



UNIFIED PERSONNEL BOARD AGENDA

Date: June 6, 2024

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 May 2, 2024 - *Approved*

II. New Business

1. Revisions to Personnel Rule 3, Compensation - *Approved*
2. Revisions to Personnel Rule 5, Reduction in Force - *Approved*
3. Joint Unified Personnel Board and Appointing Authority Meeting, August 22 - *Approved*

III. Informational Items

1. HR Update
2. Action Taken Under Authority Delegated by the Personnel Board
3. Administrative change to the Personnel Rules and Unified Personnel Board Policies with replacement of all references to "HR Director" with "Chief Human Resources Officer" - *Approved*
4. HR Organizational Chart Updates

IV. Appellant's Motion for Reconsideration of Termination Appeal

1. Patrice Perry v. Pinellas County Clerk of the Circuit Court and Comptroller - *Denied*

* 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
May 2, 2024 Meeting Minutes

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

Present

Ricardo Davis, Chair
Jeffery Kronschnabl
Peggy O'Shea
Kenneth Peluso

Not Present

Ralph O. Reid IV, Vice-Chair
William Schulz II
Joan Vecchioli

Others Present

Wade Childress, Chief Human Resources (HR) Officer
Lisa Arispe, Employees' Advisory Council (EAC) Representative
Shirley Westfall, 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 Davis called the meeting to order; whereupon, he led the Pledge of Allegiance.

CITIZENS TO BE HEARD

Chair Davis confirmed that there are no citizens to be heard.

EMPLOYEES' ADVISORY COUNCIL (EAC) REPRESENTATIVE

Ms. Arispe informed the members that the Board of County Commissioners recently presented staff with a proclamation recognizing the importance of public service

employees; that the employee picnic was held last week; and that she has met with Mr. Childress and is looking forward to working with him.

CONSENT AGENDA

Minutes of the Regular Personnel Board Meeting held April 3, 2024

A motion was made by Mr. Peluso to approve the April 3 meeting minutes. The motion was seconded by Ms. O'Shea and carried unanimously.

INFORMATIONAL ITEMS

Reduction in Force – Contractor Licensing Department

Contractor Licensing Department Director Michelle Krickovic introduced herself and provided background information regarding her Department, its responsibilities, and proposed legislation which would eliminate the requirement for state-certified contractors to register with the Pinellas County Construction Licensing Board, effectively reducing the Department's annual revenue by approximately \$450,000.00. She related that because the Department receives no funding from the County's General Fund, its expenses must not exceed its revenues; and that the Department's most significant expense has always been personnel; whereupon, she discussed the transfer of funding for one position, the elimination of one position, and the early termination of contracts for two temporary employees.

Responding to queries by the members, Ms. Krickovic provided clarifying information, discussed the impacts of the staffing changes, and related that although state-certified contractors will no longer need to register with the County, it will continue to be responsible for investigating unlicensed contractors and determining who is not eligible to work in the County; whereupon, Mr. Kronschnabl discussed his background in building and permitting and suggested possible next steps for the Department.

HR Update

Mr. Childress related that the *HR Update for May* is included in the agenda packet; and that one-on-one meetings are being scheduled with the members to discuss his observations and possible next steps.

Action Taken Under Authority Delegated by the Personnel Board


Chair Davis indicated that a document containing the delegated actions is included in the agenda packet.

ADJOURNMENT

The meeting was adjourned at 6:52 PM.

Human Resources
Unified Personnel System
Wade Childress
Chief Human Resources Officer

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

FROM: Wade Childress, Chief Human Resources Officer 

DATE: June 6, 2024

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:

Remove the provision that a general increase be calculated on the pay grade midpoint to give Human Resources the ability to collaborate with our leadership each year on the best method for calculating the general increase.

Remove references to Extended Illness Leave which is a carryover from 1995 when sick and annual leave were combined. There are no employees remaining in the County who carry balances in their Extended Illness Leave bank.

Additionally, The Appointing Authorities met on October 16, 2023, regarding compensation during a declared emergency to clarify that exempt employees are paid according to their Appointing Authorities' current emergency pay policy. The Unified Personnel Board approved the updated text on February 1, 2024. A few months later, Human Resources staff noted that several words in the rule needed to be revised to reflect the intent that exempt employees be paid for emergency work and to qualify for reimbursement from the Federal Emergency Management Agency (FEMA). Specifically, we revised the text "may elect to" to say "will" to clarify that exempt employees who work during a declared state of emergency will be compensated.

Please see changes below as well as highlighted in the attached copy of the Personnel Rule.

1. Section C.1.h. General Increase, iii. Determining Amount & Form of General Increase, to delete the text shown in yellow strikethrough:

~~The amount of a percentage increase will be calculated on the midpoint of the pay grade established for the employee's associated pay grade.~~

2. Section D. Supplemental and Incentive Pay, 6.f. and h. Declared Emergencies and Other Emergency or Disaster Situations, to delete the text shown in yellow strikethrough and add the text shown in red underline below:

f. An Appointing Authority ~~may elect to~~ will compensate exempt employees directed to report to work in any capacity during a declared local state of emergency after the Appointing Authority has closed his or her operations pursuant to the then current Appointing Authorities' emergency pay policy.

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.

3. Section E. Pay, 1. Method of Payment, b. Classified Employees i.a), to delete the text shown in yellow strikethrough:

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.

Attachments:

- 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 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

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

- The employee's pay must be increased to at least the minimum pay rate of the new pay grade, or
- The employee's pay will be increased by an amount equal to 4% of the midpoint of the new pay grade, whichever is greater.
- At the discretion of the Appointing Authority, in consultation with the 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%, not to exceed the maximum pay rate of the employee's job classification.

f. Career Path Increase

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

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

g. Market Adjustment

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

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

h. General Increase

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

i. Eligibility

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

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

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

ii. Effect of Deferral or Denial Due to Active Discipline

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

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

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

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

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

~~The amount of a 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**

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

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

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

D. Supplemental and Incentive Pay

1. Standby Pay

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

- c. If not required to physically report for work:
 - i. If an employee can complete the assignment without physically reporting to the work location, the employee's hours worked for the week (or for salaried classified employees for the pay period) shall include all hours worked on the assignment.
 - ii. A minimum of one hour shall be counted as hours worked for the first instance worked remotely in an eight hour standby period. No minimum number of hours worked shall be counted for subsequent call outs during the same standby period.
- d. Pay for reporting for standby duty, whether physically or remotely, is in addition to the standby pay.

2. Emergency Call Out Pay

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

3. Shift Differential Pay

a. Five Percent Differential

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

b. Ten Percent Differential

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

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

4. Control Burn Fire Team

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

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

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

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

6. Declared Emergencies and Other Emergency or Disaster Situations

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

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

- h. County employees who are directed not to report to work due to such an emergency for a period in excess of four weeks duration will be granted leave without pay for this time beyond the initial four weeks. Employees so affected shall substitute available compensatory time, **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.

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

FROM: Wade Childress, Chief Human Resources Officer 

DATE: June 6, 2024

SUBJECT: Revisions to Personnel Rule 5, Reduction in Force

Recommendation:

I recommend the changes to Personnel Rule 5: Reduction in Force as described below and found in the attached redline version.

Background:

Remove references to Extended Illness Leave which is a carryover from 1995 when sick and annual leave were combined. There are no employees remaining in the County who carry balances in their Extended Illness Leave bank. Please see changes below as well as highlighted in the attached copy of the Personnel Rule.

Section D. Rights of Laid Off Employees, 3. and 4.c.i, to delete the text shown in yellow strikethrough:

3. Upon separation, in accordance with applicable Unified Personnel System rules, the laid off employee shall be paid for his/her ~~accumulated Extended Illness Leave and Annual Leave~~, and shall be paid all accrued compensatory time. There is no entitlement to pay for unused Floating Holidays or Personal Days.
4. Re-employment:
 - c. A laid off employee who is re-employed within one year from the effective date of layoff shall:
 - i. be credited with his/her Annual Leave ~~and Extended Illness leave~~ balances which were accrued but not paid at the time of layoff;

Attachment:

- Personnel Rule 5 Redline Version



Rule 5. Reduction in Force

A. General Provisions

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

B. Reduction in Force Plan

1. Notice

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

2. Retention Scores

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

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

3. Displacements

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

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

C. Displacement

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

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

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

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

D. Rights of Laid Off Employees

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

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

E. Grievance Procedure for Layoff or Displacement

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

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



HR Update for June (May 2024 Updates)

Benefits & Wellness

- Benefits is partnering with HR Business Partners to present a Human Resources overview during Public Works staff meetings. They will also be onsite at Tax Collector locations for individual and group meetings.
- Biometric screening and health assessment reminders were emailed to employees.
- Jet Dental – There are mobile dental clinics at Public Works and Planning in Clearwater coming in June.
- OnSpot Dermatology Bus – There are mobile dermatology events at three locations coming in June.
- Threshers Night Out – Employees can enjoy a fun night out at the ballpark on June 15 at a discounted rate of \$16 with advance purchase.
- There were a variety of wellness activities and webinars in May including Exercise Essentials, Micro Moves for Better Health, Pets and Plants, Pollinator Gardens, Cook Along Kitchen: Plant-Based Meal, Women & Money, Nearing Retirement in the FRS, Investment Fundamentals, and NAMIWalks for Mental Health (team walk in Pinellas Park).

Communications & Outreach

- We are assisting Learning & Development with communicating the launch of *MyLearning* (new learning management system) in June and formatting the instructional materials.
- We emailed employees about assisting the Supervisor of Elections as poll workers for the August 20 Primary Election and the November 5 General Election.
- We emailed employees regarding Juneteenth. All Appointing Authorities but the Clerk's Office and Supervisor of Elections are providing 8 hours of administrative leave on June 19th in observance of Juneteenth. The Clerk's Office will be closed on July 5 instead. Supervisor of Elections will remain open due to the upcoming elections.

Learning & Development

- The new learning management system, *MyLearning*, is on track for a mid-June launch. The new system makes it easy to enroll in courses, access course materials, find learning resources, and track your progress.
- Learning Plans (formerly Learning Paths) are in full swing with 59 new inquiries since the launch. We hosted two Learning Plans webinars with 62 participants.
- Certified Public Manager Program kicked off in collaboration with Florida State University with 26 participants.

Planning & Performance

- Human Resources Business Partners have conducted several shadowing trips at Utilities and Solid Waste. They will continue to shadow departments to better understand the jobs of the departments they serve.
- Assisted with the annual performance review survey for the Executive Director of Forward Pinellas. After being deployed and completed by his board members, the data was collected,

analyzed, and delivered in a report that includes year-over-year comparisons as well as analyses of the data collected. The report will be reviewed at their June 10 Executive Committee meeting.

Workforce Strategy – Recruitment / HRMS / Classification & Compensation

- Countywide Job Fair is going to be held on June 14, 1 – 4 p.m. at the Magnolia Room.
- The time to fill in April was 44.85 days.
- 31 new hires in April.
- 32 promotions occurred in April.
- Year-to-date annualized turnover was 13.53% with 28 separations in April. Rolling 12-month turnover is 13.9%.
 - 6 terminations
 - 1 retirement
 - 21 resignations



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

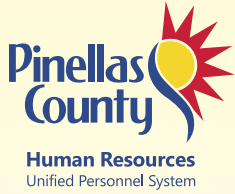
The Human Resources Director, having been granted delegated authority to act on behalf of the Unified Personnel Board, has taken the following actions from **April 29 through May 31, 2024**.

ADDITION

Spec No.	Title	EEO4 Code	OT Code	PG
23302	Principal ERP Program Executive	Professionals	Exempt	E37
15074	VSPC Marketing Project Manager	Professionals	Exempt	E19

REALLOCATION

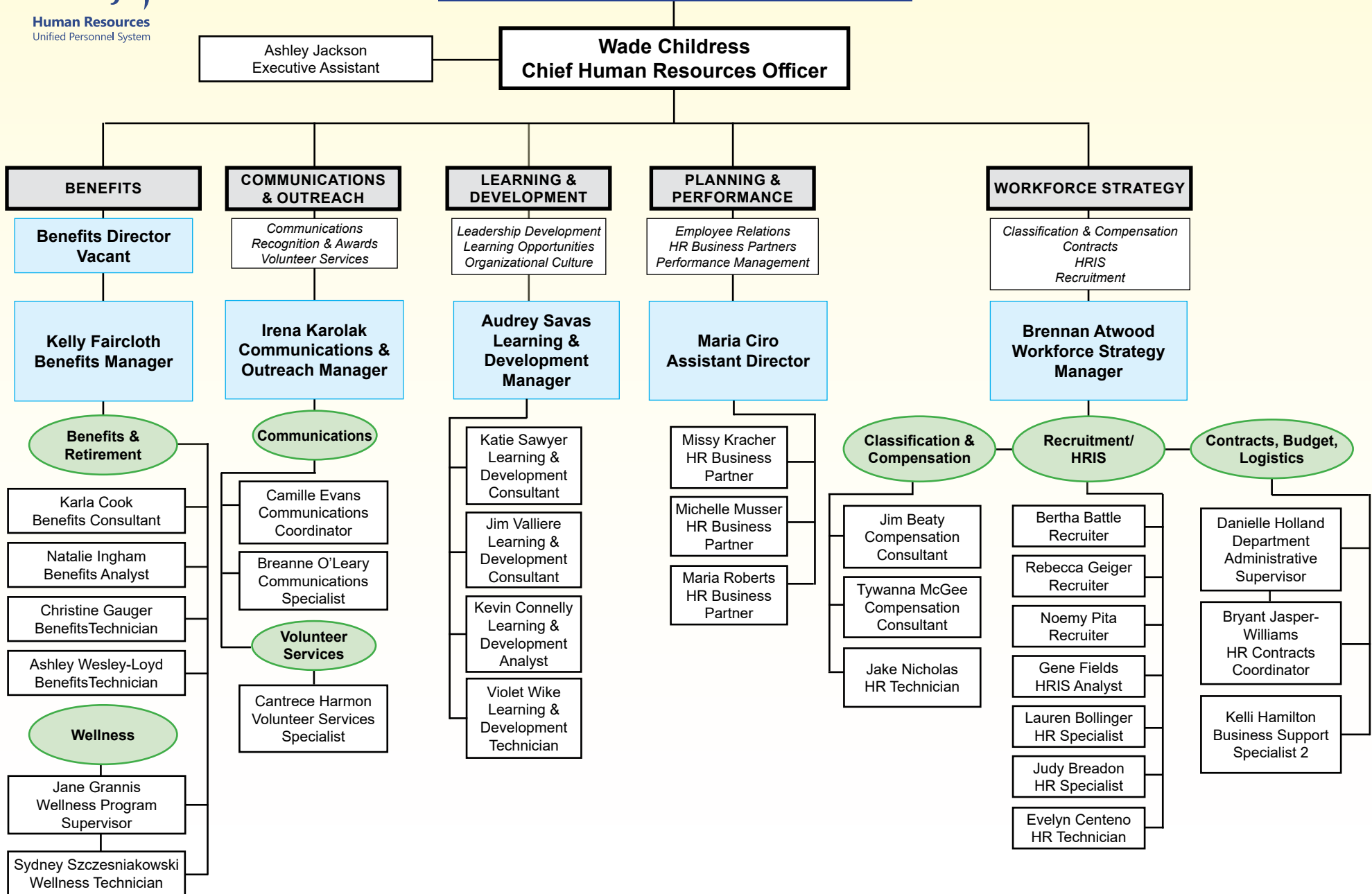
Spec No.	Title	Old PG	New PG
16750	Survey & Mapping Technician 1	C17	C18
18662	Customer Information Center Specialist 1	C15	C16
18664	Customer Information Center Specialist 2	C16	C17



Human Resources Organization Chart



UNIFIED PERSONNEL SYSTEM BOARD



Human Resources Organization Chart

Unified Personnel System Board

Administration

Wade Childress, Chief Human Resources Officer
Ashley Jackson, Executive Assistant

Benefits, Retirement, & Wellness

Benefits & Retirement

Benefits Director, Vacant
Kelly Faircloth, Benefits Manager
Karla Cook, Benefits Consultant
Natalie Ingham, Benefits Analyst
Christine Gauger, Benefits Technician
Ashley Wesley-Loyd, Benefits Technician

Wellness

Jane Grannis, Wellness Program Supervisor
Sydney Szczesniakowski, Wellness Technician

Communications & Outreach

Communications, Recognition & Awards, Volunteer Services
Irena Karolak, Communications & Outreach Manager

Communications

Camille Evans, Communications Coordinator
Breanne O'Leary, Communications Specialist

Volunteer Services

Cantrece Harmon, Volunteer Services Specialist

Learning & Development

Leadership Development, Learning Opportunities, Organizational Culture

Audrey Savas, Learning & Development Manager
Katie Sawyer, Learning & Development Consultant
Jim Valliere, Learning & Development Consultant
Kevin Connelly, Learning & Development Analyst
Violet Wike, Learning & Development Technician

Planning & Performance

Employee Relations, HR Business Partners, Performance Management

Maria Ciro, Assistant Director
Missy Kracher, HR Business Partner
Michelle Musser, HR Business Partner
Maria Roberts, HR Business Partner

Workforce Strategy

Classification & Compensation, Contracts, HRIS, Recruitment
Brennan Atwood, Workforce Strategy Manager

Classification & Compensation

Jim Beaty, Compensation Consultant
Tywana McGee, Compensation Consultant
Jake Nicholas, HR Technician

Recruitment & HRIS

Bertha Battle, Recruiter
Rebecca Geiger, Recruiter
Noemy Pita, Recruiter
Gene Fields, HRIS Analyst
Lauren Bollinger, HR Specialist
Judy Breadon, HR Specialist
Evelyn Centeno, HR Technician

Contracts, Budget, Logistics

Danielle Holland, Department Administrative Supervisor
Bryant Jasper-Williams, HR Contracts Coordinator
Kelli Hamilton, Business Support Specialist 2

**THE PINELLAS COUNTY
UNIFIED PERSONNEL SYSTEM BOARD**

IN RE:

**APPEAL OF TERMINATION
PATRICE PERRY,**

Appellant,

v.

Appeal No. 23-3

PINELLAS COUNTY CLERK OF COURT,

Appellee.

APPELLANT'S MOTION FOR RECONSIDERATION OF DECISION
RENDERED APRIL 4, 2024

Pursuant to U.P.B. Procedure, Section 11-1, I hereby move for reconsideration of the April 4, 2024 decision by the Unified Personnel Board as to my termination appeal. Please find the reasons for my decision, which were primarily based on the untrue testimony provided by Clerk witnesses. We were unable to fully question witnesses or present closing arguments due to the prolonged hearing.

Thomas Dunne:

Thomas Dunne's testimony under oath contradicts accounts provided by other witnesses, indicating a discrepancy in the understanding of key events. Mr. Dunne testified that he only became aware of my migraines during my second disciplinary hearing on September 28, 2023. However, both Meghan Albright and Shelly Beach testified that my migraines were discussed during the September 12, 2023 meeting. Mr. Dunne prematurely said, "You can't hide behind the

migraines,” before any disclosure on my part, indicating untruthful facts, which were later contradicted by other witness testimony. ¹

Ken Burke:

With regard to my 2011 disciplinary action, I maintain that this disciplinary action should not have been considered as it was over 10 years prior to my termination and my actions in that situation were justified. Specifically, under oath, Mr. Burke said that he never knew the customer I interacted with was stalking me. In 2011, I relayed the stalking behaviors of the patron to the director at the hearing, and this information was then relayed to Mr. Burke. In 2011, as a result of the situation with this individual, I was transferred from St Pete Branch to PCJC on November 9, 2011. The stalker, or customer, visited different Clerk locations, including PCJC, looking for me. My new supervisor at the time sent out an email with his picture, letting everyone know about this customer. A Clerk at the Court St office emailed me to say the customer, who was difficult, had traveled to the office in downtown Clearwater looking for me. The next time he visited PCJC, he was arrested for an outstanding warrant.

In 2011, my seven-year-old son had nightmares about the stalker. Before the transfer to PCJC, I submitted documents to file for an injunction, and the temporary order was granted. While in court to seek a permanent injunction, the judge, as well as the bailiffs and my witness, observed the respondent’s erratic behavior. I was granted a 5-year injunction against the stalker. Six years after the injunction was granted, the respondent called the Clerk Information Center and left a troublesome message for me. Bailiffs walked me to my car as a precaution.

¹ My numerous requests for public records, spanning between June 2023 to the present, including Microsoft Teams and email correspondence, were consistently denied or inadequately fulfilled by Mr. Dunne. This information would have been vital to this case.

Shelly Beach:

Shelly Beach testified that I brought up the migraines first in the September 12, 2023 meeting. She testified that Mr. Dunne did not say, “You can’t hide behind the migraines”. Shelly provided information in the disciplinary notices and the counseling form that were untruths that were never relayed to me earlier. The trainers had no performance evaluations. We were supposed to receive quarterly reviews at which time Shelly could have discussed my work performance and “behavior”. Trainers have tried to leave the Training Department, but Shelly wouldn’t allow it. A newly hired trainer left the Training Department within six months of her employment. Shelly stated that she spoke calmly on September 12, 2023, when she confronted me about training. Untrue. Shelly was yelling.

Meghan Albright:

Meghan testified that she only knew me in passing. We were actually very good friends. I have known Meghan since she began her tenure with the Clerk’s Office. We were very good friends, enough for Meghan to share with me early on that she was pregnant with her son. Meghan would also send me pictures of her son via email and Teams. I have her phone number! Meghan also testified that Mr. Dunne did not say, “You can’t hide behind the migraines”. Not true. Meghan stated that Shelly was calm on September 12, 2023, when she confronted me about training. Untrue. Shelly was yelling. Meghan testified that he saw me on my phone when I was at my desk. Meghan was seated at her desk that is not near enough for her to see anything on my desk, plus the partitions between us were too high.

Shantel Higgins, Shannon Frick and Natasha Kinsley all testified that they were afraid of retaliation because of their testimony! Each trainer vented to the other trainers occasionally about the work environment and about Shelly’s management style, including her lack of communication with the trainers.

Natasha Kinsley:

The Board did not allow Ms. Kinsley to answer questions about the specific retaliation she experienced from Ms. Beach. Natasha filed a grievance against Ms. Beach and was unexpectedly transferred to PCJC for training in the Customer Service Department. Natasha was excluded from recording of the Training Team while she was working at PCJC, which was further evidence of Ms. Beach's retaliatory animus towards employees who filed grievances and/or bullying complaints.

Shannon Frick:

Ms. Frick stated that the department has been better since my termination, when in fact, it has gotten worse since I was the third trainer to leave the department. However, I have learned new information that suggests that Ms. Frick's testimony was not accurate, as I understand that Ms. Frick has applied for positions to get out of the Training Department since my termination. Shannon has discussed her displeasure of the current work environment with Clerk staff who are not employed in the Training Department. All trainers can verify that information.

I never knew that Shannon had an issue with me regarding our Thursday, July 6, 2023 conversation. We worked together during a new training session that began on Monday, July 10, 2023. I needed her assistance and she kindly obliged. To say that she wanted to leave the Clerk's Office is true, but not because of me. Shannon already wanted to leave the Training Department before that conversation and wants to leave right now. She has applied for other positions. All trainers can verify that information.

Lane Simpson:

Contrary to Mr. Simpson's testimony, Lane was not afraid of me. If he was so afraid to be alone with me, we would have never walked to lunch alone twice.

Lane and I had become very cordial and hugged each other almost every morning. He had expressed his concern about an unpleasant look I had on my face when he first started in April or May 2022. Shelly and all the trainers (except me) knew about, “this look”. All trainers who worked there during this time can verify this information. When I found out about “the look” months later, Lane and I discussed it on July 7, 2023 and I apologized. Lane accepted my apology and said that we were good. I thought we were good until he spoke negatively about the trainers, including me.

Lane untruthfully testified that there are no text messages between Shelly and himself. Upon information and belief, I believe that such text messages do exist, but were not provided and/or deleted them. I am aware that when Mr. Simpson called in or if there were a change of plans in the days schedule, Shelly would text Lane, so there should have been a history of text messages. Shelly has also texted the trainers in a group chat, so his statement is untrue. Lane testified that the work environment was better since my termination, but that is untrue. Lane applied for other positions outside of the Training Department before I left. Lane testified that on September 12, 2023, the date of my alleged misconduct, he saw me on my phone when I was at my desk. Lane was seated at his desk with his back to me, and the partition between us was too high for him to be able to see what I was doing at my desk.

HR Bullying Investigation:

The Board improperly denied the introduction of the results from the bullying investigation conducted concerning Shelly’s behavior. While it was discussed in testimony, the Board should have considered and/or admitted the draft conclusions and final report as it supported the testimony of the other co-workers about the working environment, fears of retaliation, and would have further demonstrated the retaliatory animus of Ms. Beach because of the bullying complaint that I lodged. For example, the initial conclusions demonstrated that

some of the things complained about by the employees may be violations of UPB Policy #3. Moreover, the final report demonstrated clear issues in the working environment and any reasonable factfinder based on the other evidence from the co-workers could conclude that the decision to terminate was motivated by retaliation for the findings in that report.

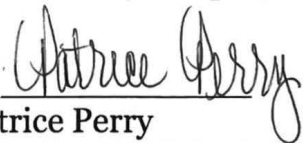
Discussion among the UPB Members:

One UPB member stated that I only reported Shelly as a bully after I felt I was in trouble. That was not true. There was no indication that I was in trouble on October 27, 2022, when I made my complaint to Ms. Kracher about the bullying. Thus, the evidence did not support that my bullying complaint was made only after I became subject to discipline. To the contrary, there was no statement made to indicate I was in trouble on October 27, 2022, when I first complained about bullying. I was only asked to give my side of the story.

I request a fair reconsideration against the decision made by the Unified Personnel Board on April 4, 2023 to uphold my termination. Our questioning of all witnesses was limited; therefore, we were unable to ask questions that would have proven our case to be true. Because it was very late, no closing arguments were allowed. A thorough review is necessary.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing document has been furnished via electronic delivery to Ashley Jackson at apjackson@pinellas.gov and Margaret Rowe at mrrowe@pinellas.gov on this the 19th day of April, 2024.


Patrice Perry
5790 Dr. MLK Jr. St. S
St. Petersburg, FL 33705
Tel: 727-252-4567
E-Mail: trailew2@yahoo.com

THE PINELLAS COUNTY UNIFIED PERSONNEL SYSTEM BOARD

IN RE: APPEAL No, 23-3 APPEAL OF TERMINATION

PATRICE PERRY,
Appellant,

v. Appeal No. 23-3 PINELLAS COUNTY CLERK OF COURT,
Appellee,

**APPELLANT’S AMENDED MOTION FOR RECONSIDERATION OF
DECISION RENDERED APRIL 4, 2024**

Pursuant to U.P.B. Procedure, Section 11-1, I hereby move for reconsideration of the April 4, 2024 decision by the Unified Personnel Board as to my termination appeal. Please find the reasons for my decision, which were primarily based on the false statements provided by Clerk witnesses. We were unable to fully question witnesses or present closing arguments to reveal false testimony due to the prolonged hearing. The Board’s final decision might have been based on fabricated testimony by the following:

1. Thomas Dunne:

Thomas Dunne’s testimony under oath contradicts accounts provided by other witnesses, indicating a discrepancy in the understanding of key events. Mr. Dunne testified that he only became aware of my migraines during my second disciplinary hearing on September 28, 2023. However, both Meghan Albright and Ms. Beach truthfully testified that we discussed my migraines during the September 12, 2023 meeting. Mr. Dunne prematurely said, “You can’t hide behind the migraines,” before any disclosure on my part, indicating untruthful facts.

I submitted requests to Mr. Dunne for public records, spanning between June 2023 to the present, including Microsoft Teams and email correspondence. R. Dunne repeatedly denied or inadequately fulfilled my request for public records. This information would have been vital to this case.

2. Ken Burke:

Regarding my 2011 disciplinary action, I maintain that this disciplinary action should not have been considered as it was over 10 years prior to my termination and my actions in that situation were heard and understood under the disturbing circumstances by Clerk Administration. Specifically, under oath, Mr. Burke said that he never knew the customer I interacted with was stalking me. In 2011, I

relayed the stalking behaviors of the patron to the director at the hearing, and this information was relayed to Mr. Burke. In 2011, because of the situation with this individual, I was transferred from St Pete Branch to Pinellas County Justice Center (PCJC) on November 9, 2011. The stalker, or customer, visited different Clerk locations, including PCJC, looking for me. My new supervisor at the time sent out an email with his picture, letting Clerk staff know about this customer. A Clerk at the Court office emailed me to say the customer, who was difficult, had traveled to the office in downtown Clearwater looking for me. The next time he visited PCJC, he was arrested for an outstanding warrant. In 2011, my seven-year-old son had nightmares about the stalker. Before the transfer to PCJC, I submitted documents to file for an injunction, and the temporary order was granted. While in court to seek a permanent injunction, the judge, as well as the bailiffs and my witness, observed the respondent's erratic behavior. I was granted a 5-year injunction against the stalker. Six years after I received an injunction was granted, the respondent called the Clerk Information Center and left a disturbing message for me. Bailiffs walked me to my car as a precaution. Facts surrounding the stalker could have been made known by us during closing arguments.

Mr. Burke made a false statement that he really likes me. Mr. Burke does not like me at all. He walked into my department speaking to the person before me and another one after me without speaking to me. While sitting across from me Mr. Burke would not speak, a customary practice when we attended the same meetings.

3. Shelly Beach:

Shelly Beach testified that I mentioned the migraines first in the September 12, 2023 meeting. She testified that Thomas Dunne did not say, "You can't hide behind the migraines." In the disciplinary notices and the counseling form, Ms. Beach provided false information that was never relayed to me earlier. The trainers had no performance evaluations. According to UPB Policy #3, classified employees were supposed to receive quarterly reviews at which time Ms. Beach could have discussed my work performance and "behavior". This information could have been stated during the closing arguments.

Trainers have tried to leave the Training Department, but Ms. Beach would not allow it. After my termination on October 3, 2023 a newly hired trainer left the Training Department within six months of her employment. Ms. Beach falsely stated that she spoke calmly on September 12, 2023, when she confronted me about training. Ms. Beach yelled in my face but testified that she calmly spoke to me.

4. Meghan Albright:

Meghan Albright falsely testified that she only knew me in passing. We were good friends. I have known Ms. Albright since she began her tenure with the Clerk's Office. We were such good friends, until Meghan shared with me early that she was pregnant with her son. Ms. Albright would also send me pictures of her son via email and Teams. I have her phone number! Meghan also falsely testified that Mr. Dunne did not say, "You can't hide behind the migraines." Not true.

Ms. Albright stated that Ms. Beach calmly spoke on September 12, 2023, when she confronted me about training when Ms. Beach yelled in my face. Ms. Albright testified that she saw me on my phone when I was at my desk. Ms. Albright was seated at her desk that was not near enough for her to see anything on my desk, plus the partitions between us were too high.

5. Natasha Kinsley:

Ms. Kinsley did not answer specific questions about the retaliation she experienced from Ms. Beach. After Natasha filed a grievance against Ms. Beach, she was transferred to PCJC for training without notice. Ms. Beach excluded Ms. Kinsley from a video recording of the Training Team while she was working at PCJC, which was further evidence of Ms. Beach's retaliatory animus towards employees who filed grievances and/or bullying complaints.

6. Shannon Frick:

Shannon Frick stated that the department has been better since my termination, when in fact, it has gotten worse since I was the third trainer to leave the department. However, I recently learned that Ms. Frick's testimony was not accurate, since Ms. Frick applied for positions to get out of the Training Department since my termination. Ms. Frick discussed her displeasure of the current work environment with Clerk staff who were not trainers. To say that she wanted to leave the Clerk's Office is true, but not because of me. Ms. Frick already wanted to leave the Training Department before our conversation on July 6, 2023. She applied for other positions and recently considered leaving the Clerk's Office. All trainers can verify that information. A public records request submitted to HR to obtain Ms. Frick's employment applications is pending.

I never knew that Ms. Frick had an issue with me regarding our Thursday, July 6, 2023 conversation. We worked together during a new training session that began on Monday, July 10, 2023. I needed her assistance and she kindly obliged.

7. Lane Simpson:

Contrary to Lane Simpson's testimony, Mr. Simpson was not afraid of me. If he had been afraid to be alone with me, we would have never walked to lunch alone twice. Mr. Simpson and I had become very cordial and hugged each other almost every morning.

Mr. Simpson expressed his concern to Ms. Beach and the other trainers about an unpleasant look I displayed when he first started in April or May 2022. Ms. Beach and all the trainers (except me) knew about, "this look." All trainers who worked there during this time can verify this information. When I found out about "the look" months later, Mr. Simpson and I discussed it on July 7, 2023 and I apologized. Mr. Simpson accepted my apology and said that we were good. I thought we were good until he spoke negatively about the trainers, including me.

Mr. Simpson untruthfully testified that there were no text messages between Ms. Beach and himself. Upon information provided by Mr. Simpson, I know that such text messages do exist, but were not provided and/or were deleted. I am aware that when Mr. Simpson called in or if there were a change of plans in the day's schedule, Ms. Beach would text Mr. Simpson, so there should have been a history of text messages. Ms. Beach has also texted the trainers in a group chat, so his statement is untrue.

Mr. Simpson falsely testified under oath that the work environment was better since my termination, but that is untrue. Mr. Simpson applied for other positions outside of the Training Department before I left. A public records request submitted to HR to obtain Mr. Simpson's employment applications is pending.

Mr. Simpson testified that on September 12, 2023, the date of my alleged misconduct, he saw me on my phone when I was at my desk. Mr. Simpson sat at his desk with his back to me, and the partition between us was too high for him to be able to see what I was doing at my desk.

HR Bullying Investigation:

The Board denied the introduction of the results from the bullying investigation conducted concerning Ms. Beach's behavior into evidence. While it was discussed in testimony, if the Board had considered and/or admitted into evidence the draft conclusions and final report as it supported the testimony of the other coworkers about the working environment, fears of retaliation, and would have further demonstrated the retaliatory animus of Ms. Beach because of the bullying complaint that I lodged. For example, the initial conclusions demonstrated that the training employees reported Ms. Beach's actions that violated UPB Policy #13. Moreover, the final report demonstrated clear issues in the working environment and any reasonable factfinder based on the other evidence from the

co-workers could conclude that the Clerk's decision to terminate was motivated by retaliation for the findings in the report that I initiated with HR.

Discussion among the UPB Members:

One UPB member stated that I only reported Ms. Beach as a bully after I was in trouble. That was not true. There was no indication that I was in trouble on October 27, 2022, when I made my complaint to Ms. Kracher about the bullying. Thus, the evidence did not support that my bullying complaint was only after I became subject to discipline. To the contrary, there was no statement submitted to indicate I was in trouble on October 27, 2022, when I first complained about bullying. Management requested that I give my side of the story. In addition, I only decided to speak with Ms. Kracher after learning on the day of the meeting that Ms. Kracher served as Human Resources Liaison for the Clerk's Office. I was unaware of Ms. Kracher's position before that day.

I request a fair reconsideration against the decision made by the Unified Personnel Board on April 4, 2023 to uphold my termination. We had less time to question our witnesses while the County Attorney had considerable time to question the Clerk's witnesses and allow them to speak freely; therefore, we were unable to ask questions that would have proven our case to be true. Because it was extremely late, the Board decided not to hear closing arguments. A thorough review of the case, including our identification of false statements could have been effective and changed the outcome of the case.

New Developments:

Shelly Beach recently resigned from her position as Training Administrator. My public records request to receive a copy of Ms. Beach's resignation is pending.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing document has been furnished via electronic delivery to Ashley Jackson at apjackson@pinellas.gov and Wade Childress at wchildress@pinellas.gov on this the 29th day of May, 2024.

/s/ _____
Patrice Perry
5790 Dr. MLK Jr. St. S
St. Petersburg, FL 33705
Tel: 727-252-4567
E-Mail: trailew2@yahoo.com



Human Resources
Unified Personnel System
Wade Childress
Chief Human Resources Officer

May 3, 2024

Ms. Patrice Perry
5790 Dr MLK Jr St S
Saint Petersburg, FL 33705
trailew2@yahoo.com

Dear Ms. Perry,

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 April 3, 2024.

I will present this request at the June Board Meeting at 6:30 p.m., on Thursday, June 6, 2024. 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,

Wade Childress
Chief Human Resources Officer

cc: Jennifer Monroe Moore, Unified Personnel Board Attorney
Christy Donovan Pemberton, Managing Assistant County Attorney
Marshall Brannon, Assistant County Attorney
Jeffrey Klein, Assistant County Attorney
Ken Burke, Clerk of the Circuit Court and Comptroller
Thomas Dunne, Director for Clerk Administration
Teresa Del Rio, Executive Director for Clerk Administration
Shelly Beach, Clerk Training Administrator
Meghan Albright, Clerk Training Assistant Manager
Maria Ciro, Assistant Director for Human Resources
Missy Kracher, Human Resources Business Partner

Sent via Regular and Certified Mail – Return Receipt Requested.
Return Receipt #7022 0410 0003 1683 4288

THE PINELLAS COUNTY
UNIFIED PERSONNEL SYSTEM BOARD

IN RE: Appeal of Termination

PATRICE PERRY,

Appeal No. 23-3

Appellant,

v.

KEN BURKE, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER,

Appellee.

_____ /

**KEN BURKE, CLERK OF THE CIRCUIT COURT AND COMPTROLLER'S
RESPONSE IN OPPOSITION TO APPELLANT'S MOTION FOR
RECONSIDERATION RENDERED APRIL 4, 2024**

Appellee, Ken Burke, the Clerk of the Circuit Court and Comptroller, by and through undersigned counsel, and pursuant to Unified Personnel Appeal Procedure § 11-1 (“Appeal Procedure”), hereby files his Response in Opposition to the Appellant’s Motion for Reconsideration of Decision Rendered April 4, 2024 (“Motion for Reconsideration” or the “Motion”), and in support thereof states as follows:

PROCEDURAL HISTORY

1. On April 4, 2024, following an in-person hearing (the “Hearing”), the Unified Personnel Board (the “Board”) issued its ruling affirming the Clerk’s decision to terminate Ms. Perry’s employment.
2. The Board found that Ms. Perry had committed the activities for which she was terminated.

3. The Board further found that cause existed for the disciplinary actions resulting from Ms. Perry's violation of D5 (insubordination) and D29 (employee's conduct interferes with the proper cooperation of coworkers or impairs the efficiency, morale, good order, or discipline of the workplace).
4. Finally, the Board found that that the Appellee met its burden that the disciplinary action should be upheld as to the rule D5 and D29 violations.
5. On April 19, 2024, Ms. Perry filed her Motion for Reconsideration, which is scheduled to be heard by the Board on June 6, 2024.
6. This Response in Opposition was filed nine (9) days before the June 6, 2024, hearing.

ANALYSIS

7. Under Appeal Procedure § 11-1, a Motion for Reconsideration must: (1) be based upon evidence previously presented or based upon newly discovered evidence which, by due diligence, could not have been discovered prior to the hearing; **and** (2) show that the Board's decision was made through or based upon fraud, collusion, deceit, or mistake of fact or law. The Appeal Procedures additionally provide some "[s]ome examples of appropriate cases for reconsideration" which are:
 - a. The Board has overlooked or misinterpreted points of law or fact;
 - b. There was a misrepresentation or misconduct at the appeal hearing by the Opposing party; or
 - c. There is a showing that false testimony or evidence was submitted.

8. While the Appeal Procedures require both elements to be met, for the sake of clarity, they will be addressed individually below.

Appellant's Motion for Reconsideration should be denied because it is not supported by references to the transcript as required Unified Personnel Board Appeal Procedure § 11-3.

9. Ms. Perry's Motion does not offer newly discovered evidence but, instead, is based upon previously presented evidence. In Ms. Perry's own words, the reason for reconsideration is "based on the untrue testimony provided by the Clerk witnesses."
10. The Motion for Reconsideration, however, is not supported by references to the transcript as required by Appeal Procedure § 11-3. Rather, the Motion is based upon Ms. Perry's recollection of the testimony given at the Hearing. Without providing references to the transcript, the Board is unable to determine whether there was any false testimony. For this reason alone, the Motion should be denied.
11. Notwithstanding the failure to reference the transcript, the allegations in the Motion are not of "untrue testimony" but, rather, that Ms. Perry recalls facts differently or has different opinions about certain events than that of the witnesses.
12. Different recollections or opinions are not the same as false testimony.
13. For example, the Motion for Reconsideration states that Ms. Perry's view of her relationship with certain coworkers was different from how these coworkers viewed the relationship.
14. This does not equate to false testimony but is merely a different opinion about the nature of personal relationships.

15. Moreover, nothing argued in the Motion is material to the Board's finding that Ms. Perry violated the personnel rules and that the action taken by the Clerk was appropriate.

The Motion for Reconsideration should be denied because it fails to prove that the Board's decision was based upon fraud, collusion, deceit, or mistake of fact or law.

16. Second, nothing in the Motion for Reconsideration argues that the Board's decision was based upon fraud, collusion, deceit, or mistake of fact or law.

17. The Motion for Reconsideration merely restates irrelevant facts which were already considered and ruled upon by the Board.

18. The Motion fails to make any arguments that the Board's decision was based upon fraud, collusion, deceit, or mistake of fact or law and, for this reason, the Motion should be denied.

The Board limiting testimony or closing statements is not grounds for reconsideration.

19. Appellant also argues that the Motion for Reconsideration should be granted because the Board limited the testimony of some witnesses and deliberated without hearing closing statements from either party.

20. Neither of these arguments are grounds for reconsideration under the Appeal Procedures.

21. The Board is not prohibited from limiting cumulative or irrelevant testimony. The Board is also not prohibited from deliberating without hearing closing statements. Furthermore, both parties were subject to the Board exercising its authority in conducting an efficient and fair hearing and any effect was shared by both parties.

CONCLUSION

For the reasons set forth above, the Board should deny the 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 **Patrice Perry**, Appellant, at trailew2@yahoo.com on this the 29th day of May, 2024.

/s/ Jeffrey N. Klein _____

Jeffrey N. Klein, Esquire

FBN 1025117

Assistant County Attorney

Pinellas County Attorney's Office

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Attorney for KEN BURKE, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

PCAO 474823