rate the employee was accruing at the time of layoff; and
    - iii. if re-employed within the same job classification from which he/she was laid off, be placed in the same pay grade and pay rate he/she was in at the time of layoff, or the minimum of the pay rate of the job classification, whichever is greater, and shall not be required to serve a probationary period in that position.

- d. A laid off employee who is rehired into a job classification other than the one from which he/she was laid off, or who is rehired after more than one year from the effective date of the layoff, shall be hired at a salary commensurate with the hiring practices of the County at the time of hire and serve a probationary period as defined in applicable Rules.

#### **E. Grievance Procedure for Layoff or Displacement**

A regular status Classified Service employee displaced or laid off under this rule who believes that the Appointing Authority has wrongfully applied this rule may file a grievance on that sole issue as follows:

1. The aggrieved employee shall place the grievance in written form and submit it to the Chief Human Resources Officer with a request for an informal hearing before an Informal Grievance Committee within 14 calendar days of notification of the action grieved. Failure of an employee to timely initiate a grievance will result in rejection of the grievance without further action.
2. The employee shall use the Layoff Grievance form available in the Human Resources Department or on its website for this purpose and shall state the specific reason(s) for his or her claim that the Appointing Authority has wrongfully applied Personnel Rule 5.
3. The Chief Human Resources Officer shall determine if the grievance meets the requirements of this rule; and if not, reject the grievance without further action. This determination shall be final. If the grievance meets the requirements of this Rule it shall be forwarded to the Informal Grievance Committee.
4. The Informal Grievance Committee shall be a three member Committee composed of the Appointing Authority or designee, the Chief Human Resources Officer or designee and a classified employee selected by the Chief Human Resources Officer and the Appointing Authority.
5. The informal hearing shall be arranged by the Chief Human Resources Officer and shall be held within fourteen calendar days from the date the written request was received from the aggrieved employee. At the hearing, each party will be allowed 15 minutes to present argument(s) in support of his/her position. Each party is responsible for obtaining his/her own exhibits, if any, and bringing four copies of each exhibit to the hearing. Each of the three Committee members and the opposing party shall receive a copy of each exhibit presented or referred to in the argument.
6. The burden shall be on the employee to establish violation of this rule by a preponderance of the evidence.
7. The hearing shall be held in the sunshine as required by Florida Statutes Chapter 286.011 and a decision shall be rendered at the conclusion of the hearing. That decision shall be final.



## Rule 6. Discipline

### A. Applicability and Purpose

**This rule applies to employees in the Classified Service.**

The purposes of this rule are to establish procedures for administering discipline and to recommend standard ranges of penalties to promote reasonable consistency in discipline. The level of discipline should be dependent on the facts and circumstances surrounding the behavior or performance issue. The impact of the behavior or performance, the totality of the employee's work record, and any mitigating or aggravating circumstances are relevant in determining the level of discipline administered.

### B. Authority to Effect Discipline

1. Subject to the grievance and appeal procedures herein, the Appointing Authority or designee shall have sole authority to administer discipline.
2. Any Classified Service employee may be disciplined for just cause. The types of performance and behavior identified in the attached chart are deemed to constitute just cause. Other causes not specifically listed which in the sole determination of the Appointing Authority negatively impact the efficiency, morale, good order, and discipline of the workplace, or the performance of a department, office, or agency may also constitute just cause. As per Rule 2, newly hired probationary employees whose performance is deemed unsatisfactory may be dismissed at any time prior to the expiration of the probationary period.

### C. Disciplinary Actions

Discipline should be progressive in nature. Progressive means that more severe discipline is warranted if an employee continues to exhibit performance and behavior problems, whether similar in nature or not. Additionally, there are circumstances where a transgression is egregious enough to warrant termination with no prior discipline.

#### 1. Levels of Disciplinary Action, in increasing order of severity:

- a. Level 1 Warning/Notification
- b. Level 2 Warning/Notification
- c. Level 3 Warning/Notification, choose from the following (considered the same level of discipline)
  - i. Final Written Warning/Notification
  - ii. Suspension
  - iii. Pay Reduction (temporary or permanent)
  - iv. Demotion
- d. Level 4 Dismissal

#### 2. Procedure

UPB Policy #10: Discipline Policy provides guidance for coaching and counseling that may be considered before administering discipline. The following procedure should be used when administering discipline. A Level 1 document will not be added to the

employee's Human Resources personnel file. Level 2 – 4 Warning/Notifications are sent to Human Resources and added to the employee's personnel file.

**a. Level 1 Warning/Notification**

Level 1 Warning/Notification is a level of formal discipline that does not require a pre-disciplinary hearing. However, Level 1's should be issued at a meeting with the employee. The meeting is the time to inform the employee of the factual basis for the discipline, explain expected corrective action and deliver the documentation. The employee shall be allowed to make comments during the meeting.

A Level 1 Warning/Notification will be memorialized in a written document which should be given to the employee at the meeting. The document should include the factual basis for the discipline and the expected corrective action. The document should also inform the employee that additional performance deficiencies or behavior problems, whether similar or not, could result in additional discipline. The employee shall be required to acknowledge receipt of the Warning/Notification by signing the document.

**b. Level 2 Warning/Notification**

Level 2 Warning/Notification is a level of formal discipline that does not require a pre-disciplinary hearing. However, Level 2 should be issued at a meeting with the employee. The meeting is the time to inform the employee of the factual basis for the discipline, explain expected corrective action and deliver the documentation. The employee shall be allowed to make comments during the meeting.

Level 2 Warning/Notifications will be memorialized in a written document, which should be given to the employee at the meeting. The document should include the factual basis for the discipline and the expected corrective action. The document should also inform the employee that additional performance deficiencies or behavior problems, whether similar or not, could result in additional discipline. The employee shall be required to acknowledge receipt of the warning/notification by signing the document.

**c. Level 3 - Final Written Warning/Notification**

Final Written Warning/Notification is an option under Level 3 for those departments that don't want to utilize pay reduction or demotion or if a suspension would present a hardship to the department or be an improper consequence (i.e. to performance, attendance). This is a written warning in lieu of suspension. Final Written Warnings require a pre-disciplinary hearing. The Final Written Warning/Notification shall include the factual basis for the warning and the expected corrective action. The notice shall also inform the employee that additional performance deficiencies or behavior problems, whether similar or not, could result in additional discipline.

**d. Level 3 - Suspension**

Suspension is a period of time off work without pay. Suspensions require a pre-disciplinary hearing. Written notice of suspension shall be given to the employee. The notice shall include the factual basis for the suspension, the length and details of the suspension, and the expected corrective action. The notice shall also inform the employee that additional performance deficiencies or behavior problems, whether similar or not, could result in additional discipline.

**e. Level 3 - Pay Reduction**

Pay Reduction is a reduction in an employee's pay rate. Pay Reduction may be a permanent or temporary reduction. The Appointing Authority has the discretion to reduce an employee's pay permanently or temporarily with a minimum of three (3) months to a maximum of twelve (12) months, which should be defined at the time of discipline. A deferred or denied general increase under Rule 3 C.1.e. is not a Pay Reduction under this Rule. Pay Reductions require a pre-disciplinary hearing. Pay Reductions shall be limited to a maximum of five percent. Written notice of Pay Reduction shall be given to the employee. The notice shall include the factual basis for the Pay Reduction, the amount and effective date of the Pay Reduction, and the expected corrective action. The notice shall also inform the employee that additional performance deficiencies or behavior problems, whether similar or not, could result in additional discipline.

**f. Level 3 - Demotion**

Demotion is a change to a position in a pay grade for which the maximum pay rate is lower than that of the employee's current pay grade. Demotions require a pre-disciplinary hearing. Written notice of Demotion shall be given to the employee. The notice shall include the factual basis for the demotion, identify the pay grade and pay rate of the position into which the employee is demoted, the effective date of the demotion, and the expected corrective action. The notice shall also inform the employee that future additional performance deficiencies or behavior problems, whether similar or not, could result in additional disciplinary action. Upon such demotion a probationary employee shall serve the balance of his/her probationary period and a regular status employee shall not be required to serve another probationary period.

**g. Level 4 - Dismissal**

Dismissal is separation from employment. Dismissals require a pre-disciplinary hearing. Written notice of Dismissal shall be given to the employee.

**3. Pre-Disciplinary Hearings**

Before issuing a Level 3 or 4 Warning/Notification, the Appointing Authority shall provide written notice of his or her intent to administer discipline and offer the employee the opportunity to discuss the situation at a pre-disciplinary hearing. Such hearing shall be held by the employee's Department Director or that Director's designee. The notice shall include the factual basis for the discipline being considered and the just cause for the discipline and advise the employee of the date and time of the pre-disciplinary hearing.

The pre-disciplinary hearing is the employee's opportunity to be heard on issues related to the proposed discipline. Employees may be represented by a person of their choice at their pre-disciplinary hearing.

Pre-disciplinary hearings may be conducted in the manner determined appropriate by the respective Appointing Authority.

**D. Retention of Disciplinary Documentation**

Discipline actions shall remain active for at least the minimum time specified below:

<b>Type of Action</b>	<b>Minimum Time Active</b>
Level 1	6 months
Level 2	9 months
Level 3	12 months

If the Appointing Authority has determined the problem necessitating the discipline has been corrected by the employee and additional performance or behavior problems have not occurred during the designated time frame, and/or no other formal disciplinary action has been administered, the disciplines maintained in Human Resources personnel files will be inactivated unless the Appointing Authority requests an extension. Even if inactive, all documentation will be retained as a part of the personnel file and available in accordance with Chapter 119, Florida Statutes. The determination of the Appointing Authority regarding inactivation is final.

An Appointing Authority, at their discretion, may extend the active period for any disciplinary action when:

- performance or behavior has not been corrected
- additional disciplinary action has been administered while any other disciplinary action is active.

Any active disciplinary action will be extended beyond the timeframe above if additional formal disciplinary action is administered prior to inactivation. The new minimum activation timeframe will be extended, at minimum, to the timeframes specified above related to the type of action taken.

## **E. Grievance of Discipline Actions & Appeals of Dismissal**

### **1. Grievances**

An employee may grieve disciplinary action, except dismissal, by filing a written grievance in accordance with the grievance procedure specified in Rule 7.

### **2. Appeals of Dismissal**

Except as provided herein, a regular status employee may appeal a dismissal directly to the Unified Personnel Board by filing a written notice of appeal with the Chief Human Resources Officer within 15 calendar days from the notice of the dismissal. An employee serving the initial one-year probationary period may not appeal a dismissal.

Human Resources staff may advise the employees and the Appointing Authority of all rights and responsibilities in the appeal procedure but shall not act as a representative or advocate for either.

Conference for Probationary Employees: When incidental to the dismissal of a probationary employee, the Department places in the employee's personnel file any information concerning the employee which might be considered stigmatizing to future employers, i.e., termination for misconduct; and if the employee contends that the information is false, the employee may, in writing, demand a name clearing conference. If such demand is made, the Department shall provide the employee an opportunity to demonstrate the falsity of the information, and the burden of proof shall be on the employee. The sole issue to be determined shall be the truth or falsity of the information alleged by the employee to be false, and the decision shall not necessarily affect the dismissal.

### **3. Representation**

The employee may, if desired, be represented by counsel or lay person during hearings conducted under the provisions of this Rule.

### **4. Unified Personnel Board Appeal of Dismissal Hearings**

Employees appealing their dismissal under this Rule shall be provided a fact-finding hearing before the Unified Personnel Board at which both parties shall have the opportunity to be heard in person, to be represented by lay person or by counsel, and to introduce testimony and evidence. Board Hearings shall be conducted in accordance with the Unified Personnel Board's appeal procedures.

## **F. Suspensions Pending Judicial Review**

When an employee has been indicted or has had an information filed against him or her for a felony, a misdemeanor involving moral turpitude, or any offense in which a conviction would adversely affect the efficiency or morale of the County Service, the Appointing Authority may, in his or her sole discretion, suspend that employee with or without pay until any such charge has been prosecuted to its conclusion. Written notice of suspension shall be provided to the employee.

In the event the suspension is without pay, the employee will be given an opportunity, either orally or in writing to present to the Appointing Authority reasons why the suspension without pay would be inappropriate.

At the conclusion of the charge, if the employee has been found guilty, has pled guilty whether adjudication is withheld or not, or entered a pre-trial intervention or similar program, the Appointing Authority may proceed with termination, in accordance with the procedure in Section 2.

In the event the employee has been tried and acquitted or the information or indictment is quashed or dismissed, the employee may present appropriate documentation to the Appointing Authority and request reinstatement in writing within 15 calendar days of the acquittal or other disposition of the case. This request must be made by delivering the request and documentation to the Appointing Authority. Failure of an employee to request reinstatement from the Appointing Authority within 15 calendar days of the acquittal or other disposition of the case shall be deemed a voluntary resignation of employment. Upon verification that such documentation is genuine and accurate, the Appointing Authority may reinstate the employee with or without back pay.

If the Appointing Authority does not reinstate the employee, the employee may, within 15 calendar days of denial of reinstatement, petition the Unified Personnel Board for reinstatement by delivering a written request for reinstatement to the Chief Human Resources Officer. Failure of an employee to timely file such written request with the Chief Human Resources Officer shall be deemed a voluntary waiver of the employee's right to seek reinstatement from the Unified Personnel Board and will be considered a voluntary resignation. Such resignations shall not be appealable.

Back pay is limited to wages and benefits lost during the suspension period, less sums from all other sources including wages or salary earned and monies received from any and all public assistance and unemployment compensation for the suspension period. The Personnel Board has no authority to grant pay. Only the Appointing Authority may grant back pay.

## Disciplinary Guidelines and Disciplinary Action Ranges

The infractions contained in the Disciplinary Guidelines and Disciplinary Action Range Chart are intended to provide only general guidance for consequences and the types of behavior that may be considered a violation of work rules. Although not part of discipline, it is recommended to consider utilizing the Coaching and Counseling Form when appropriate on first and/or minor incidents. The infractions listed are not all inclusive and the Appointing Authorities have the discretion to begin the disciplinary action at any step depending on other aggravating and mitigating circumstances. As a supervisor, it is recommended to review discipline prior to administering with your department leaders and/or Human Resources.

Category	Infraction	First Infraction	Second Infraction	Third Infraction	Fourth Infraction
A. Poor Performance	<i>Select the infraction(s) that apply.</i>				
	Substandard quality or quantity of work	Level 1 to Level 2	Level 2 to Level 3	Level 3 to Level 4	Level 4
	Failure to perform assigned duties	Level 1 to Level 3	Level 2 to Level 4	Level 4	n/a
	Failure to follow rules, regulations, policies or statutes not already covered under disciplinary infractions	Level 1 to Level 4	Level 2 to Level 4	Level 3 to Level 4	Level 4
	The employee is incapable of performing the essential functions of the job position because of a mental or physical disability after a reasonable accommodation has been made by the Appointing Authority or after the Appointing Authority has determined that no reasonable accommodation can be made.	Demotion or Dismissal	n/a	n/a	n/a
	Failure to perform a reasonable amount of emergency work outside normal working hours when directed to so do by proper authority	Level 3 to Level 4	Level 4	n/a	n/a

<b>Category</b> B. Attendance	<b>Infraction</b> <i>Select the infractions that apply.</i>	<b>First Infraction</b>	<b>Second Infraction</b>	<b>Third Infraction</b>	<b>Fourth Infraction</b>
	Excessive absences or tardiness and absence without authorized leave	Level 1 to Level 2	Level 2 to Level 3	Level 3 to Level 4	Level 4
	Leaving workstation without authorization	Level 1 to Level 3	Level 3 to Level 4	Level 4	n/a
	Job abandonment - Unauthorized absences from work for a period of three consecutive working days may be considered as the employee's voluntary resignation by the Appointing Authority and as such may not be grieved or appealed	Auto Resignation	n/a	n/a	n/a
<b>Category</b> C. Insubordination	<b>Infraction</b> <i>Select the infractions that apply.</i>	<b>First Infraction</b>	<b>Second Infraction</b>	<b>Third Infraction</b>	<b>Fourth Infraction</b>
	Refusal to follow supervisor's lawful orders, direction and/or workplace requirements/insubordination	Level 1 to Level 4	Level 2 to Level 4	Level 4	n/a
	Refusal to answer questions from a superior or investigative agency relating specifically and directly and narrowly to the employee's official duties, after the employee had been warned that refusal to answer such questions could lead to disciplinary action and that statements made by employees under such circumstances were inadmissible as evidence in a criminal prosecution	Level 3 to Level 4	Level 4	n/a	n/a
<b>Category</b> E. Violation of Workplace Violence Policy <i>(NOTE: Letter D was omitted as previous infraction numbers began with D)</i>	<b>Infraction</b> <i>Select the infractions that apply.</i>	<b>First Infraction</b>	<b>Second Infraction</b>	<b>Third Infraction</b>	<b>Fourth Infraction</b>
	Physically fighting while on duty	Level 3 to Level 4	Level 4	n/a	n/a

	The employee is in possession of a deadly weapon on County owned or leased property or in a County owned or leased vehicle at any time, or in a personal vehicle while being used for County business except: a. if specifically authorized in advance by the employee's Appointing Authority or designee, or b. With regard to a firearm, is otherwise specifically allowed under Florida Statute §790.251. Deadly weapon means any instrument which will cause great bodily harm or death when used in its ordinary and usual manner. For this infraction, deadly weapons include, but are not limited to: firearms, clubs, knives (other than a common pocket knife with a folding blade or an eating utensil), stun guns, brass knuckles, nunchucks, throwing stars, and other martial arts weapons.	Level 3 to Level 4	Level 4	n/a	n/a
	Making threats of violence	Level 3 to Level 4	Level 4	n/a	n/a
<b>Category</b> F. Property or Equipment Damage/ Misuse	<b>Infraction</b> <i>Select the infractions that apply.</i>	<b>First Infraction</b>	<b>Second Infraction</b>	<b>Third Infraction</b>	<b>Fourth Infraction</b>
	Misuse of public/County property or equipment	Level 1 to Level 4	Level 3 to Level 4	Level 4	n/a
	Destruction of public/County property or equipment	Level 1 to Level 4	Level 3 to Level 4	Level 4	n/a
	Unauthorized use of public/citizen/County equipment or property	Level 1 to Level 4	Level 3 to Level 4	Level 4	n/a



<b>Category</b> G. Negligence/Poor Judgement	<b>Infraction</b> <i>Select the infractions that apply.</i>	<b>First Infraction</b>	<b>Second Infraction</b>	<b>Third Infraction</b>	<b>Fourth Infraction</b>
	Decision/action resulting in minor consequences such as no injuries, minimal damages, costs, operational disruption, etc.	Level 1 to Level 2	Level 2 to Level 3	Level 4	n/a
	Decision/action resulting in serious consequences such as injuries or damages, higher costs, large operational disruption, etc.	Level 3 to Level 4	Level 4	n/a	n/a
	Sleeping on the job	Level 2 to Level 3	Level 3 to Level 4	Level 4	n/a
<b>Category</b> H. Intentional Falsification of Records	<b>Infraction</b>	<b>First Infraction</b>	<b>Second Infraction</b>	<b>Third Infraction</b>	<b>Fourth Infraction</b>
	Falsification of work-related documents and records or employment application	Level 3 to Level 4	Level 4	n/a	n/a
<b>Category</b> I. Theft	<b>Infraction</b> <i>Select the infractions that apply.</i>	<b>First Infraction</b>	<b>Second Infraction</b>	<b>Third Infraction</b>	<b>Fourth Infraction</b>
	Misappropriation or personal use of County funds or property; illegal disposition of County property or illegal possession of a co-worker's or member of the public's property	Level 3 to Level 4	Level 4	n/a	n/a
	Time paid - The employee has intentionally falsified a time record or made a false claim for leave	Level 3 to Level 4	Level 4	n/a	n/a
	Failed to report absence from duty to supervisors	Level 3 to Level 4	Level 4	n/a	n/a

<b>Category</b> J. Violation of Drug-Free Workplace Policy or Alcohol and Controlled Substance Testing Policy for Commercial Motor Vehicle Drivers	<b>Infraction</b>	<b>First Infraction</b>	<b>Second Infraction</b>	<b>Third Infraction</b>	<b>Fourth Infraction</b>
	Violation of Drug-Free Workplace Policy or Alcohol and Controlled Substance Testing Policy for Commercial Motor Vehicle Drivers	Level 3 to Level 4	Level 4	n/a	n/a
<b>Category</b> K. The Employee Has Engaged in Conduct Unbecoming of an Employee of the County	<b>Infraction</b> <i>Select the infractions that apply.</i>	<b>First Infraction</b>	<b>Second Infraction</b>	<b>Third Infraction</b>	<b>Fourth Infraction</b>
	Violation of Pinellas County Statement of Ethics	Level 1 to Level 4	Level 4	n/a	n/a
	Engaging in conduct unbecoming of a County employee or other behavior that affects the public trust or is a poor representation of a County employee	Level 1 to Level 4	Level 2 to Level 4	Level 3 to Level 4	Level 4
	Attempt to use political influence in personnel matters	Level 2 to Level 4	Level 4	n/a	n/a
	Unauthorized distribution, solicitation, or sales.	Level 1 to Level 2	Level 2 to Level 3	Level 4	n/a

<b>Category</b> L. Conduct/Behavior	<b>Infraction</b> <i>Select the infractions that apply.</i>	<b>First Infraction</b>	<b>Second Infraction</b>	<b>Third Infraction</b>	<b>Fourth Infraction</b>
	The employee's conduct is offensive or antagonistic toward management, fellow employees or the public. The actions include but are not limited to: verbal abuse, intimidation or the use of profane or obscene language.	Level 1 to Level 4	Level 2 to Level 4	Level 4	n/a
	The employee's conduct interferes with the proper cooperation of coworkers or impairs the efficiency, morale, good order or discipline of the workplace	Level 1 to Level 4	Level 2 to Level 4	Level 4	n/a
	Violation of the Anti-Harassment Policy	Level 2 to Level 4	Level 4	n/a	n/a
<b>Category</b> M. Arrests/Charges/ Convictions of a Felony while Employed	<b>Infraction</b> <i>Select the infractions that apply.</i>	<b>First Infraction</b>	<b>Second Infraction</b>	<b>Third Infraction</b>	<b>Fourth Infraction</b>
	During employment the employee fails to report to management that they were arrested by the first scheduled work day immediately following the arrest	Level 1 to Level 4	Level 2 to Level 4	Level 4	n/a
	Finding of guilty or plea of guilty or no contest to an employment-related first degree misdemeanor or any felony, regardless of whether adjudication of guilt is withheld or not	Level 3 to Level 4	Level 4	n/a	n/a
	Finding of guilty or plea of guilty or no contest to any misdemeanor involving moral turpitude, whether adjudication of guilt is withheld or not	Level 2 to Level 4	Level 4	n/a	n/a

<b>Category</b> N. Failure to Meet Certification/Licensure Requirements	<b>Infraction</b> <i>Select the infractions that apply.</i>	<b>First Infraction</b>	<b>Second Infraction</b>	<b>Third Infraction</b>	<b>Fourth Infraction</b>
	The employee operated a County owned or leased vehicle, or the employee's own vehicle, on County business without a valid driver's license or operator's license	Level 3	n/a	n/a	n/a
	The employee's driver's license was suspended or revoked and a valid driver's license is required to perform essential functions of the job	Demotion or Level 4	Level 4	n/a	n/a
	The employee was notified that his or her driver's license was suspended or revoked and the employee failed to report the suspension or revocation to the employee's supervisor by the next scheduled work day immediately following notification	Level 1 to Level 2	Level 2 to Level 3	Level 3 to Level 4	Level 4
	The employee has failed to obtain or maintain the required certification for their job position	Demotion or Level 4	n/a	n/a	n/a
<b>Category</b> O. Secondary Employment	<b>Infraction</b> <i>Select the infractions that apply.</i>	<b>First Infraction</b>	<b>Second Infraction</b>	<b>Third Infraction</b>	<b>Fourth Infraction</b>
	The employee is actively employed by another employer or self-employed; and such employment is in conflict with their assigned duties with the County and/or the County's Statement of Ethics	Level 1 to Level 4	Level 2 to Level 4	Level 4	n/a
	The employee is actively employed by another employer or self-employed and such employment was not authorized by their Appointing Authority or designee	Level 2 to Level 4	Level 4	n/a	n/a

<b>Category</b> P. Violation of Florida Statute 447.505	<b>Infraction</b>	<b>First Infraction</b>	<b>Second Infraction</b>	<b>Third Infraction</b>	<b>Fourth Infraction</b>
	That the employee has violated Section 447.505, Florida Statutes, or any subsequent amendments thereto or any other related, applicable Florida Statute, or has induced or attempted to induce, or aided or abetted any employee of Pinellas County to engage in any strike or walk-out against Pinellas County or any organizational department or unit thereof	Level 4	n/a	n/a	n/a

## **Rule 7. Employee Grievances**

### **A. Applicability and Purpose**

1. This rule applies to employees in the Classified Service.
2. The purpose of this rule is to establish a process through which an employee may seek redress for covered issues relating to his or her employment and to improve employee-management relations through a fair method of resolving problems.
3. When appeal, complaint, or grievance procedures are otherwise established for a particular issue or subject, those procedures shall apply.

### **B. Non-Retaliation**

Employees shall not be subjected to retaliation for using or participating in the grievance process.

### **C. Time for Grievance**

The Appointing Authority shall allow the aggrieved employee reasonable time to consult with the Human Resources Department and participate in the grievance process. However, the Appointing Authority is not required to provide the grievant unlimited work time to prepare or participate in the process. Time approved by an Appointing Authority during normal duty hours shall not be charged against the employee. Except for time at an informal grievance panel hearing, time spent by a grievant outside of the employee's normal duty hours shall not be counted as hours worked.

### **D. Guidance**

Human Resources staff may advise the employees and Appointing Authorities regarding the grievance and appeal process but shall not act as a representative or advocate for either.

### **E. Covered issues and Level of Appeal Available**

A Classified Service employee may grieve:

1. Discipline (Level 1 – 3);
2. A misapplication of a Personnel Rule or Unified Personnel Board Policy, as applied to the grievant;
3. A misapplication of an established departmental policy, procedure, or rule if that policy, procedure, or rule was approved by the Unified Personnel Board, as applied to the grievant;
4. Formally documented records of performance as determined under the County's prescribed performance management system;
5. Discretionary pay increase decisions.

**Level of Appeal Available**

<b>Grievance Issue</b>	<b>Informal Resolution</b>	<b>Step 1: Department Head</b>	<b>Step 2: Informal Grievance Committee</b>	<b>Step 3: Unified Personnel Board</b>
Discipline: Level 1	Yes	Yes	No	No
Discipline: Level 2	Yes	Yes	Yes	No
Discipline: Level 3	Yes	Yes	Yes	Yes
Misapplication of Personnel Rule or Unified Personnel Board Policy	Yes	Yes	Yes	Yes
Misapplication of department policy, procedure, or rule (if approved by the Unified Personnel Board)	Yes	Yes	Yes	Yes
Formally documented record of performance	Yes	Yes	No	No
Discretionary pay increase decision	Yes	Yes	No	No

**F. Exceptions**

1. Dismissals are not subject to grievance. Dismissals of regular status employees may be appealed directly to the Unified Personnel Board pursuant to Rule 6.
2. Demotions for inability of regular status employees during the first six months after a promotion are not subject to grievance.
3. Layoffs and displacements under Rule 5 are not subject to grievance.
4. Deferred or denied pay increases under Rule 3 C.1.e. are not pay reductions under this Rule.

**G. Procedure for Grievance**

Unless appeal, complaint, or grievance procedures are otherwise established for the particular issue or subject, the following procedure applies.

1. **Filing:** Grievances starting with Step 1 must be filed in writing on the forms provided by the Human Resources Department.
2. **Timing:** All steps in the grievance process must be taken within the time frames specified.
  - a. A grievance must be initiated as described within 15 calendar days from when the employee first becomes aware of the aggrieved situation.

- b. Failure of an employee to timely file a grievance or timely initiate any step in the process will result in rejection of the grievance without further action. Such rejection is final.

**3. Process:**

If the end date falls on a weekend or County holiday, the due date shall be the next weekday.

**a. Informal Resolution**

An employee is encouraged to attempt resolution for his or her issue with the immediate supervisor or other appropriate level of management in his or her Department before proceeding to a formal grievance. In cases where the issue is not resolved, an employee may, within 15 calendar days of when the employee first becomes aware of the aggrieved situation, start the process at Step 1.

**b. Step 1: Department Head**

- i. Grievant submits written grievance on the established Human Resources form to the Department Head.
- ii. The Department Head should consider the grievance and discuss it with the employee and other management, if necessary, to reach a decision. The Department Head's decision must be delivered in writing to the employee on a copy of the grievance form submitted by the employee.
- iii. The Department Head's response must be delivered within seven calendar days from the date the employee submits the form.
- iv. If the employee is dissatisfied with management's response, or does not receive a response within seven calendar days of the date the employee submitted his grievance form to the Department Head, the employee may proceed to Step 2 (unless the subject matter is limited to resolution at Step 1).

**c. Step 2: Informal Grievance Committee**

- i. Grievant files a written request within 15 calendar days on the established Human Resources Department form to appeal the Department Head's decision to the Chief Human Resources Officer. The request must include a copy of the Department Head's response from Step 1. If no response was received, the Grievant must state so in the written request and must attach the form from Step 1.
- ii. Upon receipt of a proper and timely request to appeal, the Chief Human Resources Officer shall convene an Informal Grievance Committee in accordance with established Unified Personnel Board policy.
- iii. The Informal Grievance Committee hearing shall be scheduled by the Chief Human Resources Officer within 30 calendar days from the date grievant files the request to appeal the Department Head's response. Continuances for good cause shown may be granted by the Chief Human Resources Officer.
- iv. The complete hearing shall be conducted in the Sunshine, in accordance with Florida Statute Chapter 286.
- v. The hearing shall be a fact-finding hearing at which both parties have the opportunity to be heard in person, to be represented by lay person or counsel, and to introduce testimony and evidence. Informal Grievance Committee



hearings shall be conducted in accordance with Unified Personnel Board procedures.

- vi. The result of the hearing shall be announced at the conclusion of the hearing.
- vii. The written decision of the Informal Grievance Committee shall be provided to the parties within 10 calendar days from the conclusion of the hearing.
- viii. An employee dissatisfied with the Informal Grievance Committee decision may proceed to Step 3 (unless the subject matter is limited to resolution at Step 2).

**d. Step 3: Unified Personnel Board Appeal of Grievance Hearing**

- i. Except as provided herein, either party may appeal the decision of the Informal Grievance Committee to the Unified Personnel Board by filing a written notice of appeal with the Chief Human Resources Officer within 15 calendar days of the date of the written decision of the Informal Grievance Committee.
- ii. Failure to appeal within 15 calendar days shall be deemed voluntary waiver of a party's appeal right.
- iii. Unified Personnel Board appeals from Informal Grievance Committee decisions shall be conducted in accordance with the Unified Personnel Board's appeal procedures.

## Rule 8. Political Activities

**A.** The provisions of this rule apply to members of the Classified Service.

### **B. Prohibited Activities**

1. Employees are prohibited from taking an active part in a political campaign while on duty or during the time which the employee is expected to perform services for which compensation is received from the County.
2. Employees are prohibited from the following while on duty or on County property:
  - a. circulation of or seeking signatures to any petition provided for by any charter or law;
  - b. distributing badges, colors, or other indications favoring or opposing an issue or a candidate for election or nomination to a federal, state, county or municipal public office; or
  - c. making, soliciting or knowingly accepting any political contribution in a building owned by a governmental entity.
3. Employees are prohibited from holding a public office or being a candidate for public office while employed by the County.

### **C. Allowed Activities**

As long as it is not in violation of Federal or Florida Law, Opinions of the Florida Division of Elections, other provisions of this Rule, and occurs during off-duty hours any employee may:

1. Express their opinions on any candidate or issue;
2. Participate in any political campaign; and
3. Serve as a member of the State Executive Committee or County Executive Committee of a political party.

### **D. Candidacy for Public Office**

An employee is required to resign employment to run for public office as follows:

1. If at the Appointing Authority's sole discretion, he or she determines there is a conflict of interest between the employee's duties as a County employee and the employee's candidacy for public office, the employee must resign prior to the date he or she becomes a candidate pursuant to state law; or
2. If the Appointing Authority does not require resignation as outlined in D.1., above, the date on which the employee becomes a candidate pursuant to state law.

### **E. Hatch Act**

Employees whose principal employment is in connection with activity financed, in whole or in part, by loans or grants made by the United States or a Federal Agency are subject to the provisions of the Hatch Act.



## Definitions

For the purpose of these Rules, the following words and terms shall have the meaning indicated unless the context clearly indicates otherwise:

**Appointing Authority** - The Appointing Authorities of the Unified Personnel System are: the Board of County Commissioners, the Clerk of the Circuit Court, the Property Appraiser, the Supervisor of Elections, the Tax Collector, the County Administrator, the County Attorney, the Executive Director of Forward Pinellas, the Human Rights Officer, and the Chief Human Resources Officer. They have the power to appoint the employees who shall hold some or all positions under their supervision.

**Classified Excluded** - Classified Service salaried employees certified by the Appointing Authorities through the County Attorney to the Chief Human Resources Officer as meeting an exemption from the overtime requirements of the Fair Labor Standards Act. These classifications are identified in the Classification Plan.

**Classified Hourly** - Classified Service employees who are eligible for and paid overtime in accordance with the Fair Labor Standards Act. These classifications are identified in the Classification Plan.

**Class Specification** - A written description of the essential characteristics of a job classification and the factors and work requirements that distinguish it from other job classifications. The class specification shall outline the nature of work involved; illustrative tasks performed; knowledge, abilities and skills needed; and the experience and training desired or mandatory for the job classifications.

**Demotion** - The change of an employee from one job classification to another job classification for which the maximum of the pay rate for the new position is lower than that of the employee's current pay grade.

**Job Classification** - A group of duties and responsibilities assigned by competent supervision requiring the full-time or part-time employment of one person. Each such job classification shall have a job title, a job description, and a pay grade and, where possible and practical, an appropriate test to determine the fitness of interested applicants.

**Job Title** - A definite descriptive designation for a job classification.

**Lateral** - The change of an employee from one job classification to another job classification with the same pay grade as that of the employee's current pay grade.

**Members of the Classified Service** - All personnel employed in the County Service, except those serving in a job classification which is specifically declared by the Pinellas County Unified Personnel Board to be an Exempt Service position.

**Members of the County Service** - All personnel employed by and under the jurisdiction of the Board of County Commissioners or a Constitutional Officer in one of the job

classifications set forth in the Pinellas County Unified Personnel System either as members of the Classified Service or as members of the Exempt Service.

**Members of the Exempt Service** - All personnel employed in the County Service in one of the Exempt Service positions, as set forth by the Pinellas County Unified Personnel Board.

**Pay Grade** - A salary range with a minimum and maximum pay bracket established to fairly and competitively compensate an employee for assigned work under the specific job classification.

**Pay Grade Change** - An increase or decrease in the pay grade established for a specific job classification, such changes being made for the purpose of ensuring that a fair, equitable, and competitive pay grade is currently in effect. This is also known as a reallocation.

**Permanent Position** - A position for which the duties and responsibilities are expected to occur on an ongoing basis and which is funded with recurring funds.

**Position** - An approved budgeted personnel allocation.

**Position Reclassification** - The change of a job classification due to a permanent change in or an increase or decrease in the assigned duties and responsibilities of the position, or to correct inequities created by the reclassification of other positions.

**Probationary Period** - That period of time beginning with a person's employment in the Classified Service and normally ending one year from the date of hire. Appointing Authorities may remove probationary hired employees from probation when deemed appropriate. Such decisions to remove or maintain the probationary period shall not be grievable.

**Probationary Status Employee** - A Classified Service employee currently serving a probationary period of service.

**Promotion** - The change of an employee from one job classification to another job classification for which the maximum of the pay rate for the new position is higher than that of the employee's current pay grade.

**Provisional Employment** - Employment in a Classified Service position in the absence of an eligible register, such employment not to exceed six months from the date of such employment nor more than 45 days following the establishment of an eligible register, whichever is less in length of time.

**Regular Status Employee** - A Classified Service employee who has satisfactorily completed a probationary period of service.

**Temporary Employee** - An employee within a position designated as temporary. A temporary position is one for which the duties and responsibilities are expected to occur for a short time frame or occur on a seasonal basis.

**Transfer** - The change of an employee from one position to another position within the same job classification and pay grade as the employee's current position.

**Years of Service** - Continuous employment in the Unified Personnel System from the employee's most recent date of hire. Prior periods of employment will not be counted toward current service.