



UNIFIED PERSONNEL BOARD AGENDA

Date: December 7, 2023

Time: 6:30 p.m.

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

Citizens to be Heard*

Employees' Advisory Council (EAC) Representative

I. Consent Agenda

1. Request Approval of the Minutes of the Regular Personnel Board Meeting held November 2, 2023

II. New Business

1. Revisions to Personnel Rule 3, Compensation
2. Reappointment of the Personnel Board Member Appointee for 2024-2025 (Currently Dr. Ricardo Davis)

III. Informational Items

1. HR Update
2. Reappointments of the Following Personnel Board Members for 2024-2025:
 - i. Joan Vecchioli by the Constitutional Officials
 - ii. Ralph O. Reid IV by the Employees' Advisory Council
 - iii. Board of County Commissioners Appointee to be determined January 2024 (Currently Kenneth Peluso)
3. Action Taken Under Authority Delegated by the Personnel Board
4. Unified Personnel Board Schedule for 2024

IV. Appellant's Motion for Reconsideration of Termination Appeal

1. Dustin Guinta v. Pinellas County Department of Administrative Services

* 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@pinellas.gov at least three (3) business days in advance of the need for reasonable accommodation. You may also call (727) 464-4882. View more information about the [Americans with Disabilities Act and requests for reasonable accommodation](#).

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
November 2, 2023 Meeting Minutes

The Unified Personnel Board (UPB) met in regular session at 6:31 PM on this date in the County Commission Assembly Room at the Pinellas County Courthouse, 315 Court Street, Clearwater, Florida.

Present

Ricardo Davis, Vice-Chair
Jeffery Kronschnabl
Peggy O'Shea
Kenneth Peluso
William Schulz II

Not Present

Joan Vecchioli, Chair
Ralph O. Reid IV

Others Present

Peggy Rowe, Interim Director of Human Resources (HR)
Jennifer Monroe Moore, Ogletree, Deakins, et. al., P.C., Board Counsel
Lisa Arispe, Employees' Advisory Council (EAC) Representative
Krista Johnson, 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

Acting Chair Davis called the meeting to order at 6:31 PM; whereupon, he led the Pledge of Allegiance.

CITIZENS TO BE HEARD

None.

EMPLOYEES' ADVISORY COUNCIL (EAC) REPRESENTATIVE

Ms. Arispe indicated that the joint Appointing Authorities and EAC meeting is scheduled for December 5; and that she will continue to represent the EAC.

CONSENT AGENDA

Minutes of the Regular Personnel Board Meeting held September 7, 2023, and the Minutes of the joint Unified Personnel Board/Appointing Authorities Meeting held September 20, 2023

A motion was made by Mr. Peluso to approve the minutes of the meetings held on September 7 and 20. The motion was seconded by Ms. O'Shea and carried unanimously.

NEW BUSINESS

Anti-Harassment Policy

This item was not addressed.

Revisions to Personnel Rule 3, Compensation

This item was not addressed.

INFORMATIONAL ITEMS

HR Budget

Ms. Rowe indicated that the HR budget was approved by the Board of County Commissioners; and that she will provide updates as the year goes on, as requested by the Board at a previous meeting.

HR Update

Ms. Rowe referred to the *HR Update* document included in the agenda packet and highlighted the following items:

- Annual Enrollment for benefits
- Employee Voice Survey results
- Executive Assistant 3 job description
- New internal hires
- HR Director recruitment updates

Ms. Rowe related that iPads are being purchased in order to provide paperless information distribution for the Board members; and that it is anticipated that the iPads will be available at the next meeting.

Action Taken Under Authority Delegated by the Personnel Board

Ms. Rowe referred to the document titled *Action Taken Under Authority Delegated by the Unified Personnel Board*, which is included in the agenda packet, and indicated that it lists the HR Director's actions authorized by the Board.

Unified Personnel Board Schedule for 2024

Ms. Rowe indicated that a schedule of UPB meetings for 2024 has been included in the agenda packet, highlighting two dates that do not fall on the first Thursday of the month due to holidays.

Responding to queries by the members, she suggested that an upcoming termination appeal hearing could be scheduled for the January UPB meeting, to which the members had no objection.

TERMINATION APPEAL

Attorney Moore provided an overview of the appeal proceedings; whereupon, Mr. Kronschnabl indicated that he would like to disclose that Mr. Guinta is a graduate of his St. Petersburg College program, however, he will make his decision based only on the evidence presented.

Dustin Guinta v. Pinellas County Department of Administrative Services

The appeal of termination filed by Dustin Guinta, formerly of Pinellas County Department of Administrative Services, was presented by Employee Advocate Craig Berman, representing the Appellant, and by Assistant County Attorney Kirby Kreider, representing the Appointing Authority.

Attorney Moore indicated that exceptions submitted by the Appellee would be considered first.

Attorney Kreider referred to Exhibit Nos. 1 and 3 provided by the Appellant and requested that they be excepted from the Appellant's testimony as they are not relevant to the hearing; whereupon, discussion ensued wherein Mr. Berman provided comments in rebuttal to Attorney Kreider regarding the relevance of the exhibits.

Following discussion, Mr. Peluso made a motion to exclude Exhibit No. 1. The motion was seconded by Mr. Schulz and carried unanimously.

Attorney Moore reminded the Board that Mr. Berman indicated that Exhibit No. 3 is included for impeachment purposes only. Mr. Peluso made a motion to include Exhibit No. 3 for impeachment purposes only. The motion was seconded by Mr. Schultz and carried unanimously.

Attorney Kreider explained that the County objects to the inclusion of some witnesses due to their lack of personal knowledge regarding the Office of Human Rights' (OHR) finding of a violation of the Anti-Harassment Policy and suggested excluding witnesses six through ten and limiting the scope of the testimony provided by witnesses two through five; whereupon, Mr. Berman withdrew witnesses six through ten and related that witnesses two through five are relevant to OHR's investigation and finding.

Following discussion, Attorney Moore indicated that the Board may choose to hear the testimony of witnesses two through five and allow the parties to reassert their objections at that time, at which point the Board could make a ruling on whether to allow continued testimony of that scope. Mr. Peluso made a motion to that effect, which was seconded by Ms. O' Shea and carried unanimously.

Those planning to testify were sworn in by the Deputy Clerk; whereupon, Attorney Kreider and Mr. Berman presented opening statements.

During testimony, the meeting was recessed and reconvened as follows:

7:11 PM – 7:13 PM

7:32 PM – 7:36 PM

7:59 PM – 8:06 PM

Following opening statements, testimony, cross-examinations, questioning of the parties and witnesses by the Board, and closing arguments, Attorney Moore provided an overview of the appeal and reviewed the three issues to be resolved.

1. Does the Board find that the Appellant committed the activities for which he was terminated?

Ms. O'Shea made a motion that the Board find that the Appellant committed the activities for which he was terminated. The motion was seconded by Mr. Peluso and carried unanimously.

2. Does the Board find that cause existed for the disciplinary action in that the above activities violated the Personnel Rules cited by the Appointing Authority?

Mr. Peluso made a motion that the Board find that cause did exist. The motion was seconded by Ms. O'Shea and carried unanimously.

3. Does the Board find that the disciplinary action, in this case termination, taken by the Appointing Authority toward the Appellant was appropriate?

Following a brief discussion, Mr. Peluso made a motion that the Board find that the disciplinary action taken by the Appointing Authority was appropriate. The motion was seconded by Mr. Kronschnabl and carried unanimously.

Attorney Moore stated that the disciplinary action of the Appointing Authority is upheld.

ADJOURNMENT

There being no further business, acting Chair Davis adjourned the meeting at 9:45 PM.

UNIFIED PERSONNEL SYSTEM

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 400 S. Fort Harrison Ave.
 Clearwater, Florida 33756
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 www.pinellas.gov/hr



Peggy Rowe
 Interim Director

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

FROM: Peggy Rowe, Interim Director of Human Resources *MRN*

DATE: December 7, 2023

SUBJECT: Revisions to Personnel Rule 3, Compensation

Recommendation:

I recommend the changes to Personnel Rule 3: Compensation as described below and found in the attached redline version.

Background:

The County is in need of creative ways to award employees with salary adjustments when they have gained additional skills and certifications that are advantageous to their department. As you are aware, recruiting and maintaining appropriate staffing levels continues to be a challenge for most employers.

To allow career and financial advancement for employees we are recommending modifications to the compensation rule that will provide guidance and flexibility to the Appointing Authorities as needed. Below are the recommended changes to the rule.

1. Section C. Base Pay Adjustments, 1. Base Pay Increases (add the following red text):

d. Reclassification or Reallocation Increase

- At the discretion of the Appointing Authority, in consultation with the HR Director, employees moved up multiple pay grades may receive an additional 4% of the midpoint for each grade, not to exceed an overall increase greater than 10%.

e. In-Grade Adjustment

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

- Base pay increase of 4% to 10%

f. Career Path Increase

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

- Base pay increase of 2% of the employee's current salary

g. Market Adjustment

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

- Base pay increase of 4% to 10%

2. Section D. Supplemental and Incentive Pay, 6.f. Declared Emergencies and Other Emergency or Disaster Situations (remove the following yellow highlighted text and add the red text):

- 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~~ regardless of the number of hours worked in the workweek.

The Appointing Authorities and the Employees' Advisory Council (EAC) have reviewed and concur with the changes.

Attachment:

- Personnel Rule 3 Redline Version



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.
- At the discretion of the Appointing Authority, in consultation with the HR Director, employees moved up multiple pay grades may receive an additional 4% of the midpoint for each grade, not to exceed an overall increase greater than 10%.
- No reclassification pay increase may be granted above the maximum rate established for the classification.

e. In-Grade Adjustment

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

- Base pay increase of 4% to 10%

f. Career Path Increase

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

- Base pay increase of 2% of the employee's current salary

g. Market Adjustment

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

- Base pay increase of 4% to 10%

h. General Increase

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

i. Eligibility

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

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

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

ii. Effect of Deferral or Denial Due to Active Discipline

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

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

iii. Determining Amount & Form of General Increase

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

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

The amount of a 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.

i. Equity Adjustment

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

j. 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.

k. Temporary Pay Increase

- i. When an Appointing Authority temporarily assigns a classified employee to a higher classification and such assignment is expected to last more than 30 consecutive calendar days, a substitute or temporary appointment shall be made. The employee shall receive a temporary pay increase not to exceed the maximum of the pay rate of the job classification to which the employee is temporarily promoted. The pay increase shall be done in accordance with the provisions of Promotional Increase C.1.c. above.

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

Such temporary appointment may not exceed six months in duration without the approval of the Appointing Authority and the 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~~ regardless of the number of hours worked in the workweek.
- 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.
Clearwater, Florida 33756
Phone: (727) 464-3367
Fax: (727) 453-3638
www.pinellas.gov/hr

II.2.



Peggy Rowe
Interim Director

TO: The Honorable Members of the Personnel Board

FROM: Peggy Rowe, Interim Director of Human Resources *MRN*

DATE: November 7, 2023

SUBJECT: Personnel Board Appointment

Ric Davis was reappointed by the Personnel Board to serve as a Board member in 2022 for a two-year term. Mr. Davis's term will expire after the December 7, 2023, meeting. I am bringing this to your attention so that you can take action as you deem appropriate.

I have conversed with Ric and he is interested in continuing to serve if that is your pleasure.



HR Update for December (November 2023 Updates)

Scorecard (October – 21 responses)

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

October: 90.47%

Goal: 92.5%

YTD 2023: 96.01%

After interaction with HR personnel:

The representative was professional & courteous

October: 100%

Goal: 100%

YTD 2023: 100%

The representative was helpful:

October: 100%

Goal: 100%

YTD 2023: 100%

Receive the requested information in a timely manner:

October: 100%

Goal: 95%

YTD 2023: 100%

Benefits & Wellness

- The biometric screening and health assessment deadline was November 30. Our team sent reminder emails, collaborated with managers to remind their teams, and completed robocalls to those who had not completed the necessary steps.
- Annual Enrollment was held from November 1 to 15. The team hosted 21 information sessions that garnered 367 attendees. The team is working on finalizing all the data to communicate to the carriers.
- The Wellness team offered many activities including webinars such as Diabetes Prevention, Greening Your Holiday, Living with Pain, and Healthy Holiday Sides, as well as promoting VIP Mammogram Days with Baycare for County employees and kicking off the annual Maintain Campaign.

Communication & Outreach

- Employee Voice survey results were distributed to the Appointing Authorities and the UPS Executive Summary was posted for all employees to review.
- *The Pen* has moved to SharePoint. A survey soliciting feedback on the new format will be distributed in January 2024.
- The pilot for Give Pulse (our new volunteer program management software) is ongoing. Full roll out of the system to the County is planned for April 1, 2024. We are providing extensive

training to site managers and support for training of current volunteers to help build comfort and familiarity with the system.

- Currently working with HR Officers on content for the 2023 HR Annual Report.

Internal Happenings

- Sarah Markofski is retiring effective December 30, 2023.

Organizational & Talent Development (OTD)

- We are excited to announce a new initiative coming for 2024, our Cameras On Campaign, which will bring renewed energy to all our virtual class offerings by asking participants to engage with their cameras on. This initiative is rooted in community, not compliance.
- Enhanced our Learning Paths for 2024 to better align with the Korn Ferry Competency Framework, offer more eLearning opportunities, and remove duplication of offerings with a new look and feel.
- Adjustments in learning plans for 2024 complete to increase participants in Boot Camp: Leadership Essentials from 80 to 180.
- Pinellas County purchased LMS365, a cloud-based Learning Management System built directly into Microsoft 365 and Teams, making it possible to create and manage engaging and targeted courses and training plans within our current Microsoft 365 toolset. We are working with BTS to roll out the system in early 2024.

Planning and Performance

- Completed three Personnel Rule Updates sessions and working on recording a session to post online for those who were unable to attend.

Workforce Strategy – Recruitment / HRMS / Classification & Compensation

- The time to fill in October was 60.3 days
- 42 new hires in October
- 39 promotions made in October
- October's annualized turnover was 16.02% with 36 separations



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

The Human Resources Interim Director, having been granted delegated authority to act on behalf of the Unified Personnel Board, has taken the following actions from **October 21 through December 2, 2023**.

ADDITION

Spec No.	Title	EEO4 Code	OT Code	PG
18828	CCC Technology Operations Coordinator	Professionals	Exempt	150
18836	CCC Application Developer Sr	Technician	Exempt	150

REVISION & REALLOCATION

Spec No.	Old Title	New Title	Old PG	New PG
13244	Facility Manager Detention Complex	Facility Manager Detention/ Criminal Justice Complex	E26	E27

REVISIONS

Spec No.	Title	PG
10978	Emergency Management Operations Manager	E26
10890	Emergency Management Specialist	C21

DELETED

Spec No.	Title	PG
12966	Tire Technician	C17



Unified Personnel Board Meetings 2024

January 10

February 1

March 7

April 4

May 2

June 6

July 11

August 1

September 5

October 3

November 7

December 5

UPB/AA Workshop March 14, 2024
2:00-5:00

Clerk's Conference Room, 4th Floor

UPB/AA Workshop August 22, 2024
2:00-5:00

Clerk's Conference Room, 4th Floor

November 24th, 2023

Director of Human Resources
Pinellas County Florida
Fourth Floor
400 S. Ft. Harrison Avenue
Clearwater, FL 33756
Subject: Motion for Reconsideration

To Whom it May Concern:

By the filing of this letter, I hereby move the Pinellas County Unified Personnel Board to reconsider the decision it reached on November 2nd, 2023, regarding my disciplinary action.

Considering the factual errors, false statements, and bias against Mr. Guinta, it cannot be asserted that his termination was an appropriate disciplinary action without any doubt.

My request is based on the following grounds:

1. Mistake of fact existed:
 - (a) Counseling Form:

The Counseling Form submitted as Appellant No. 1 indicates that Paige was comfortable about mischaracterizing Mr. Guinta as his immediate supervisor. This Exhibit shows that Ms. Walton originally created the Counseling Form and forwarded to Mr. Guinta for signature. Upon receipt, Mr. Guinta requested that Ms. Walton remove the false statement she originally included in the form. This false statement is “Dustin’s primary time usage is on special projects, not daily tasks and responsibilities”. Ms. Walton originally included this false statement to make it appear as if Mr. Guinta was not properly performing his work responsibilities and further depicts him as an insubordinate employee. Ms. Walton had absolutely no reason to include this statement under the section of the Counseling Form titled “Reasons improvements are needed. Ms. Walton’s agreement to remove the statement proves that she wrongly included the statement to begin with. This action proves that Ms. Walton was comfortable about lying and mischaracterizing Mr. Guinta.

With respect to the finalized version of the Counseling Form which appears as Appellee Exhibit No. 2, Mr. Guinta never received this version. It is for this reason that Mr. Guinta delayed the action of registering for the emotional intelligence courses. This error by Ms. Walton’s suggests a lack of due care or intentional abuse. If Ms. Walton knew that she originally included a false statement on the Counseling Form, it would be in her self-interest not to produce a form with her signature so she could deny any wrongdoing if this action came to light. To counter any potential claims of abuse, Ms. Walton did not send Mr. Guinta a mutually signed version of the form and instead prompted Mr. Guinta to register for courses through direct instruction.

The version of the Counseling Form both signed by Mr. Guinta and Ms. Walton which appears as Appellee Exhibit No. 2 is fabricated. If this version of the form is authentic, Ms. Walton would have sent this version either physically or digitally to Mr. Guinta. Further, Ms. Walton did not send this version of the form with her signature or date of 06/01/2023 to Peter Genova or Maria Roberts during the investigation into Mr. Guinta (Appellant No. 2. Page 000068) During the investigation on 08/02/2023, Ms. Walton sent a version of the Counseling Form to investigators that was only

signed by Mr. Guinta dated 05/31/2023. It is incorrect to believe that Ms. Walton would both fail to produce a mutually signed version of the form to Mr. Guinta and to investigators due to a slight oversight. Ms. Walton did not provide a version of the form with her signature because she never signed the form between the dates of 05/31/2023 and 08/02/2023.

Mr. Guinta did register for two emotional intelligence courses between the dates of July 20th, 2023 and August 1st, 2023. Official registration information within Pinellas County as well as Emails and Microsoft teams chats between Mr. Guinta and Ms. Walton would prove this was the case. Although Mr. Guinta registered for the two courses as required by signing the Counseling Form, Mr. Guinta was unable to physically attend the courses due to the Human Rights/Resources investigation and the fact that he was working from home. Any claim suggesting that Mr. Guinta did not register for the courses or refused to take responsibility for his actions is blatantly incorrect.

(b) Investigation Findings and Pre-disciplinary Hearing Notice:

Both the Human Rights and Human Resources investigative reports into Mr. Guinta's action concluded that there was only a "violation of the anti-harassment policy". These investigations both concluded on or before the date of August 8th, 2023. On August 14th, 2023, Merry Celeste sent Mr. Guinta a "Pre-disciplinary Hearing Notice". This notice states the following infractions:

D23: Finding of a violation of Pinellas County Anti-Harassment Policy after an investigation by the Office of Human Rights or an investigation done at its direction.

D28: The employee's conduct is offensive or antagonistic towards superiors, fellow employees, or the public. The actions include but are not limited to verbal abuse, intimidation, or the use of profane or obscene language.

D29: The employee's conduct interferes with the proper cooperation of coworkers or impairs the efficiency, morale, good order, or discipline of the workplace.

In addition to the finding of D23, a violation of the anti-harassment policy, there appears two additional infractions, D28 and D29. These infractions were never referenced in either the Human Resources or Human Rights investigation reports. The reports do not explicitly state that Mr. Guinta committed these violations. This suggests that the two additional infractions of D28 and D29 were applied after the investigations had concluded. The available evidence suggest that Merry Celeste created the Hearing Notice after she and Joe Lauro received the findings and recommendations of the reports from Peter Genova and Maria Roberts. Merry Celeste found it necessary to include two additional infractions (D28 and D29) for which there was no evidence that Mr. Guinta committed. The reason for this action is unclear but suggests that Merry Celeste was biased or retaliating against Mr. Guinta.

(c) Mr. Guinta's behavior during the Pre-disciplinary Hearing:

During the November 2nd appeal hearing, Mr. Guinta's behavior was depicted as inappropriate, arrogant, and disrespectful. The opening statement made by Ms. Ashley Jackson, states the following, "this board is going to hear that the department had they had no choice but to terminate Mr. Guinta and that is because of Mr. Guinta's behavior at his pre disciplinary hearing. So after HR and HR concluded that there was a violation of the rules, a pre disciplinary hearing was scheduled instead of taking the opportunity to meaningfully participate share his side of the story, accept responsibility, figure out how to move forward. Mr. Guinta's decided that he was going to

walk in read a statement. Tell Mr. Lowe Thomas the last that he was not taking questions. He was not participating and got up and left. At that point in time. The county could not reassign. They had nothing to do but terminate yesterday.”

Mr. Guinta testified that he wrote and read a pre-written statement during the pre-disciplinary hearing because the Pre-disciplinary Hearing Notice that he received from Merry Celeste on August 14th, 2023 did not state that he would be asked questions or that Mr. Guinta should be prepared to answer any and all questions. Mr. Guinta provided a written statement to counter any potential mischaracterizations made about him by Joe Lauro or Merry Celeste when he was not physically present in the room. Merry Celeste had a history of mischaracterizing Mr. Guinta’s behavior in the past. Furthermore, the written statement which is provided for in “Stipulated No. 2 - Statement by Appellant from Pre-disciplinary Hearing” states the following at the end of the document “If there are no outstanding questions directly related to this statement. I would like to leave”. Based on this language which Mr. Guinta read aloud, if any confusion existed about the intention, Joe Lauro or Merry Celeste should have sought to clarify if Mr. Guinta was or was not taking questions. No clarification was sought during the meeting. Mr. Guinta then left the meeting.

Mr. Guinta’s pre-written statement also states the following, “Firstly, I would like to say I’m sorry. I sincerely apologize to Paige for making her feel uncomfortable by the note that I wrote. I did not intend for this happen. I am genuinely hurt by the thought that I contributed in any way to making Paige feel uncomfortable”. The following was also read aloud “I am only concerned about moving forward and continuing to work hard. When considering disciplinary action, please consider these events from my perspective...”, and “I believe an amicable solution can be reached”. This directly contradicts the claim that Mr. Guinta did not meaningfully participate or accept responsibility during the Pre-Disciplinary Hearing.

(d) Response to the letter:

During the appeal hearing, Peter Genova stated that “the note did not overtly request a response, but my interpretation of it had to elicit a response”. In actuality, the letter does not ask for a response. There is no language within the note to suggest an intention or expectation or a response. During Mr. Guinta’s testimony he did not state that he was expecting a response from Ms. Walton. During her testimony, Ms. Walton was asked, “The letter did not seek your response, correct?”. Ms. Walton responded “No”.

(e) Ms. Walton was not consulted on termination decision:

After the pre-disciplinary hearing had concluded, it is significant that Ms. Walton was never consulted over what she believed should be a proper discipline for Mr. Guinta. As the recipient of the letter, it was Ms. Walton’s feelings, thoughts, and opinions which catalyzed an investigation into Mr. Guinta’s actions. During the appeal hearing, Ms. Walton stated the following, “I did not terminate him (Mr. Guinta), Ms. Walton was asked, “You never recommended it?”, and she responded “I did not”. Ms. Walton continued, “I was not included in the.. I don't know what it's called the meeting that was held”. Further, Mr. Craig Berman, stated that “Paige testified she did not make the decision to fire Dustin, would that be consistent with policy?”, Mr. Genova responded “very much so”. Mr. Berman asked, “why would she not be involved in that decision?”. Mr. Genova stated “Because that type of a decision is made at the director level for what issues termination okay”. It is significant that Ms. Walton did not provide any input into the form of punishment that would have been proper. Since the letter was directed to Ms. Walton, she should have had a direct effect on the decision. This indicates that a unilateral decision was made by Joe Lauro and Merry Celeste. In association with the other evidence and facts regarding the circumstances of this case,

Merry Celeste and Joe Lauro harbored an ulterior motive and preference toward termination. Excluding Ms. Walton from the decision-making process was a means for ensuring there was no other possibility than termination.

(f) Prior performance or disciplinary actions:

Mr. Guinta had no prior history of performance issues or policy issues throughout his employment tenure within Pinellas County up until the Human Rights and Human Resources investigations. According to Pinellas County Personnel Rule No. 6 “. The level of discipline should be dependent on the facts and circumstances surrounding the behavior or performance issue” and “Discipline should be progressive in nature. Progressive means that more severe discipline is warranted if an employee continues to exhibit performance and behavior problems, whether similar in nature or not. Given these guidelines, Mr. Guinta’s termination is excessive and does not meet the standard of being “progressive in nature”. Under no rational interpretation can it be asserted that Mr. Guinta deserved to have been terminated for leaving Ms. Walton the letter. It is egregious that termination can be construed as a suitable punishment for an individual that had never received any verbal/written warnings.

2) Deception:

(A) Ms. Walton’s Testimony:

There were several false statements made by Ms. Walton during the appeal hearing on November 2nd. Further, there were several inconsistencies between Ms. Walton’s testimony during the Appeal Hearing and her testimony provided to Peter Genova and Maria Roberts on 08/01/2023. The most egregious false statement provided by Ms. Walton was the exclamation that Mr. Guinta “came into my office and put his fists like this (*slamming motion), and was yelling at me demanding this type of work that he got to work on, and that he would make decisions and essentially act as a manager”. Ms. Walton did not describe this type of behavior to investigators during the investigation.

Ms. Walton testified that during the coaching and counseling session between herself, Merry Celeste, and Mr. Guinta, Ms. Walton told Mr. Guinta that she was not interested in a personal relationship with him. Ms. Walton never stated anything pertaining to a personal relationship with Mr. Guinta. Further, the finalized version of the Counseling Form created by Ms. Walton, “Appellee Exhibit No. 2”, does not include any information that pertains to an disinclination of a personal relationship.

Ms. Walton states that Mr. Guinta expressed his feelings for her around “November 2021”. Ms. Walton states that she told Mr. Guinta that she “was not interested.. that our relationship was strictly professional”. Ms. Walton states that she was “very clear” she was not interested in Mr. Guinta. Additionally, Ms. Walton was asked by Ms. Jackson “How were the interactions between you and Mr. Guinta after he expressed his feelings to you for the first time”. Ms. Walton responded “It was certainly very uncomfortable. I thought we were professional colleagues. Of course, with time and also just very much so distancing myself as much as possible.”

This statement by Ms. Walton is false. According to the Exhibit titled “Appellant No. 3 Microsoft Teams Chat Records” on page 000076, the correct date on which Mr. Guinta expressed his feelings for Ms. Walton was December 1st, 2023. Mr. Guinta sent a message to Ms. Walton saying “I just need to tell you something, You can just listen. It’s nothing that will make you uncomfortable, I promise”. After sending this message Mr. Guinta called Ms. Walton via Teams to express his

emotions. After this call ended, according to Appellant No. 3 page 000076, Ms. Walton messaged Mr. Guinta an hour after they spoke. Ms. Walton asked Mr. Guinta a work related question. Further, in the same exhibit, pages 000077 and 000078, Ms. Walton continued to speak to Mr. Guinta. On page 000078, Mr. Guinta asks Ms. Walton on December 8th 2021 “gonna be at the rodeo tomorrow?”. Mr. Guinta was referring to the department’s Christmas party which was held at Phillipee Park. Ms. Walton’s response was “I think so”. Ms. Walton did attend the Christmas Party on December 9th, 2021.

The remainder of the pages within Appellant No. 3 shows that Ms. Walton continued to engage in kindhearted and professional conversations with Mr. Guinta. Ms. Walton would even agree to participate in a special project called the “Tampa Bay Purchasing Cooperative” with Mr. Guinta after he specifically asked her to participate. Despite stating that she felt uncomfortable after Mr. Guinta expressed his feelings to her, Paige continued to work and speak with Mr. Guinta as if nothing out of the ordinary occurred. After December 8th, 2021, Ms. Walton never complained about Mr. Guinta’s behavior to any other Pinellas County employee.

During the appeal hearing, Ms. Walton first answered 1 or 2 questions from her counsel. However, within 10 minutes of taking the stand to provide testimony, she began to shake noticeably and cry after she was asked to describe the “inappropriate behavior” that she believed Mr. Guinta committed. Ms. Walton was unable to answer the question by counsel for an estimated 1-2 minutes. Ms. Walton then stepped away from the stand to gather her composure and upon returning, continued to shake and cry. Based on Ms. Walton’s behavior, Ms. Jennifer Monrose found it necessary to swear in all witnesses that were to provide testimony during the appeal hearing. It wasn’t until Ms. Walton had this reaction that it was deemed necessary to have witnesses sworn in. Ms. Walton’s strong emotional reaction casts doubt over the truthfulness of Ms. Walton’s testimony. It can’t be asserted without doubt that Ms. Walton’s reaction was genuine and wasn’t either fully or partially caused by a fear of repercussions for giving false information under formal conditions.

Ms. Walton stated that Mr. Guinta would “follow her around the office”. This is a false statement that could be disproven by interviewing any other Purchasing Department employee.

(a) Ms. Celeste’s Testimony:

During the appeal hearing, Ms. Celeste was asked with respect to the Pre-disciplinary Hearing, “Had you made up your mind what decision you were going to make?”. Ms. Celeste responded, “I will admit that I was leaning a certain way after I had read everything that he wrote. This shows a clear bias against Mr. Guinta. Given the fact that Ms. Walton was never consulted regarding a proper punishment, it’s clear that Ms. Celeste wanted Mr. Guinta fired regardless of the specific circumstances of the situation.

Ms. Celeste was asked, “Did you have a conversation with Kim Meador where she had had said that Dustin had feelings for Ms. Walton?”, Ms. Celeste, responded “No, Kim, I did not discuss that Kim never came down and told me about that”. This is a false statement. During the investigations, Kim was interviewed by Peter Genova and Maria Roberts. According to notes taken by investigators during Ms. Meador’s interview and testimony on August 4th, 2023, the following information appears, “Kim only shared with Merry the convo where Dustin revealed his love for Paige”. This appears on the 3rd page of the investigators notes. It is significant that Ms. Celeste knew about Mr. Guinta’s affection for Ms. Walton prior to the letter being discovered. This indicates Ms. Celeste failed to properly address the potential for abuse or issues since Ms. Walton is Mr. Guinta’s supervisor. Ms. Celeste should have displayed empathy, understanding, and practical solutions. These were the furthest things from her thought process.

3) Bias:

Mr. Guinta provided Peter Genova and Maria Roberts numerous pieces of information which directly contradicted Ms. Walton's testimony provided during her interview with investigators on August 1st, 2023. Mr. Guinta provided a 15 page document to investigators and spoke to investigators in depth during his own interview. Investigators never sought to consult Mr. Guinta on any piece of information which contradicted Ms. Walton's interview testimony. Some information which could have easily been obtained from other Purchasing employees to disprove Ms. Walton's claims such as whether Mr. Guinta followed Ms. Walton around the office was never pursued. Mr. Guinta's claims were never taken as seriously as Ms. Walton's. This was clear in the investigators notes regarding why Mr. Guinta believe that Ms. Walton was interested in him. There was a clear bias against Mr. Guinta during the investigation and clear pressure created by Merry Celeste and Joe Lauro to get the investigations findings as quickly as possible.

Thank you,
Dustin Guinta
Dustin Guinta

UNIFIED PERSONNEL SYSTEM

Annex Building
400 S. Fort Harrison Ave.
Clearwater, Florida 33756
Phone: (727) 464-3367
Fax: (727) 453-3638
www.pinellas.gov/hr



November 27, 2023

Mr. Dustin Guinta
273 Arbor Dr E
Palm Harbor, FL 34683
dustin.guinta@gmail.com

Dear Mr. Guinta,

This letter is to inform you that we have received your letter requesting a reconsideration of the decision of the Pinellas County Unified Personnel Board reached on November 2, 2023.

I will present this request at the December Board Meeting at 6:30 p.m., on Thursday, December 7, 2023. The meeting will be held in the Board Assembly Room, fifth floor of the Main Courthouse, 315 Court Street, Clearwater.

Prior to the meeting, The Personnel Board and the Appointing Authority will receive a copy of your letter to me. Please plan to attend that meeting if you wish to pursue the matter further.

Sincerely,

A handwritten signature in blue ink that reads "Peggy Rowe".

Peggy Rowe
Interim Director for Human Resources

cc: Kirby Kreider, Assistant County Attorney
Barry Burton, County Administrator
Merry Celeste, Director of Purchasing and Risk Management
Joe Lauro, Director of Administrative Services

Sent via Regular and Certified Mail – Return Receipt Requested.
Return Receipt #7020 1290 0001 6084 3517

THE PINELLAS COUNTY
UNIFIED PERSONNEL SYSTEM BOARD

IN RE: Appeal of Termination

DUSTIN GUINTA,

Appeal No. 23-2

Appellant,

v.

PINELLAS COUNTY DEPARTMENT
OF ADMINISTRATIVE SERVICES,

Appellee.

_____ /

**PINELLAS COUNTY’S WRITTEN OPPOSITION TO MOTION FOR
RECONSIDERATION**

Comes now, Pinellas County, the Appellee, by and through the undersigned, and files the following written opposition to the Motion for Reconsideration filed by Mr. Dustin Guinta, the Appellant, on November 24, 2023.

SUMMARY OF THE RECORD

Dustin Guinta was terminated from his position with Pinellas County on August 17, 2023. Mr. Guinta appealed that termination. The termination appeal was heard by the Unified Personnel Board on November 2, 2023. After the hearing and appropriate deliberation, the Board announced its decision upholding the Appellant’s termination. Mr. Guinta and his counsel were present for that announcement. Mr. Guinta, without counsel, untimely submitted a request for Reconsideration on November 24, 2023.

I. THE MOTION FOR RECONSIDERATION IS UNTIMELY AND SHOULD NOT BE CONSIDERED BY THE UNIFIED PERSONNEL BOARD

The Motion for Reconsideration was submitted on November 24, 2023. It is untimely pursuant to the Unified Personnel Board Appeal Procedures. The time strictures are set out in § 11-1 which states in relevant part as follows:

In case of an appeal hearing under Personnel Rule 6 or 7, either Party may, within 15 calendar days of receipt of the Board's decision, file a motion requesting it to reconsider, modify, or amend its findings and/or decision...

In Appellant's own Motion for Reconsideration, he acknowledges that the Board rendered its decision on November 2, 2023. Both Mr. Guinta and his counsel were present when the Board deliberated and announced its decision at the November 2, 2023 hearing. Therefore, the Motion for Reconsideration should not be considered by this Board because it was not submitted within 15 calendar days of Appellant's receipt of the Board's decision.

II. MR. GUINTA'S MOTION FOR RECONSIDERATION FAILS TO MEET THE REQUIREMENTS SET FORTH IN THE UNIFIED PERSONNEL BOARD APPEALS PROCEDURE

Although the Board should reject Mr. Guinta's argument because it is untimely, it should also be denied as it fails to meet the requirements set out in the UPB Appeals Procedure. UPB Appeal Procedure §11-1 provides as follows:

- [A] request will only be granted if
 - a. The proposed modification or amendment is based upon evidence previously presented or is based upon newly discovered evidence which, by due diligence, could not have been discovered prior to the appeal hearing; **and**
 - b. A showing is made that the Board's decision was made through or based upon fraud, collusion, deceit, or mistake of fact or law. (emphasis added).

Each of the subsections in Mr. Guinta's request for reconsideration fail to meet either one or both of these requirements and will be addressed in turn. The burden of proof stated in the

Motion for Reconsideration is inaccurate. The burden is “[o]n the movant to prove that a reconsideration is necessary and must be supported by references to the transcript or other evidence as allowed in § 11-1.” UPB Appeal Procedure § 11-3.

- MOTION FOR RECONSIDERATION SECTION 1(a)¹ MISTAKE OF FACT: COUNSELING FORM

Section 1(a) for the Motion for Reconsideration is an attempt to confuse the Board. The Appellant starts by drawing the Board’s attention to the Counseling Form that was submitted *prior* to the hearing and marked for identification purposes as Appellant’s No. 1. Appellant’s No. 1 was **not** introduced into evidence at the hearing. In fact, it was specifically excluded after the Board sustained Pinellas County’s written objection to Appellant’s No. 1. Any references or arguments to the Appellant’s No. 1 should not be considered by this Board as it is not previously presented evidence or newly discovered evidence as required by Section 11. The Appellant was in possession of this evidence at the time of the hearing as shown by submission of Appellant’s No. 1 as a proposed exhibit.

This section alleges that Appellee’s No. 2 was fabricated. The Appellant offers no proof of the allegation other than wild speculation. Therefore, the Appellant has failed to meet the requirements and burden required for reconsideration. This Board should not grant the Appellant’s request for termination based on this section.

- MOTION FOR RECONSIDERATION SECTION 1(b) MISTAKE OF FACT: INVESTIGATION AND PRE-DISCIPLINARY HEARING NOTICE

This section appears to be offered by the Appellant in an attempt to illustrate bias. Both the Office of Human Rights and Human Resources investigation reports were introduced into

¹ Any error in sequential numbering or consistent formatting regarding this section identification is done intentionally to mirror the numbering and formatting in Appellant’s Motion for Reconsideration.

evidence by Pinellas County at the November 2, 2023 hearing. Similarly, Pinellas County called Maria Roberts (who performed the HR investigation) and Peter Genova (who performed the OHR investigation) as witnesses at that hearing. The testimony directly supports the findings of the additional infractions included in the pre-disciplinary hearing notice. Additionally, Mr. Guinta's attorney had the opportunity to cross-examine both of these witnesses to try and illustrate a supposed bias. This paragraph does not fulfill the Appellant's burden of proof to show that reconsideration is necessary. This section is simply the Appellant attempting to relitigate the issues already decided at the hearing simply because he did not like the result. Therefore, the Appellant has failed to meet the requirements and burden required for reconsideration. This Board should not grant the Appellant's request for termination based on this section.

- MOTION FOR RECONSIDERATION ITEM 1(C) MISTAKE OF FACT: MR. GUINTA'S BEHAVIOR DURING THE PRE-DISCIPLINARY HEARING

This section is the Appellant attempting to relitigate the issues already decided at the hearing simply because he did not like the result. The Appellant makes this attempt without providing newly discovered evidence or proof of mistake of fact/law. This section does not show a mistake of fact; it only shows that the Appellant did not like the decision. Therefore, the Appellant has failed to meet the requirements and burden required for reconsideration. This Board should not grant the Appellant's request for termination based on this section.

- MOTION FOR RECONSIDERATION SECTION 1(d) MISTAKE OF FACT: RESPONSE TO LETTER

In this section, the Appellant yet again attempts to relitigate what was already decided during the hearing without meeting the requirements of the UPB Appeal Procedures. The Board

heard the argument laid out in this section during the hearing and was not persuaded by it. The Appellant also does not present any newly discovered evidence related to this section. Therefore, the Appellant has failed to meet the requirements and burden required for reconsideration. This Board should not grant the Appellant's request for termination based on this section.

- MOTION FOR RECONSIDERATION SECTION 1(e) MISTAKE OF FACT: MS. WALTON WAS NOT CONSULTED ON TERMINATION DECISION

Pinellas County agrees that Ms. Walton was not involved in the decision to terminate. Her involvement in that decision would have been inappropriate as it outside the purview of her authority. Appellant would like this Board to believe that Ms. Walton's non-involvement in the decision to terminate shows a conspiracy between Joe Lauro and Merry Celeste. The Appellant has again not presented any evidence, new or otherwise, to support such allegations. Therefore, the Appellant has failed to meet the requirements and burden required for reconsideration. The Board should not grant the Appellant's request for termination based on this section.

- MOTION FOR RECONSIDERATION SECTION 1(f): MISTAKE OF FACT: PRIOR PERFORMANCE OR DISCIPLINARY ACTIONS

This section also fails to meet the requirements of the UPB Appeal Procedures. It is not based on previously presented evidence or newly discovered evidence. Furthermore, it is irrelevant. Mr. Guinta was not discharged because of job performance or prior disciplinary actions. Therefore, the Appellant has failed to meet the requirements and burden required for reconsideration. This Board should not grant the Appellant's request for termination based on this section.

- MOTION FOR RECONSIDERATION SECTION 2(A) DECEPTION: MS. WALTON'S TESTIMONY

This section asks the Board to consider several screenshots of TEAMS Messages which were not introduced at the hearing on November 2, 2023. Not only were the screenshots not introduced, the Board upheld Pinellas County's written objection to the proposed exhibit and excluded it unless it was for rebuttal purposes during the course of the hearing. Not only were none of the screenshots moved into evidence during the course of the hearing, they were never even offered by the Appellant as rebuttal. Therefore, the Appellant has failed to meet the requirements and burden required for reconsideration. This Board should not grant the Appellant's request for termination based on this section.

- MOTION FOR RECONSIDERATION SECTION 2(a): DECEPTION: MS. CELESTE'S TESTIMONY

This section references interview notes as well as 'testimony' from August 4, 2023. It is unclear exactly what interview notes the Appellant is referencing. Appellant has not shown that these items were presented nor that they were not in his possession at the time of the November 2, 2023 hearing. Therefore, the Appellant has failed to meet the requirements and burden required for reconsideration. This Board should not grant the Appellant's request for termination based on this section.

- MOTION FOR RECONSIDERATION: SECTION (3) BIAS

This section is based on nothing other than wild speculation and conjecture. The Appellant has failed to meet the requirements and burden required for reconsideration. This Board should not grant the Appellant's request for termination based on this section.

WHEREFORE, the Appellee prays that this Board enter its Order denying Appellant's Motion for Reconsideration.

CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that the foregoing document has been furnished via electronic delivery to **Jennifer Moore, Esquire**, Attorney for the Unified Personnel Board, at jennifer.moore@ogletree.com and **Dustin Guinta**, the Appellant, at dustin.guinta@gmail.com on this 1st day of December, 2023.

/s/ Kirby Z. Kreider

KIRBY Z. KREIDER

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