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## UNIFIED PERSONNEL BOARD AGENDA

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Date: August 4, 2022

Time: 6:30 p.m.

Location: BCC Assembly Room, Fifth Floor, Pinellas County Courthouse  
315 Court Street, Clearwater, Florida

- I. Citizens to be Heard\*
- II. Employees' Advisory Council (EAC) Representative
- III. Consent Agenda
  1. Request Approval of the Minutes of the Regular Personnel Board Meeting held July 7, 2022  
*Approved*
- IV. New Business
  1. Request Approval of Revisions to Rule 3  
*TABLED until the September meeting*
  2. Agenda for Workshop with Appointing Authorities
- V. Informational Items
  1. Kimberly's HR Update
  2. Presentation of Strategic Plan
- VI. Termination Appeal
  1. Brian Adkison v. Pinellas County Department of Safety and Emergency Services
    - Prehearing Motion
    - Opening
    - Board Counsel Presents Stipulated Facts
    - Parties Present Respective Cases
    - Board Deliberations*CONTINUED to August 24, 2022*

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\* Persons with disabilities who need reasonable accommodations to effectively participate in this meeting are asked to contact Pinellas County's Office of Human Rights by emailing requests to [accommodations@pinellascounty.org](mailto:accommodations@pinellascounty.org) at least three (3) business days in advance of the need for reasonable accommodation. You may also call (727) 464-4882. More information about the ADA, and requests for reasonable accommodation, may be found at [www.pinellascounty.org/humanrights/ada](http://www.pinellascounty.org/humanrights/ada).

Persons are advised that, if they decide to appeal any decision made at this meeting/hearing, they will need a verbatim record of the proceedings, and, for such purposes, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based.

**Unified Personnel Board  
Pinellas County  
July 7, 2022 Meeting Minutes**

The Unified Personnel Board (UPB) met in regular session at 6:30 PM on this date in the County Commission Assembly Room at the Pinellas County Courthouse, 315 Court Street, Clearwater, Florida.

**Present**

Joan M. Vecchioli, Chair  
Ricardo Davis, Vice-Chair  
Jeffery Kronschnabl  
Peggy O'Shea  
Kenneth Peluso  
Ralph Reid  
William A. Schulz II

**Others Present**

Kimberly Crum, Director of Human Resources (HR)  
Jennifer Monrose Moore, Ogletree, Deakins, et. al., P.C., Board Counsel  
Lisa Arispe, Employees' Advisory Council (EAC) Representative  
Sarah Rathke, Board Reporter, Deputy Clerk  
Other interested individuals

*All documents provided to the Clerk's Office have been made a part of the record.*

**CALL TO ORDER**

Chair Vecchioli called the meeting to order at 6:30 PM; whereupon, she led the Pledge of Allegiance and welcomed new member Ralph Reid, indicating that he was recently appointed to the Board by the EAC. She related that Paul Rogers has submitted his resignation from the Board and thanked him for his service.

**CITIZENS TO BE HEARD**

None.

## **EMPLOYEES' ADVISORY COUNCIL REPRESENTATIVE**

EAC Representative Lisa Arispe presented the following topics:

- New Board member Ralph Reid
- Latest Appointing Authority meeting
- Discrepancies across Appointing Authorities regarding employee internal interviews
- New disciplinary form template proposal
- Process for discipline and grievances resulting in financial consequences

During discussion, Ms. Crum clarified that there has been a general consensus among the Appointing Authorities that they are not opposed to internal interviews being conducted on County time, but that specific language outlining a policy has not been discussed. Chair Vecchioli, with input by Attorney Moore, recommended that these concerns be brought back to the Board at a later meeting due to there being a full agenda planned for the August meeting.

Responding to queries by Chair Vecchioli, Ms. Crum indicated that discipline forms are maintained online by HR; and that it is up to the manager to pull the specific form that they need. She summarized the current grievance process and explained that a rule change would be required if the Board would like to hear verbal or written warnings resulting in a financial consequence; whereupon, discussion ensued.

## **CONSENT AGENDA**

Mr. Davis moved that the minutes of the Regular Personnel Board Meeting held June 2, 2022 be approved; whereupon, the motion was seconded by Ms. O'Shea and passed unanimously.

## **INFORMATIONAL ITEMS**

### HR Update

Ms. Crum referred to the *HR Update* document included in the agenda packet and provided information regarding the following items:

- Transition of HR Technician from Benefits to Classification and Compensation
- Recruiting for open HR positions
- June staff meeting and the strategic plan kickoff
- Employee referral incentive
- Additional preventive screening/health items added to incentive activities list
- Distribution of position audit results notifications to some Tax Collector employees

- Preliminary progress on the second phase of BCC priority audits
- Decentralize responsibilities of the Office of Management and Budget
- New Volunteer Management System software implementation
- Colors of Pinellas Employee Art Show
- The Employee Suggestion Award Program
- Emergency preparedness webinar sessions
- Recruitment of employees to serve as poll workers for the Supervisor of Elections

Responding to queries by the members, Ms. Crum indicated that the Appointing Authorities agreed that County employees would be paid their regular salary when working as a poll worker. She related that Pinellas County's turnover rate appears to be stabilizing; and that she has discussed the exit interview process with each Appointing Authority, noting that they generally prefer to conduct their own interviews but are willing to add more specific criteria as suggested by HR and then ultimately share the information as to why a person is leaving their position, and lengthy discussion ensued.

Chair Vecchioli indicated that the Board may make any ruling on the topic of exit interviews as they see fit; whereupon, Mr. Kronschnabl suggested that the Board discuss the process at its next joint meeting with the Appointing Authorities.

Employee Relations and Workforce Director Rodney Marion commented that the County Administrator's Office is developing a new exit interview policy that answers many of the Board's questions; and that it will be shared with the members in the future once completed.

#### Presentation of Strategic Plan

Ms. Crum indicated that many of the strategic planning participants were unable to attend the meeting tonight; whereupon, she played a video that outlined the strategic planning process and introduced many of the participants, who shared their experiences.

Human Resources Officer Audrey Savas discussed the internal process and inclusive environment created to work on the plan. She referred to HR C.A.R.E.S. and explained its five key themes: Cultivate Workforce, Attract Candidates, Relationship Building, Evolve Technology, and Serve Customers, and related that together they convey Human Resource's future direction, priorities, and impact.

Ms. Crum noted that, since the strategic plan was rolled out across HR, positive feedback has been received regarding the inclusion of wellness and financial programs and the additional technology upgrades needed to streamline various processes. She referred to a PDF version of the plan, noting that the document will be posted on the HR website;

whereupon, she discussed the importance of the five themes and the benefits of employee involvement.

In response to queries by the members, Ms. Crum related that HR is looking for technology that can better track the progress made towards the strategic plan goals.

During discussion, the members extended accolades to staff for creating the plan, and Mr. Kronschnabl suggested adding certain language for clarification to the document regarding development recognition reports.

Action Taken Under Authority Delegated by the Personnel Board

The document titled *Action Taken Under Authority Delegated by the Unified Personnel Board* has been made a part of the record.

**ADJOURNMENT**

Chair Vecchioli adjourned the meeting at 8:00 PM.

**UNIFIED PERSONNEL SYSTEM**

Annex Building  
 400 S. Fort Harrison Ave., 4th Floor  
 Clearwater, Florida 33756  
 Phone: (727) 464-3367  
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 www.pinellascounty.org/hr



Kimberly R. Crum  
 Director

TO: The Honorable Chair and Members of the Unified Personnel Board

FROM: Kimberly R. Crum, Director of Human Resources *KRC*

DATE: July 29, 2022

SUBJECT: Rule 3 - General Increase

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**Recommendation:**

It is recommended that the members of the Unified Personnel Board approve new language (attached) for Personnel Rule 3 – General Increase, which clarifies the discretion of the Appointing Authorities to grant a general increase and sets forth parameters agreed upon by the Appointing Authorities in cooperation with the Employees’ Advisory Council and the County Attorney’s Office.

**Background:**

On January 6, 2022, the Unified Personnel Board heard a grievance brought by a number of employees regarding the withholding of the general increase due to discipline. At the close of the hearing, the Unified Personnel Board concluded that the County Administrator’s interpretation of the Rule was confirmed by the Board and suggested that staff place a potential revision to the Rule on a future agenda. These revisions are a collaborative effort in response to the Board’s direction.

The proposed revisions clarify the discretion of the Appointing Authorities within the following parameters:

- When a general increase is denied, the decision should be clearly disclosed to the employee and documented in the comments section when entering the transaction into OPUS.
- When a general increase is withheld due to discipline, the general increase shall be granted prospectively upon inactivation of all discipline.

Additionally, the Rule is being updated to allow for a lump sum payment, which is being proposed for FY23, in addition to the existing percentage increase.

## Updates:

The proposed changes are outlined below:

**Revise Personnel Rule 3, Section C.1.e. General Increase.** The text indicated in red with brackets is to be added and the text indicated in yellow strikethrough is to be removed.

### c. General Increase

A general increase is an increase applied to ~~all, or to a general category of,~~ eligible ~~regular status or probationary~~ employees ~~without variation for individual performance~~. A general increase may be granted if deemed in the best interest of the organization and if the budget allows.

~~The general increase is designed to reflect an increase in the labor market. This is different from the merit increase which reflects the value of the individual's performance in that job.~~

Each Appointing Authority will determine eligibility by taking into consideration factors which may include but are not limited to hire date, promotion, pay adjustments, demotion and conduct resulting in disciplinary action during the previous fiscal year.

A general increase is granted on a common date; however, an Appointing Authority may defer or deny the granting of the increase:

- 1) When an employee is hired within 90 days prior to the date of a general increase;
- 2) When an employee is promoted within 90 days prior to a general increase;
- 3) When an employee receives a pay adjustment within 90 days prior to a general increase;
- 4) When an employee is involuntarily demoted within 90 days prior to a general increase;
- 5) When an employee receives disciplinary action during the fiscal year, an Appointing Authority may elect to withhold a general increase from that employee until such time as all discipline is inactive. Upon inactivation of all discipline, the employee shall be granted the general increase prospectively in the rate provided to all eligible employees during that fiscal year, effective on the first day of the next payroll period.

Whether a general increase is deferred or denied, the decision should be clearly disclosed to the employee and documented in the comments section when entering the transaction into OPUS.

The Appointing Authority has discretion to determine if a general pay increase will be a percentage increase or a lump sum increase or a combination.

~~The~~ If a percentage increase, a general ~~pay~~ increase will be calculated on the midpoint of the pay grade established for the employee's ~~associated~~ job classification.

If a lump sum increase, the amount is at the discretion of the Appointing Authority.

Whether as a percentage increase or a lump sum, if ~~if~~ a general ~~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.

Attachments:

- Personnel Rule 3 redline version with proposed revisions indicated
- Personnel Rule 3 clean version with proposed revisions incorporated



### **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 Director of Human Resources 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 Director of Human Resources 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 Director of Human Resources.

## **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 Director of Human Resources.

## **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 Director of Human Resources.

## **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 Director of Human Resources.

## **C. Base Pay Adjustments**

Base pay adjustments solely associated with the implementation of the Evergreen Classification and Compensation Study completed in 2018 shall be as adopted. In the event of a conflict between implementation of that study and this Rule, the approved implementation of the study shall govern. In all other cases, the following will continue to apply. 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 Director of Human Resources.

**d. Reclassification or Reallocation Increase**

When a position is reclassified or reallocated 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.
- No reclassification pay increase may be granted above the maximum rate established for the classification.

**e. General Increase**

A general increase is an increase applied to ~~all, or to a general category of,~~ eligible ~~regular status or probationary~~ employees ~~without variation for individual performance~~. A general increase may be granted if deemed in the best interest of the organization and if the budget allows.

~~The general increase is designed to reflect an increase in the labor market. This is different from the merit increase which reflects the value of the individual's performance in that job.~~

Each Appointing Authority will determine eligibility by taking into consideration factors which may include but are not limited to hire date, promotion, pay adjustments, demotion and conduct resulting in disciplinary action during the previous fiscal year.

A general increase is granted on a common date; however, an Appointing Authority may defer or deny the granting of the increase:

- 1) When an employee is hired within 90 days prior to the date of a general increase;
- 2) When an employee is promoted within 90 days prior to a general increase;
- 3) When an employee receives a pay adjustment within 90 days prior to a general increase;

- 4) When an employee is involuntarily demoted within 90 days prior to a general increase;
- 5) When an employee receives disciplinary action during the fiscal year, an Appointing Authority may elect to withhold a general increase from that employee until such time as all discipline is inactive. Upon inactivation of all discipline, the employee shall be granted the general increase prospectively in the rate provided to all eligible employees during that fiscal year, effective on the first day of the next payroll period.

Whether a general increase is deferred or denied, the decision should be clearly disclosed to the employee and documented in the comments section when entering the transaction into OPUS.

The Appointing Authority has discretion to determine if a general pay increase will be a percentage increase or a lump sum increase or a combination.

**The** If a percentage increase, a general **pay** increase will be calculated on the midpoint of the pay grade established for the employee's **associated** job classification.

If a lump sum increase, the amount is at the discretion of the Appointing Authority.

Whether as a percentage increase or a lump sum, if **if** a general **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.

**f. 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 Director of Human Resources but may not be granted above the maximum rate established for the employee's classification.

**g. Pay Grade Change - Reallocation**

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.

#### **h. 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 Director of Human Resources.

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 Director of Human Resources.

### **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 or Reallocation Decrease**

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 reallocated 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 may elect to 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 at one and one half times that rate for any hours worked in the workweek over 40.

- 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, extended illness leave, 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 Director of Human Resources 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, Extended Illness 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 Director of Human Resources 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 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 Director of Human Resources 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 Director of Human Resources 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 Director of Human Resources.

## **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 Director of Human Resources.

## **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 Director of Human Resources.

## **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 Director of Human Resources.

# **C. Base Pay Adjustments**

Base pay adjustments solely associated with the implementation of the Evergreen Classification and Compensation Study completed in 2018 shall be as adopted. In the event of a conflict between implementation of that study and this Rule, the approved implementation of the study shall govern. In all other cases, the following will continue to apply. 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 Director of Human Resources.

**d. Reclassification or Reallocation Increase**

When a position is reclassified or reallocated 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.
- No reclassification pay increase may be granted above the maximum rate established for the classification.

**e. General Increase**

A general increase is an increase applied to eligible regular status or probationary employees. A general increase may be granted if deemed in the best interest of the organization and if the budget allows.

Each Appointing Authority will determine eligibility by taking into consideration factors which may include but are not limited to hire date, promotion, pay adjustments, demotion and conduct resulting in disciplinary action during the previous fiscal year.

A general increase is granted on a common date; however, an Appointing Authority may defer or deny the granting of the increase:

- 1) When an employee is hired within 90 days prior to the date of a general increase;
- 2) When an employee is promoted within 90 days prior to a general increase;
- 3) When an employee receives a pay adjustment within 90 days prior to a general increase;
- 4) When an employee is involuntarily demoted within 90 days prior to a general increase;
- 5) When an employee receives disciplinary action during the fiscal year, an Appointing Authority may elect to withhold a general increase from that

employee until such time as all discipline is inactive. Upon inactivation of all discipline, the employee shall be granted the general increase prospectively in the rate provided to all eligible employees during that fiscal year, effective on the first day of the next payroll period.

Whether a general increase is deferred or denied, the decision should be clearly disclosed to the employee and documented in the comments section when entering the transaction into OPUS.

The Appointing Authority has discretion to determine if a general pay increase will be a percentage increase or a lump sum increase or a combination.

If a percentage increase, a general increase will be calculated on the midpoint of the pay grade established for the employee's associated job classification.

If a lump sum increase, the amount is at the discretion of the Appointing Authority.

Whether as a percentage increase or a lump sum, if a general 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 increase shall be granted as a one-time lump sum payment calculated as the annualized value of the increase.

**f. 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 Director of Human Resources but may not be granted above the maximum rate established for the employee's classification.

**g. Pay Grade Change - Reallocation**

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.

**h. 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 Director of Human Resources.

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 Director of Human Resources.

**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 or Reallocation Decrease**

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 reallocated 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 may elect to 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 at one and one half times that rate for any hours worked in the workweek over 40.
- 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, extended illness leave, 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 Director of Human Resources 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, Extended Illness 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 Director of Human Resources 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.



## Unified Personnel Board – HR Update August 2022 (July 2022 updates)

### Internal Recruitments

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- Welcomed Missy Kracher as a Human Resources Business Partner position.
- Final stages of the selection process for the Learning & Development Consultant role.
- Conducting interviews for Employee Communications Specialist and Benefits Technician.

### General Increase

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- The budget contains proposed funding for all Appointing Authorities and Constitutional Officers that includes a general increase for classified and exempt Unified Personnel System employees which will include:
  - An increase equivalent to three percent (3%) of the midpoint of the employee's associated pay range.
  - An additional base salary increase of \$0.58/hour (which is \$1,206.40 for a regular employee working 40 hours per week annually). This equates to an additional two percent (2%) overall and will be distributed this way so it's the same amount to all eligible employees.
  - The budget includes funding for an additional non-recurring pay supplement of \$1,200, also equating to two percent (2%) overall, to be funded from the County's reserves and to be paid in two installments during FY23.
- This total seven percent (7%) increase is subject to approval by the Board of County Commissioners in the upcoming two budget hearings in September. The Personnel Rules will apply for how Appointing Authorities distribute the annual increase. Effective October 9, classified and exempt employees hired before October 1, 2022 may receive a general increase which will appear on their October 28, 2022 paycheck, if approved.

### Benefits & Wellness

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- The new deadline for completion of biometric screenings and health assessment is December 20, 2022, to allow for processing prior to year-end. Employees may visit our [biometric webpage](#) for details including step-by-step instructions in the Quest Help Guide and the Physician Results Form Help Guide.
- August activities include a Managing Financial Stress webinar, a Winning Weeknight Meals cooking demo, a live grocery store tour, Pain-Free Movement webinar and a new weekly stretch break every Friday.
- Employees may take advantage of the [Mammography Bus](#) at various worksites in August.

### Classification & Compensation

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- Progressing with preliminary recommendations for the second phase of BCC priority audits.
- Developing a general increase calculator to assist employees with determining what increase to expect effective October 9, 2022.
- Preparing adjustments to the classified pay plan for FY '23.

## **Communications & Outreach**

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- The Colors of Pinellas Art Show is open to employees, retirees, volunteers and interns — plus family members. The registration deadline is September 30, 2022. Artists may enter a photograph, painting, sculpture, drawing, craft, jewelry, woodcarving, and mixed media. The show will be virtual again this year. The artwork does not need to be framed since it will be displayed in digital format.

## **Planning & Performance**

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- The Oracle Performance Evaluation module development is in full swing. All Appointing Authority representatives have reviewed, tested and provided feedback. We continue to meet with Appointing Authorities to develop criteria for performance review templates for all positions. Participants' templates will be loaded for roll-out in October.

## **Organizational & Talent Development (OTD)**

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- Two Learning & Development Consultants hired in Organizational & Talent Development to begin August 15 and 16.
- All Human Resources staff completed the annual security awareness program, USecureIT.
- New cohort of 27 participants began the Certified Public Manager program, a nationally recognized leadership program for developing public managers and supervisors. The goals of the program are to professionalize public management and improve organizational efficiency and effectiveness. Tuition costs are borne by the County.
- Conducted a personal preparedness webinar in collaboration with Emergency Management to review services available to employees during an emergency activation including the Employee Emergency Information Line, Host Home Program, Childcare with R'Club and discounted hotel accommodations.
- 61 new employees attended our New Hire Orientation for the month of July. A total of 99% were well engaged with what was going on during the event.
- The tuition reimbursement spend for the end of the third fiscal quarter was \$53,990, up 26.7% over last year's fiscal third quarter.
- Filled 985 seats in virtual and in-person learning opportunities for the fiscal quarter ended June 2022.
- Our first employee completed all three Learning Paths (Core, Emerging and Evolving Leader) after a three-year journey. These paths offer learning activities and resources for employees to build their knowledge, skills, and competencies. The employee was featured in this month's *Pen*.

## **Workforce Strategy/HRMS**

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- The team hired 298 new employees to date in 2022 and have conducted 394 pre-onboarding appointments to date.
- The time-to-fill a position for June was 57 days. We have established a time-to-fill goal of 70 days for 2022 and continue to partner with managers to close the gap.
- Annualized turnover through June was 20.2%, down from the high in January of 21.7%.
- During the month of June, there were 45 resignations and 5 retirements. For the calendar year 2022 through June, there have been 203 resignations (external departures) and 58 retirements. There have been 110 internal movements (laterals/demotions) and an additional 43 terminations (Probation/Discretionary/Discipline).



## Human Resources Director Action Taken Under Authority Delegated by the Unified Personnel Board

The Human Resources Director, having been granted delegated authority to act on behalf of the Unified Personnel Board, has taken the following actions from **June 19, 2022, through July 16, 2022.**

### ADDITIONS

Spec No.	Title	EEO4 Code	OT Code	PG
17082	Safety Specialist, Lead	Professionals	Classified Excluded	C26
14681	BTS Team Leader	Technicians	Exempt	E27

### REVISIONS

Spec No.	Title	PG
20180	Departmental Training Specialist	C20
01471	Training Coordinator	C23
17008	Water Conservation Coordinator	C27

### REVISION & REALLOCATION

Spec No.	Title	PG
20074	Veterinarian 1	E25

### REINSTATED

Spec No.	Title	PG
14726	Parking Enforcement Technician	C15

### RETURN TO CLASSIFIED SERVICE

Reason	Old Position	Old Title	Old PG	New Position	New Title	New PG
Voluntary Demotion	TCO/E294	Tax Collector Assistant Branch Manager	TCE-23	TCO/C183	Tax Collector Supervisor	C24
Voluntary Demotion	TCO/E138	Tax Collector Assistant Branch Manager	TCE-23	TCO/C158	Tax Collector Supervisor	C24