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## UNIFIED PERSONNEL BOARD AGENDA

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Date: September 1, 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 August 4, 2022  
*Approved*
- IV. Old Business
  1. Rule 3 - General Increase Continued from August 4, 2022  
*Approved as Amended*  
Add text in Section C.1.e.iii. indicated in underline italics below:  
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.
  2. Agenda for Workshop with Appointing Authorities  
*Approved*
- V. New Business
  1. Request Approval of the FY2023 Pay Plan Adjustments  
*Approved*
- VI. Informational Items
  1. Kimberly's HR Update
  2. Action Taken Under Authority Delegated by the Personnel Board

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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  
August 4, 2022 Meeting Minutes

The Unified Personnel Board (UPB) met in regular session at 6:35 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  
Kenneth Peluso  
Ralph Reid  
William A. Schulz II

Not Present

Jeffery Kronschnabl  
Peggy O'Shea

Others Present

Kimberly Crum, Director of Human Resources (HR)  
Jennifer Monroe Moore, Ogletree, Deakins, et. al., P.C., Board Counsel  
Lisa Arispe, Employees' Advisory Council 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 6:35 PM; whereupon, she led the Pledge of Allegiance.

**CITIZENS TO BE HEARD**

None.

## **EMPLOYEES' ADVISORY COUNCIL (EAC) REPRESENTATIVE**

EAC Chair Lisa Arispe appeared and acknowledged the passing of former Board member Paul Rogers. She requested that the Board allow her to comment later in the meeting regarding Personnel Rule 3, and the members concurred.

Chair Vecchioli extended thoughts and prayers to Mr. Roger's family and expressed thanks for his service to the Board.

## **CONSENT AGENDA**

Mr. Peluso moved that the minutes of the July 7, 2022 regular meeting be approved; whereupon, the motion was seconded by Mr. Reid and carried unanimously.

## **NEW BUSINESS**

### Request Approval of Revisions to Rule 3

Ms. Crum explained that the revisions to Rule 3 were developed through collaboration between HR staff, the EAC, and the Appointing Authorities. She discussed the following:

- When a general increase might be withheld due to discipline
- The Appointing Authorities have discretion to include the general increase in hiring salaries
- The addition of language to include a lump sum increase

Responding to concerns by Ms. Arispe, Ms. Crum and Attorney Sanzeri provided further clarification; whereupon, Ms. Arispe related that the EAC believes that verbal or written discipline should not be included in Rule 3, as it would change the grievance process.

In response to queries by the members, Ms. Crum reviewed the general increase proposal. During discussion, Attorney Sanzeri clarified that the Rule 3 revision draft can be changed by the Board; and that the intent of the language is to provide the Appointing Authorities discretion in granting the general increase to their employees.

Following input from Attorney Moore, Chair Vecchioli indicated that she is not ready to vote on the proposal; and that it needs to be further revised. She suggested that Attorneys Moore and Sanzeri collaborate on revising the verbiage with input from the Board.

Mr. Peluso made a motion to table the request, and Mr. Schulz seconded. Ms. Crum requested that the attorneys receive direction on the Board's exact recommendations.

During discussion, Chair Vecchioli noted several phrases and specific language that need to be clarified to address her concerns, and Messrs. Reid and Schulz concurred. Mr. Reid suggested that guidance be provided regarding what type of discipline is able to be brought to the Board; whereupon, Mr. Peluso amended his motion to table the item until the Board's September meeting, and Mr. Schulz amended his second. Upon call for the vote, the motion carried unanimously.

#### Agenda for Workshop with Appointing Authorities

Chair Vecchioli indicated that the Board would like to discuss the exit interview process and standardization, and any personnel rules and procedures impacted by the withholding of a general increase. Staff related that the workshop is scheduled for September 12.

### **INFORMATIONAL ITEMS**

#### HR Update

Referring to a document included in the agenda packet, Ms. Crum discussed the following topics:

- The general increase and budget proposal
- Employee retention supplement
- The County turnover rate

In response to query by Mr. Reid, Ms. Crum explained that the turnover rate is holding steady; and that the department is working with hiring managers to promote stabilization in entry level positions.

#### Action Taken Under Authority Delegated by the Personnel Board

Referencing a report included in the agenda packet, Ms. Crum highlighted two voluntary demotions.

### **TERMINATION APPEAL**

Attorney Moore noted that with five members present, there is a proper quorum for the appeal; and that this is Mr. Reid's second meeting as a member of the Board. She related that as part of Mr. Reid's former employment with Pinellas County Human Resources, Mr. Reid had occasion to address an item involving the appellant, Mr. Adkison; whereupon, she invited Mr. Reid to address certain concerns relating to the appeal hearing to ensure the Board can maintain its quorum.

Mr. Reid indicated that he has no preconceived ideas or thoughts relating to the appeal; and that he is prepared to make his decision based only on the evidence presented during the hearing. He noted that the previous matter was unrelated to tonight's proceedings.

Responding to query by Attorney Moore, the representative parties of both the Appellant and Appellee indicated that they had no objection to the aforementioned matter.

*The UPB was recessed at 7:28 PM and reconvened at 7:47 PM.*

The appeal of termination filed by Brian Adkison, formerly of Pinellas County Department of Safety and Emergency Services, was presented by Employee Advocate Kate Lilley, representing the Appellant, and by Assistant County Attorney Ashley Donnell, representing the Appointing Authority.

Those planning to testify were sworn in by the Deputy Clerk; whereupon, Chair Vecchioli invited the parties to address pre-hearing motions. Attorney Donnell requested that the following evidence and testimony be excepted from the Appellant's testimony:

- Drs. Melissa Bailey's and Christopher Lee's transcripts (as part of Exhibit No. 14)
- Testimony regarding events leading to the Appellant's discipline in November 2021
- Testimony about the Appellant's accommodated work schedule

Attorney Donnell indicated that the transcripts were collected by improper means; that the discipline in November 2021 was just a preceding event to the termination of the Appellant; and that the accommodated work schedule is irrelevant. In response, Advocate Lilley explained that the transcripts were obtained through lawful means; that the discipline issue is highly relevant, as it is the origin of the issue; and that the Board should be able to see all communications regarding requests for accommodations.

In response to queries by the members, Attorney Moore related that the proceedings do not violate the Health Insurance Portability and Accountability Act (HIPAA); whereupon, she provided background on the hearing process and structure.

Following discussion, Mr. Peluso made a motion to accept Dr. Bailey's statement. The motion was seconded by Mr. Reid and carried unanimously.

Advocate Lilley indicated that Dr. Lee's transcript is a recollection captured from the Appellant; whereupon, Mr. Reid moved to disallow Dr. Lee's transcript as evidence. The motion was seconded by Mr. Peluso and carried unanimously.

*During testimony, the meeting was recessed at 9:29 PM, and reconvened at 9:38 PM;  
and recessed again at 12:34 AM, and reconvened at 12:41 AM.*

Following certain testimony, cross examination, and the questioning of 4 of the scheduled 15 witnesses by the Board, Mr. Peluso made a motion to continue the hearing to a date no later than September 1. The motion was seconded by Mr. Davis and carried 4 to 1, with Mr. Schulz dissenting.

Discussion and testimony continued briefly; whereupon, Chair Vecchioli recessed the appeal hearing and adjourned the meeting at 1:46 AM.

**ADJOURNMENT – 1:46 AM**

**UNIFIED PERSONNEL SYSTEM**

Annex Building  
 400 S. Fort Harrison Ave., 4th Floor  
 Clearwater, Florida 33756  
 Phone: (727) 464-3367  
 FAX: (727) 464-3949  
 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: August 26, 2022

SUBJECT: Rule 3 - General Increase Continued from August 4, 2022

### Background

At the August 4 Personnel Board Meeting, the Board took action in the form of a request that Jennifer Monrose-Moore, Attorney for the Board and Carole Sanzeri, Assistant County Attorney representing Human Resources, address ambiguity by clarifying several items of concern identified during the Board's discussion. I appreciated the opportunity for review and collaboration during this process. This updated draft is a result of their efforts.

The draft was circulated to all Appointing Authorities and the Employees' Advisory Council Chairperson on August 19, inviting their feedback either to me or during the September 1 Unified Personnel Board Meeting. The draft is included for your review, discussion and decision.

### Updates

The proposed changes are outlined below:

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

#### e. General Increase

A general increase is an increase applied to all, or to a general category of, eligible regular status or probationary classified 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~~ where the increase is included within the Appointing Authority's budget for that fiscal year.

~~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.~~

#### 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 employees 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 **general pay** amount of a percentage increase will be calculated on the midpoint of the pay grade established for the employee's **job classification** associated pay grade.

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

If a percentage based general **pay** increase **would** bring an employee's pay rate above the maximum rate established for the employee's **classification** associated pay grade, the Appointing Authority shall bring the employee to the maximum of the pay rate of the employee's **job classification** associated pay grade and grant the remaining portion of the **pay** percentage based general increase **as 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** associated pay grade, the **merit pay** any percentage based general 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
- July 29, 2022 Rule 3 General Increase Memo



### **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 classified 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 where the increase is included within the Appointing Authority's budget for that fiscal year.

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.

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

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

If a percentage based general pay increase would bring an employee's pay rate above the maximum rate established for the employee's classification associated pay grade, the Appointing Authority shall bring the employee to the maximum of the pay rate of the employee's job classification associated pay grade and grant the remaining portion of the pay percentage based general increase as 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 associated pay grade, the merit pay any percentage based general 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 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 employees 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 percentage increase will be calculated on the midpoint of the pay grade established for the employee's associated pay grade.

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.

- 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 SYSTEM**

Annex Building  
400 S. Fort Harrison Ave., 4th Floor  
Clearwater, Florida 33756  
Phone: (727) 464-3367  
FAX: (727) 464-3949  
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.





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## Unified Personnel Board/Appointing Authorities Workshop Agenda

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Date: September 12, 2022

Time: 2:00 – 5:00 p.m.

Location: 315 Court Street, 4th Floor Clerk's Conference Room  
Clearwater, Florida

- I. Introductions
- II. Personnel Rule 3. Update
- III. Grievance & Appeal Procedures
- IV. Exit Interview Procedures
- V. Performance Management Program
- VI. Open Discussion

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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 SYSTEM**

Annex Building  
 400 S. Fort Harrison Ave., 4th Floor  
 Clearwater, Florida 33756  
 Phone: (727) 464-3367  
 FAX: (727) 464-3949  
[www.pinellascounty.org/hr](http://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:** September 1, 2022

**Subject:** FY2023 Pay Plan Adjustments

**Recommendation:**

I recommend a three percent (3%) increase to the minimum and maximum pay rates of the following pay plans effective October 9, 2022:

- Classified Pay Plan
- Firefighter Personnel Pay Plan

**Background:**

The last adjustments to the pay rates occurred in 2021 when the minimum and maximum pay rates for the above pay plans were increased by two percent (2%).

One of the strategic goals of Pinellas County is to “Create a Quality Workforce in a Positive, Supportive Organization.” In addition, it is the mission of Human Resources to “Cultivate a diverse, talented, and engaged workforce prepared to effectively serve the citizens of Pinellas County.” To fulfill these objectives, it is important to provide a competitive pay plan that is based upon market values commensurate with the skill sets needed for success.

Many employers in the Tampa Bay area are experiencing higher than average turnover rates, labor shortages, and struggles with affordable housing for workers. In response to these labor market pressures employers are providing more generous pay increases for fiscal year 2023. This proposal to increase our pay structures is needed in order for the Unified Personnel System to be positioned competitively in this tight labor market.

If general increases are approved for FY23, the effective date would be October 9, 2022, and a portion of the increase will be calculated on the midpoint of the employee’s associated pay grade in accordance with the Personnel Rules. Implementing the pay plan adjustments in conjunction with the general increase will result in the following enhancements:

- Increasing the pay range minimums will benefit those departments that recruit and hire new employees at the minimum rate.

FY2023 Pay Plan Adjustments  
September 1, 2022  
Page Two

- Increasing the pay range maximums will benefit those long-tenured employees that are at the max of their range by allowing them more opportunity for a base-building increase.
- A 3% range adjustment will result in a larger general increase than what employees would receive if there were no adjustment to the pay grades.

I appreciate your consideration of this request.

Attachment:

- Proposed Classified and Firefighter Pay Plans

## FY '23 Draft Classified and Firefighter Pay Plans

### FY '23 Draft Classified Pay Plan - Hourly and Annually

Grade	Hourly Minimum	Hourly Midpoint	Hourly Maximum	Annual Minimum	Annual Midpoint	Annual Maximum
C10	\$12.84	\$16.69	\$20.55	\$26,707.20	\$34,715.20	\$42,744.00
C11	\$13.42	\$17.44	\$21.47	\$27,913.60	\$36,275.20	\$44,657.60
C12	\$14.01	\$18.22	\$22.42	\$29,140.80	\$37,897.60	\$46,633.60
C13	\$14.64	\$19.04	\$23.43	\$30,451.20	\$39,603.20	\$48,734.40
C14	\$15.31	\$19.91	\$24.50	\$31,844.80	\$41,412.80	\$50,960.00
C15	\$16.00	\$20.80	\$25.60	\$33,280.00	\$43,264.00	\$53,248.00
C16	\$16.71	\$21.73	\$26.74	\$34,756.80	\$45,198.40	\$55,619.20
C17	\$17.47	\$22.72	\$27.96	\$36,337.60	\$47,257.60	\$58,156.80
C18	\$18.26	\$23.74	\$29.21	\$37,980.80	\$49,379.20	\$60,756.80
C19	\$19.08	\$24.81	\$30.53	\$39,686.40	\$51,604.80	\$63,502.40
C20	\$19.96	\$25.94	\$31.93	\$41,516.80	\$53,955.20	\$66,414.40
C21	\$20.84	\$27.10	\$33.35	\$43,347.20	\$56,368.00	\$69,368.00
C22	\$21.78	\$28.31	\$34.85	\$45,302.40	\$58,884.80	\$72,488.00
C23	\$22.76	\$29.59	\$36.42	\$47,340.80	\$61,547.20	\$75,753.60
C24	\$23.79	\$30.93	\$38.06	\$49,483.20	\$64,334.40	\$79,164.80
C25	\$24.86	\$32.32	\$39.78	\$51,708.80	\$67,225.60	\$82,742.40
C26	\$25.98	\$33.78	\$41.57	\$54,038.40	\$70,262.40	\$86,465.60
C27	\$27.15	\$35.29	\$43.44	\$56,472.00	\$73,403.20	\$90,355.20
C28	\$28.37	\$36.88	\$45.40	\$59,009.60	\$76,710.40	\$94,432.00
C29	\$29.65	\$38.54	\$47.44	\$61,672.00	\$80,163.20	\$98,675.20
C30	\$30.99	\$40.29	\$49.58	\$64,459.20	\$83,803.20	\$103,126.40
C31	\$32.38	\$42.09	\$51.81	\$67,350.40	\$87,547.20	\$107,764.80
C32	\$33.84	\$43.99	\$54.15	\$70,387.20	\$91,499.20	\$112,632.00
C55	\$11.00	\$34.78	\$58.56	\$22,880.00	\$72,342.40	\$121,804.80

### FY '23 Draft Firefighter Pay Plan - 48 Hour Work Week – Hourly

Grade	Minimum	Midpoint	Maximum
F21	\$17.36	\$22.57	\$27.78
F25	\$20.71	\$26.92	\$33.14

### FY '23 Draft Firefighter Pay Plan - 48 Hour Work Week – Annual

Grade	Minimum	Midpoint	Maximum
F21	\$43,330.56	\$56,334.72	\$69,338.88
F25	\$51,692.16	\$67,192.32	\$82,717.44



## Human Resources

*Helping U Succeed*

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

#### Internal Recruitments

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- Welcomed two Learning & Development Consultants, Jessica Fresia and Katie Sawyer, to assist with customized learning and the backlog of leadership learning for newly promoted, hired or existing supervisors and managers.
- Our new Benefits Technician, Ashley Paulino, from the Contractor Licensing Department starts on August 29.
- Final stages of the selection process for the Employee Communications Specialist.
- Began recruitment for an HR Analyst for our Classification and Compensation team.

#### Internal Updates

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- Held two virtual staff meetings to demonstrate our new internal HR SharePoint site which provides updates, recognizes accomplishments, hosts important documents, and serves as a hub for our Strategic Plan and Employee Voice Survey goals.
- We recently created two policies for our team – Alternative Flexible Schedule and Parking – which are posted on the HR SharePoint Site. The Alternative Flexible Schedule Policy and Request Form, developed by an Employee Voice Survey subgroup, provide guidelines for requesting an alternative work schedule or remote work. The intent is to create mutually beneficial outcomes for enhanced retention and value added to Pinellas County Government.

#### Customer Satisfaction Survey Scorecard (July 15 – August 15)

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*Based on today's experience, how satisfied are you with HR?*

July/August: 92%

Goal: 92.5%

YTD 2022: 90.83%

*After interaction with HR personnel:*

*The representative was professional & courteous*

July/August: 100%

Goal: 100%

YTD 2022: 100%

*The representative was helpful:*

July/August 100%

Goal: 100%

YTD 2022: 100%

*Received the requested information in a timely manner:*

July/August 100%

Goal: 95%

YTD 2022: 100%

## **Benefits & Wellness**

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- Annual Enrollment will be November 1 to 15, 2022. We are already working on scheduling both in-person and virtual meetings.
- The new deadline for completion of biometric screenings and health assessment is December 20, 2022, to allow for processing prior to year-end. We will send postcard reminders to all eligible employees in early September.

## **Classification and Compensation**

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- Prepared the FY '23 Classified Pay Plan for the Personnel Board's consideration during tonight's meeting.
- Completed implementation for phase two of the BCC position audits which covers 132 BCC positions.
- Developed a general increase calculator to help employees determine the amount of their pay increase.

## **Planning & Performance**

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- All Appointing Authorities, excluding the Tax Collector's Office who is not utilizing Oracle, have had their initial performance evaluation criteria development meeting. Received some department templates that will be loaded and tested. As the departments submit criteria, we will continue to meet and build templates.

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

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- Learning courses: Participant reaction to learning opportunities averaged 3.81 out of possible 4 and participant learning knowledge increased 18% pre to post test for the fiscal quarter ended June 2022.
- ULearnIT: Hours for the month of July were 365, up 68 hours from the previous month.
- Education assistance (tuition reimbursement): Enrollments continue to roll in with 37 employees signed up for the fall semester.
- Certified Public Manager (CPM) Program: 18 participants graduated from the CPM Program on August 18.

## **Workforce Strategy/HRMS**

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- The team hired 350 new employees to date in 2022 and have conducted 453 pre-onboarding appointments to date.
- The time-to-fill a position for July was 60.1 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 July was 20.4%, down from the high in January of 21.7%.
- During the month of July, there were 44 resignations and 13 retirements. For the calendar year 2022 through July, there have been 240 resignations (external departures) and 71 retirements. There have been 51 terminations year-to-date (Probation/Discretionary/Discipline).
- The Workforce Strategy team is hosting several departments at the Trades Career Fair on August 30 from 3 to 6 p.m. at Extension.



## 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 **July 17, 2022 through, August 13, 2022**.

### DELETED

Spec No.	Title	PG
15890	Claims Case Manager, RN	C31

### TITLE CHANGE

Spec No.	Old Title	New Title	PG
20282	Employee Relations & Workforce Director	Workforce Relations Director	E40