

1 **BOARD BILL NO. 121 INTRODUCED BY ALDERMAN STEPHEN GREGALI**

2 An ordinance to regulate employer and employee working relationships between the City
3 of St. Louis Medical Examiner’s Office including a compensation plan, terms and conditions of
4 employment, benefits, leaves of absence, and authorization for a Deferred Compensation Plan;
5 repealing Ordinance 67811; allocating certain other employees to a grade with rate and including
6 an emergency clause. The provisions of the sections contained in this ordinance shall be
7 effective with the start of the first pay period following approval by the Mayor.

8

9 **BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

10

11 **SECTION 1.**

12 **ALPHABETICAL LIST OF CLASSES**

13

14 (a) Beginning with the effective date of this ordinance, the following positions in the
15 Medical Examiner’s Office with bi-weekly rates are hereby allocated as listed below in
16 accordance with the classification plan by the Chief Medical Examiner to a grade and overtime
17 code in the following section with rates established in Section 2 of this ordinance in accordance
18 with Section 3(a) and Section 9(e) of Article XVIII of the City Charter.

19

20	GRADE/				
21 TITLE	CODE	SCHEDULE	OVTM		
22 Administrative Secretary	1137	13	G	3	
23 Autopsy Technician I	5411	09	G	3	

1	Autopsy Technician II	5412	11	G	3
2	Autopsy Technician III	5413	12	G	3
3	Autopsy Technician Supervisor	5414	10	G	3
4	Computer Operator I	1323	10	G	3
5	Computer Operator II	1324	11	G	3
6	Computer Operator III	1325	12	G	3
7	Computer Programmer I	1331	13	G	3
8	Computer Programmer II	1332	14	G	3
9	Computer Programmer III	1333	15	G	3
10	Custodian/Courier	3711	06	G	3
11	Document Specialist I	5643	11	G	3
12	Document Specialist II	5644	12	G	3
13	Executive Asst. to the Chief Medical Examiner	1735	18	M	1
14	Executive Secretary	1136	14	G	3
15	Forensic Office Administrator I	1621	18	M	3
16	Forensic Office Administrator II	1622	20	M	1
17	Forensic Office Administrator III	1623	22	M	1
18	Medical Transcriptionist	1122	12	G	3
19	Medicolegal Investigation Supervisor	2355	15	M	2
20	Medicolegal Investigator I	2351	13	G	3
21	Medicolegal Investigator II	2352	14	G	3
22	Medicolegal Investigator III	2353	16	G	3
23	Medicolegal Investigator IV	2354	17	G	1

June 13, 2008

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Sponsored by Alderman Stephen Gregali

1	Morgue Attendant	5410	08	G	3
2	Record File Clerk	1111	09	G	3
3	Secretary	1132	10	G	3
4	Typist Clerk I	1121	8	G	3
5	Typist Clerk II	1122	9	G	3
6	Typist Clerk III	1123	10	G	3
7	Telephone Operator	1161	06	G	3
8	X-ray Technician	5441	11	G	3
9	Intern - Level 1	9991	00	I	3
10	Intern - Level 2	9992	00	I	3
11	Intern - Level 3	9993	00	I	3
12	Intern - Level 4	9994	00	I	3
13	Intern - Level 5	9995	00	I	3
14	Intern - Level 6	9996	00	I	3

15

16

17

SECTION 2.

18

OFFICIAL PAY SCHEDULE FOR CLASSIFICATION GRADES

19

20 The Chief Medical Examiner is hereby adopting as the compensation schedule for all
21 grades established in Section One of this ordinance, the following ranges of salary.

22

23 **(a) GENERAL, PROFESSIONAL, AND MANAGEMENT PAY SCHEDULE:**

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(1) The following bi-weekly pay schedule for all pay grades denoted with the suffix "G" or "M" shall become effective beginning with the bi-weekly pay period starting the effective date of this ordinance:

BI-WEEKLY PAY IN WHOLE DOLLARS							
GRADE	A	B	C	D	E	F	G
5	706	727	749	771	794	818	843
	H	I	J	K	L	M	N
	868	894	921	949	977	1006	1036
	O						
	1067						
6	A	B	C	D	E	F	G
	766	789	813	837	862	888	915
	H	I	J	K	L	M	N
	942	970	999	1029	1060	1092	1125
O							
	1159						
7	A	B	C	D	E	F	G
	832	857	883	909	936	964	993
	H	I	J	K	L	M	N
	1023	1054	1086	1119	1153	1188	1224
O							
	1261						
8	A	B	C	D	E	F	G
	903	930	958	987	1017	1048	1079
	H	I	J	K	L	M	N
	1111	1144	1178	1213	1249	1286	1325
O							
	1365						
9	A	B	C	D	E	F	G
	980	1009	1039	1070	1102	1135	1169
	H	I	J	K	L	M	N
	1204	1240	1277	1315	1354	1395	1437
O							
	1480						
10	A	B	C	D	E	F	G
	1064	1096	1129	1163	1198	1234	1271
	H	I	J	K	L	M	N
	1309	1348	1388	1430	1473	1517	1563
O							
	1610						
11	A	B	C	D	E	F	G
	1157	1192	1228	1265	1303	1342	1382

	H	I	J	K	L	M	N
	1423	1466	1510	1555	1602	1650	1700
	O						
	1751						
12	A	B	C	D	E	F	G
	1258	1296	1335	1375	1416	1458	1502
	H	I	J	K	L	M	N
	1547	1593	1641	1690	1741	1793	1847
	O						
	1902						
13	A	B	C	D	E	F	G
	1387	1429	1472	1516	1561	1608	1656
	H	I	J	K	L	M	N
	1706	1757	1810	1864	1920	1978	2037
	O						
	2098						
14	A	B	C	D	E	F	G
	1590	1638	1687	1738	1790	1844	1899
	H	I	J	K	L	M	N
	1956	2015	2075	2137	2201	2267	2335
	O						
	2405						
15	A	B	C	D	E	F	G
	1821	1876	1932	1990	2050	2112	2175
	H	I	J	K	L	M	N
	2240	2307	2376	2447	2520	2596	2674
	O						
	2754						
16	A	B	C	D	E	F	G
	2090	2153	2218	2285	2354	2425	2498
	H	I	J	K	L	M	N
	2573	2650	2730	2812	2896	2983	3072
	O						
	3164						
17	A	B	C	D	E	F	G
	2397	2469	2543	2619	2698	2779	2862
	H	I	J	K	L	M	N
	2948	3036	3127	3221	3318	3418	3521
	O						
	3627						
18	A	B	C	D	E	F	G
	2750	2833	2918	3006	3096	3189	3285
	H	I	J	K	L	M	N
	3384	3486	3591	3699	3810	3924	4042
	O						
	4163						
19	A	B	C	D	E	F	G
	3158	3253	3351	3452	3556	3663	3773
	H	I	J	K	L	M	N

	3886	4003	4123	4247	4374	4505	4640
	O						
	4779						
20	A	B	C	D	E	F	G
	3626	3735	3847	3962	4081	4203	4329
	H	I	J	K	L	M	N
	4459	4593	4731	4873	5019	5170	5325
	O						
	5485						
21	A	B	C	D	E	F	G
	3912	4029	4150	4275	4403	4535	4671
	H	I	J	K	L	M	N
	4811	4955	5104	5257	5415	5577	5744
	O						
	5916						
22	A	B	C	D	E	F	G
	4222	4349	4479	4613	4751	4894	5041
	H	I	J	K	L	M	N
	5192	5348	5508	5673	5843	6018	6199
	O						
	6385						
23	A	B	C	D	E	F	G
	4556	4693	4834	4979	5128	5282	5440
	H	I	J	K	L	M	N
	5603	5771	5944	6122	6306	6495	6690
	O						
	6891						

1
2 (2) The following bi-weekly pay schedule for all pay grades denoted with the suffix
3 "G" or "M" shall become effective beginning with the bi-weekly pay period starting June 21,
4 2009:

BI-WEEKLY PAY IN WHOLE DOLLARS							
GRADE	A	B	C	D	E	F	G
5	724	745	768	790	814	838	864
	H	I	J	K	L	M	N
	890	916	944	973	1001	1031	1062
	O						
	1094						
6	A	B	C	D	E	F	G
	785	809	833	858	884	910	938
	H	I	J	K	L	M	N
	966	994	1024	1055	1087	1119	1153
	O						
	1188						
	A	B	C	D	E	F	G

7	853	878	905	932	959	988	1018
	H	I	J	K	L	M	N
	1049	1080	1113	1147	1182	1218	1255
	O						
	1293						
8	A	B	C	D	E	F	G
	926	953	982	1012	1042	1074	1106
	H	I	J	K	L	M	N
	1139	1173	1207	1243	1280	1318	1358
	O						
	1399						
9	A	B	C	D	E	F	G
	1005	1034	1065	1097	1130	1163	1198
	H	I	J	K	L	M	N
	1234	1271	1309	1348	1388	1430	1473
	O						
	1517						
10	A	B	C	D	E	F	G
	1091	1123	1157	1192	1228	1265	1303
	H	I	J	K	L	M	N
	1342	1382	1423	1466	1510	1555	1602
	O						
	1650						
11	A	B	C	D	E	F	G
	1186	1222	1259	1297	1336	1376	1417
	H	I	J	K	L	M	N
	1459	1503	1548	1594	1642	1691	1743
	O						
	1795						
12	A	B	C	D	E	F	G
	1289	1328	1368	1409	1451	1494	1540
	H	I	J	K	L	M	N
	1586	1633	1682	1732	1785	1838	1893
	O						
	1950						
13	A	B	C	D	E	F	G
	1422	1465	1509	1554	1600	1648	1697
	H	I	J	K	L	M	N
	1749	1801	1855	1911	1968	2027	2088
	O						
	2150						
14	A	B	C	D	E	F	G
	1630	1679	1729	1781	1835	1890	1946
	H	I	J	K	L	M	N
	2005	2065	2127	2190	2256	2324	2393
	O						
	2465						
15	A	B	C	D	E	F	G
	1867	1923	1980	2040	2101	2165	2229

	H	I	J	K	L	M	N
	2296	2365	2435	2508	2583	2661	2741
	O						
	2823						
16	A	B	C	D	E	F	G
	2142	2207	2273	2342	2413	2486	2560
	H	I	J	K	L	M	N
	2637	2716	2798	2882	2968	3058	3149
	O						
	3243						
17	A	B	C	D	E	F	G
	2457	2531	2607	2684	2765	2848	2934
	H	I	J	K	L	M	N
	3022	3112	3205	3302	3401	3503	3609
	O						
	3718						
18	A	B	C	D	E	F	G
	2819	2904	2991	3081	3173	3269	3367
	H	I	J	K	L	M	N
	3469	3573	3681	3791	3905	4022	4143
	O						
	4267						
19	A	B	C	D	E	F	G
	3237	3334	3435	3538	3645	3755	3867
	H	I	J	K	L	M	N
	3983	4103	4226	4353	4483	4618	4756
	O						
	4898						
20	A	B	C	D	E	F	G
	3717	3828	3943	4061	4183	4308	4437
	H	I	J	K	L	M	N
	4570	4708	4849	4995	5144	5299	5458
	O						
	5622						
21	A	B	C	D	E	F	G
	4010	4130	4254	4382	4513	4648	4788
	H	I	J	K	L	M	N
	4931	5079	5232	5388	5550	5716	5888
	O						
	6064						
22	A	B	C	D	E	F	G
	4328	4458	4591	4728	4870	5016	5167
	H	I	J	K	L	M	N
	5322	5482	5646	5815	5989	6168	6354
	O						
	6545						
23	A	B	C	D	E	F	G
	4670	4810	4955	5103	5256	5414	5576
	H	I	J	K	L	M	N

	5743	5915	6093	6275	6464	6657	6857
	O						
	7063						

1
2 (3) The following bi-weekly pay schedule for all pay grades denoted with the suffix
3 "G" or "M" shall become effective beginning with the bi-weekly pay period starting June 20,
4 2010:

BI-WEEKLY PAY IN WHOLE DOLLARS							
GRADE	A	B	C	D	E	F	G
5	742	764	787	810	834	859	886
	H	I	J	K	L	M	N
	912	939	968	997	1026	1057	1089
	O						
	1121						
6	A	B	C	D	E	F	G
	805	829	854	879	906	933	961
	H	I	J	K	L	M	N
	990	1019	1050	1081	1114	1147	1182
	O						
	1218						
7	A	B	C	D	E	F	G
	874	900	928	955	983	1013	1043
	H	I	J	K	L	M	N
	1075	1107	1141	1176	1212	1248	1286
	O						
	1325						
8	A	B	C	D	E	F	G
	949	977	1007	1037	1068	1101	1134
	H	I	J	K	L	M	N
	1167	1202	1237	1274	1312	1351	1392
	O						
	1434						
9	A	B	C	D	E	F	G
	1030	1060	1092	1124	1158	1192	1228
	H	I	J	K	L	M	N
	1265	1303	1342	1382	1423	1466	1510
	O						
	1555						
10	A	B	C	D	E	F	G
	1118	1151	1186	1222	1259	1297	1336
	H	I	J	K	L	M	N
	1376	1417	1459	1503	1548	1594	1642
	O						
	1691						

11	A	B	C	D	E	F	G
	1216	1253	1290	1329	1369	1410	1452
	H	I	J	K	L	M	N
	1495	1541	1587	1634	1683	1733	1787
	O						
	1840						
12	A	B	C	D	E	F	G
	1321	1361	1402	1444	1487	1531	1579
	H	I	J	K	L	M	N
	1626	1674	1724	1775	1830	1884	1940
	O						
	1999						
13	A	B	C	D	E	F	G
	1458	1502	1547	1593	1640	1689	1739
	H	I	J	K	L	M	N
	1793	1846	1901	1959	2017	2078	2140
	O						
	2204						
14	A	B	C	D	E	F	G
	1671	1721	1772	1826	1881	1937	1995
	H	I	J	K	L	M	N
	2055	2117	2180	2245	2312	2382	2453
	O						
	2527						
15	A	B	C	D	E	F	G
	1914	1971	2030	2091	2154	2219	2285
	H	I	J	K	L	M	N
	2353	2424	2496	2571	2648	2728	2810
	O						
	2894						
16	A	B	C	D	E	F	G
	2196	2262	2330	2401	2473	2548	2624
	H	I	J	K	L	M	N
	2703	2784	2868	2954	3042	3134	3228
	O						
	3324						
17	A	B	C	D	E	F	G
	2518	2594	2672	2751	2834	2919	3007
	H	I	J	K	L	M	N
	3098	3190	3285	3385	3486	3591	3699
	O						
	3811						
18	A	B	C	D	E	F	G
	2889	2977	3066	3158	3252	3351	3451
	H	I	J	K	L	M	N
	3556	3662	3773	3886	4003	4123	4247
	O						
	4374						
	A	B	C	D	E	F	G

19	3318	3417	3521	3626	3736	3849	3964
	H	I	J	K	L	M	N
	4083	4206	4332	4462	4595	4733	4875
	O						
	5020						
20	A	B	C	D	E	F	G
	3810	3924	4042	4163	4288	4416	4548
	H	I	J	K	L	M	N
	4684	4826	4970	5120	5273	5431	5594
	O						
	5763						
21	A	B	C	D	E	F	G
	4110	4233	4360	4492	4626	4764	4908
	H	I	J	K	L	M	N
	5054	5206	5363	5523	5689	5859	6035
	O						
	6216						
22	A	B	C	D	E	F	G
	4436	4569	4706	4846	4992	5141	5296
	H	I	J	K	L	M	N
	5455	5619	5787	5960	6139	6322	6513
	O						
	6709						
23	A	B	C	D	E	F	G
	4787	4930	5079	5231	5387	5549	5715
	H	I	J	K	L	M	N
	5887	6063	6245	6432	6626	6823	7028
	O						
	7240						

1
2

3 **(b) SHIFT DIFFERENTIAL:** Shift differential shall be paid for certain work assignments.

4 The Chief Medical Examiner shall determine the work assignments for which shift differential
5 will be paid. The assignment or removal of an employee from a work assignment having a shift
6 differential shall be determined by the Chief Medical Examiner and will not constitute a
7 promotion, demotion, advancement or reduction in pay. The shift differential shall be added to
8 the employee's regular bi-weekly rate.

9

1 (1) In order for an employee to be eligible for shift differential compensation for a
2 work shift, the employee must regularly work a shift that requires the completion of four (4)
3 hours of work between the hours of 4:00 p.m. and 8:00 a.m. the following morning. Employees
4 who are regularly assigned to work schedules that require them to rotate among three shifts (day,
5 evening, night) on a bi-monthly or more frequent basis shall be eligible for shift differential
6 compensation for all three shifts worked.

7
8 For employees whose pay range is established in Section 2(a)(1), 2(a)(2), or 2(a)(3), the
9 shift differential premium shall be one percent (1%) of the employee's regular base bi-weekly
10 rate for each eligible shift worked in a bi-weekly pay period.

11
12 (2) Except as otherwise provided in this ordinance, shift differential shall not be paid
13 to employees compensated on an hourly or per performance basis, or bi-weekly paid employees
14 who work part-time. Neither shall shift differential be paid to full-time regular employees
15 docked for any portion of an eligible shift.

16
17 (3) An employee whose pay range is established in Section 2(a)(1), 2(a)(2), or
18 2(a)(3), shall receive shift differential for working a portion of an eligible shift. Shift differential
19 shall only be paid for whole hours worked, providing the portion of the shift not worked is
20 charged to paid leave. A fraction of an hour shall not be counted toward the payment of the
21 differential. An employee whose pay range is established in Section 2(a)(1), 2(a)(2), or 2(a)(3),
22 shall not receive shift differential compensation for any overtime worked that is not part of their
23 regular schedule.

1 sufficiently qualified employees to work in specific per performance, hourly, or unit-of-work
2 assignments.

3

4 Administrative staff is not permitted to utilize per performance and hourly employees as
5 a method of replacing bi-weekly rate employees who would be entitled to employee benefits.
6 Therefore, per performance and hourly employees will be limited to an equivalent of ten (10)
7 months of full time employment per year.

8

9 (e) The Chief Medical Examiner may establish trainee rates of pay. Such trainee rates may
10 be established on an hourly, per performance or bi-weekly basis and shall be less than the rate
11 paid to a regular employee.

12

13 (f) The Chief Medical Examiner may establish rates and conditions under which
14 compensation may be granted for periods of time during which an employee is away from the
15 job site but restricted in his/her activities because of an assignment by a manager or supervisor to
16 be available for a call to return to the work site to perform emergency duties. Pay rates and
17 conditions established under the provisions of this Section 2(f) may include reasonable minimum
18 pay guarantees for employees required to return to the work site to perform emergency duties.

19

20 The provisions of this Section 2(f) shall not be construed to restrict the right of any
21 manager or supervisor to establish call back procedures for employees as an established
22 condition of employment.

23

1 (g) The Chief Medical Examiner may authorize payment of special recruitment bonuses,
2 travel, moving and related expenses to recruit employees for positions when funds for this
3 purpose are appropriated to the Medical Examiner.

4
5 (h) The Chief Medical Examiner may approve the payment of hiring incentives to current
6 employees to recruit qualified personnel for positions that are difficult to fill. Hiring incentives
7 shall be in any amount up to twenty-five percent (25%) of the annual salary of the position for
8 which the recruitment is made.

9
10 (i) (1) The Chief Medical Examiner, may establish cash awards or other incentives for
11 an employee or group of employees to recognize and reward increased productivity or
12 effectiveness. The incentives offered may include cash, paid time off, and such other reasonable
13 incentives as the Chief Medical Examiner may determine. Cash awards shall be made from the
14 personal services appropriation of the unit, the account from which the employee's salary is paid
15 or from a general appropriation for this purpose.

16
17 (2) The Chief Medical Examiner may establish a program of cash awards or other
18 incentives, not to exceed ten percent (10%) of annual salary, paid as an addition to pay, for the
19 purpose of providing additional compensation for employees who are fluent in a foreign
20 language and who use this skill in the necessary and regular recurring performance of the duties
21 of their position. Cash awards shall be made from the personal services appropriation of the unit,
22 the account from which the employee's salary is paid or from a general appropriation for this

1 purpose. Cash awards and incentives under this program shall be made in accordance with
2 guidelines established by the Chief Medical Examiner.

3

4 (3) Notwithstanding any other provision in this ordinance, the Chief Medical
5 Examiner is authorized to establish a program of incentives not to exceed twenty-four percent
6 (24%) of the maximum of the pay range for the purpose of compensating positions which are
7 extremely hard to fill.

8

9 (4) The Chief Medical Examiner may provide an Employee Suggestion Program,
10 which grants cash and other awards to recognize employee suggestions, which improve Medical
11 Examiner's Offices, operations or facilities. Cash awards to employees for suggestions resulting
12 in tangible savings to the City shall not exceed ten percent (10%) of the annual tangible net
13 savings. Cash awards and payments for other awards shall be made from an appropriation for a
14 suggestion program or other appropriate account. Additionally, cash awards for suggestions
15 shall be granted as an addition to pay, which does not change an employee's bi-weekly rate. The
16 Employee Suggestion Program shall be administered in accordance with regulations established
17 by the Chief Medical Examiner. The Chief Medical Examiner may establish an authority to
18 evaluate suggestions and determine awards; the decisions of this authority shall be final.

19

20 (j) An employee who is appointed to a position requiring advanced technical skills or
21 professional qualifications may be paid at a rate up to ten percent (10%) higher than prescribed
22 for the class in Section 2 of this ordinance on recommendation of a manager or supervisor with
23 the prior approval of the Chief Medical Examiner. This shall be granted as an addition to pay,

1 which does not change an employee's bi-weekly rate. Such advancement shall be made solely
2 on the basis that the employee possesses exceptional academic qualifications related to the duties
3 of the position or that the employee is registered or certified by an organization or board
4 recognized by the Chief Medical Examiner to be especially suited, considering the duties of the
5 position, and when such academic qualification, registration, or certification is not deemed a
6 necessary qualification for the class of position.

7

8 The Chief Medical Examiner may also establish other bonus, incentive, or reimbursement
9 programs to encourage current employees to attain registration, licensure, certification, or proof
10 of professional mastery when it is deemed to be in the best interest of the Medical Examiner's
11 Office, or when such credentials are clearly recognized as adding to the capability of individuals
12 in that area. Incentives, bonuses, or reimbursements awarded under such programs do not result
13 in an employee being ruled ineligible for bonuses or salary increases permitted under other
14 sections of this pay ordinance.

15

16 **(k)** Temporary assignment differential will be paid for certain assignments when a vacancy
17 exists for any reason (e.g., separations, extended vacation, leave of absence, military leave, etc.)
18 in a position with a higher pay grade, and shall be granted for at least one (1) pay period but not
19 more than thirteen (13) pay periods. The Chief Medical Examiner will determine the
20 assignments for which the temporary assignment differential will be paid. The assignment or
21 removal of an employee from said assignment having a temporary assignment differential will be
22 determined by a manager or supervisor and will not constitute a promotion, demotion,
23 advancement, or reduction in pay. The intended employee must meet the minimum

1 qualifications for the position to be assigned. The temporary assignment differential shall be
2 computed as an addition to pay and not affect the employee's regular bi-weekly rate.

3

4 For an employee whose pay range is established in Section 2(a)(1), 2(a)(2), or 2(a)(3),
5 with the prior approval of the Chief Medical Examiner, the temporary assignment differential
6 will be ten percent (10%) of the employee's regular base bi-weekly rate added as an addition to
7 pay for each bi-weekly period worked, not to exceed thirteen (13) pay periods.

8

9 (l) Medical Examiner employees who are required by their manager or supervisor to
10 routinely use their personal vehicle in the performance of their duties shall be compensated with
11 a vehicle maintenance and use allowance in accordance with guidelines approved by the Chief
12 Medical Examiner.

13

14

15

16

SECTION 3.

17

SALARY RANGE LIMITATIONS

18

19 No employee in the Medical Examiner's Office shall be paid at a rate lower than the
20 minimum or higher than the maximum of the salary range established for the class to which
21 his/her position has been allocated, except as otherwise provided in this ordinance.

22

23

1 shall be paid less than the minimum rate nor more than the maximum rate for the new class of
2 position, except as otherwise provided in this ordinance.

3

4 (2) Temporary Promotion: Promotions of Medical Examiner employees whose
5 salary ranges are established in Section 2(a)(1), 2(a)(2), or 2(a)(3), regardless of status, made for
6 a limited duration, shall result in a salary adjustment as in Paragraph (a)(1) of this Section. Upon
7 expiration of the temporary promotion, the employee shall be returned to his/her former step,
8 adjusted by any increases the employee may have received in the absence of the temporary
9 promotion. In no case shall the employee's salary be above the maximum of the salary range,
10 unless otherwise provide for in this ordinance.

11

12 (b) Demotion: This shall be defined as a change of an employee in the Medical Examiner's
13 Office from a position of one class to a position of another class which has a lower pay grade and
14 a lower starting minimum salary.

15

16 (1) If an employee is demoted for disciplinary reasons in accordance with the Rules
17 of the Medical Examiner's Office and established disciplinary procedures, his/her rate of pay
18 shall be established at a step within the range for the new position to be determined by the Chief
19 Medical Examiner.

20

21 (2) If an employee accepts a voluntary demotion, his/her current rate of pay shall first
22 be reduced by five percent (5%) and then set to a step within the lower pay range that may be
23 equal to but not greater than the adjusted rate. Employees who are in a working test period and

1 demote to their previous class of position or pay grade, will return to the rate received
2 immediately prior to the promotion, plus any adjustments as otherwise provided in this
3 ordinance. No employee shall be paid less than the minimum nor more than the maximum rate
4 for the new class of position, except as otherwise provided in this ordinance.

5
6 (3) When an employee is demoted for reasons in the best interest of the Medical
7 Examiner's Office as determined by the Chief Medical Examiner, his/her salary shall not be
8 reduced by reason of the new salary range and grade. If the salary of such employee is above the
9 maximum for the new position the employee's salary shall not be increased so long as he/she
10 remains in the position, except as otherwise provided by this ordinance.

11
12 (c) Reallocation:

13 (1) If the employee's position is reallocated to a class in a lower pay grade and the
14 employee's rate of pay for the previous position is within the salary range of the new position,
15 his/her salary shall remain unchanged.

16 (2) The salary of an employee whose position is allocated to a class in a higher pay
17 grade shall be determined in accordance with the provisions of this Section 6 (a)(1) relating to
18 salary advancement on promotion.

19
20 (d) Transfer: The salary rate of an employee who transfers to a different position in the same
21 class, or from a position in one class to a position in another class in the same pay grade, shall
22 remain unchanged, provided that no employee shall be paid less than the minimum rate nor more

1 than the maximum rate for the new class of position, except as otherwise provided in this
2 ordinance.

3
4 (e) Over Maximum: The salary of an employee, which is in excess of the maximum of the
5 range prescribed by this ordinance for the class and grade to which his/her position has been
6 allocated or may be reallocated, shall not be reduced by reason of the new salary range and
7 grade. The salary of such employee shall not be increased so long as he/she remains in the class
8 of position, except as otherwise provided by this ordinance.

9
10
11 **SECTION 6.**

12 **SALARY ADJUSTMENT**

13
14 Salary adjustments for all employees in competitive positions shall be based on
15 considerations of merit or success in fulfilling predetermined goals and objectives as herein
16 provided.

17 (a) Full time positions for which salary is established in Section 2(a)(1), 2(a)(2), or 2(a)(3) –
18 General and Management Schedule:

19
20 (1) Any employee whose salary is established in the General and Management Pay
21 Schedule shall receive a service rating in accordance with the City's Service Rating Manual.
22 The service rating, together with the standards of performance established in the City's Service
23 Rating Manual, shall determine eligibility for a step increase. The step increase shall be one step

1 and shall be made after fifty-two (52) weeks of continuous satisfactory service. These standards
2 shall govern successive increases of one step for each fifty-two (52) weeks of additional
3 continuous service thereafter until the top of the salary range is reached.

4
5 (3) A non-exempt (Overtime Code 3 or 4) employee whose pay is established in
6 Section 2(a)(1), 2(a)(2), or 2(a)(3) of this ordinance who receives an Overall Rating of
7 “Unsuccessful” as defined by the City’s Service Rating Manual, shall have his/her salary reduced
8 as determined by the standards established in the City’s Service Rating Manual, but not less than
9 the minimum of the pay grade range.

10

11 **(b)** As used in this ordinance, "anniversary date" means the date following fifty-two (52)
12 weeks of continuous service from the date of original appointment or from the date of the last
13 salary adjustment, if other than a temporary reduction in pay for disciplinary reasons, a demotion
14 or an across-the-board ordinance increase, an increase resulting from an authorized incentive
15 program, or an upgrade of the classification concurrent with adoption of the ordinance. Absence
16 from service as a result of any authorized paid leave, suspensions, military leave, or
17 family/medical leave will not interrupt continuous service. Absence from service for any other
18 cause shall result in breaking continuity of service and establishment of a new anniversary date,
19 except as otherwise provided in this ordinance. The Chief Medical Examiner may authorize
20 different anniversary dates for an employee or groups of employees.

21

1 (c) A manager or supervisor may evaluate the performance of an employee whose salary is
2 established in Section 2(a)(1), 2(a)(2), or 2(a)(3) of this ordinance for the purpose of a salary
3 adjustment only at intervals as described above except in the case of:

4

5 (1) Exceptional performance of duties:

6

7 The manager or supervisor of an employee who demonstrates exceptional performance of
8 duties in accordance with the City's Service Rating Manual, with the prior approval of the Chief
9 Medical Examiner, may advance the employee by not more than three (3) steps after twenty-six
10 (26) weeks of employment at the same rate in the salary range, providing the manager or
11 supervisor submits to the Chief Medical Examiner the full details and reasons for the
12 advancement in salary, which may be in addition to any merit increase received.

13

14 (2) Substandard performance of duties:

15

16 The manager or supervisor of an employee whose level of performance is significantly
17 diminished and no longer warrants payment at the current step of the range may have his/her
18 salary reduced, in accordance with the City's Service Rating Manual provided the employee is
19 above the minimum of the range, is not allocated to Overtime Code 1 or Overtime Code 2, and is
20 not under Section 2(c).

21

1 The granting of any such increase or decrease in salary shall be made at the beginning of
2 a payroll period, as determined by the Chief Medical Examiner, following approval of such
3 salary action.

4
5 **(d)** Excepted Positions: The pay of an employee in an excepted position shall be adjusted to
6 any step within the pay range at the discretion of a manager or supervisor for the excepted
7 position.

8
9 **(e)** The Chief Medical Examiner may approve, at the request of a manager or supervisor,
10 adjustments to correct or mitigate serious and demonstrable internal pay inequities. Salary
11 adjustments under this provision shall preclude adjustments to compensate or reward employees
12 for long-term or meritorious service.

13
14 **(f)** The pay of any employee may be decreased as a disciplinary action by a manager or
15 supervisor to a lower step within a salary range. Any such decrease shall be made in accordance
16 with the Medical Examiner's Service Rules and established disciplinary procedures. The
17 decrease shall not be greater than fifteen percent (15%) of the current salary rate. In no case
18 shall the decrease be below the minimum of the pay range for the class. The Chief Medical
19 Examiner may determine that the pay decrease shall be effective for a specific number of bi-
20 weekly pay periods provided, however, that such decrease shall not be effective for more than
21 thirteen (13) bi-weekly pay periods.

22

1 (g) An employee who is temporarily promoted shall be eligible for within range salary
2 adjustments under provisions of this Section 6.

3
4 (h) The Chief Medical Examiner may approve a within range salary adjustment or other
5 incentives to retain employees in positions that are difficult to fill, or because of their unique
6 requirements. Said adjustment may only be granted once during a twenty-six (26) week period.

7
8
9 **SECTION 7.**

10 **INCOME SOURCES**

11
12 Any salary paid to an employee in the Medical Examiner's Office shall represent the total
13 remuneration for the employee, excepting reimbursements for official travel and other payments
14 specifically authorized by ordinance. No employee shall receive remuneration from the City in
15 addition to the salary authorized in this ordinance for services rendered by the employee in the
16 discharge of the employee's ordinary duties, of additional duties which may be imposed upon the
17 employee, or of duties which the employee may undertake or volunteer to perform.

18
19 Whenever an employee not on an approved paid leave works for a period less than the
20 regularly established number of hours a day, days a week or days bi-weekly, the amount paid
21 shall be proportionate to the hours in the employee's normal work week and the bi-weekly rate
22 for the employee's position. The payment of a separate salary for actual hours worked from two
23 or more departments, divisions or other units of the City for duties performed for each of such

1 agencies is permissible if the total salary received from these agencies is not in excess of the
2 maximum rate of pay for the class.

3

4

5

SECTION 8.

6

CONVERSION

7

8 (a) All pay schedules in Ordinance 67811 shall continue in effect until the beginning of the
9 bi-weekly pay period starting concurrently with or after the effective date of this ordinance, and
10 then the rates to be paid to employee in positions of any classes for which a rate is established or
11 changed in Section 2(a)(1) of this ordinance shall become effective and be adjusted as follows:

12

13 (1) The salary of each employee whose pay range is established in Section 2(a) of
14 Ordinance 67811 shall have their current salary increased by a factor of two and one-half percent
15 (2.5%), rounded to the nearest whole dollar or the minimum of the salary range, whichever is
16 greater and then placed into the appropriate step established in this ordinance as determined by
17 the Chief Medical Examiner.

18

-or-

19 (2) The salary of each employee whose pay range is established in Section 2(a) of
20 Ordinance 67811 whose class has been allocated to a higher pay grade in the appropriate pay
21 schedule as determined by the Chief Medical Examiner shall have their current salary increased
22 by a factor of two and one-half percent (2.5%), rounded to the nearest whole dollar, whichever is
23 greater and then placed into the appropriate step established in this ordinance as determined by

1 the Chief Medical Examiner and additionally shall have their current salary increased to a rate,
2 rounded to the nearest whole dollar, which provides a five percent (5%) adjustment and then
3 placed in the appropriate step in their higher pay grade but not less than the minimum of the pay
4 range.

5
6 **(b)** The pay schedules in Section 2(a)(1) of this ordinance shall continue in effect until the bi-
7 weekly pay period starting June 21, 2009, at which time the rates to be paid to employees in
8 positions of any class for which a rate is established or changed in Section 2(a)(2) of this
9 ordinance shall become effective and be adjusted as follows:

10

11 (1) The salary of each employee whose pay range is established in Section 2(a)(2) of
12 this ordinance and whose class title remains unchanged or whose class title is changed to better
13 describe his/her position, without a substantial revision in the class of position shall have their
14 current salary increased by a factor of two and one-half percent (2.5%), rounded to the nearest
15 whole dollar or the minimum of the salary range, whichever is greater.

16

17 **(c)** The pay schedules in Section 2(a)(2) of this ordinance shall continue in effect until the bi-
18 weekly pay period starting June 20, 2010, at which time the rates to be paid to employees in
19 positions of any class for which a rate is established or changed in Section 2(a)(3) of this
20 ordinance shall become effective and be adjusted as follows:

21 (1) The salary of each employee whose pay range is established in Section 2(a)(3) of
22 this ordinance and whose class title remains unchanged or whose class title is changed to better
23 describe his/her position, without a substantial revision in the class of position shall have their

1 current salary increased by a factor of two and one-half percent (2.5%), rounded to the nearest
2 whole dollar or the minimum of the salary range, whichever is greater.

3

4 **(d)** No employee shall be reduced in salary by reason of the adoption of the new pay
5 schedules in this ordinance.

6

7 **(e)** The salary of an employee serving in a trainee position, which remains above the new
8 trainee rate for his/her position, shall remain unchanged.

9

10 **(f)** The Chief Medical Examiner may establish a special conversion procedure for a class or
11 position in the event that the Chief determines that a serious inequity would be created by the
12 application of the conversion procedures established in this Section 8.

13

14 **(g)** The Chief Medical Examiner shall establish such procedures as needed to place this
15 ordinance into effect and interpret its provisions.

16

17

18

SECTION 9.

19

PAYMENT OF SALARIES

20

21 All compensation for positions in the Medical Examiner's Office shall be paid bi-weekly.
22 The Chief Medical Examiner and Comptroller shall establish the procedure for listing employees
23 on the various payrolls. The payment due each employee for service, except as otherwise

1 provided, shall be made not later than sixteen (16) days after the end of the bi-weekly pay period.
2 In the event that an employee is dismissed or has been employed for occasional or emergency
3 work, the Comptroller may immediately pay the employee upon termination of service without
4 waiting for the regular bi-weekly pay date of the Department, Division, Section, or Office where
5 the employee worked.

6
7
8 **SECTION 10.**

9 **CHANGES TO CLASSIFICATION PLAN**

10

11 Whenever the Chief Medical Examiner finds it necessary to add a new class to the
12 classification plan, the Chief Medical Examiner shall allocate the class to an appropriate grade
13 and schedule in this ordinance, and notify the Board of Aldermen of this action.

14

15 Whenever the Chief Medical Examiner finds it necessary to change the pay schedule of
16 an existing class within the classification plan, the Chief Medical Examiner shall allocate the
17 class to the appropriate schedule in this ordinance, and notify the Board of Aldermen of this
18 action.

19

20 The pay grade allocated to a class of position within the classification plan shall remain
21 unchanged for the duration of the existing compensation ordinance. Whenever the Chief
22 Medical Examiner considers it necessary to change the pay grade of an established class of
23 position, such adjustment can only be made concurrent with the adoption of a new compensation

1 ordinance. Recommendation for the allocation of a new pay grade shall be made by the Chief
2 Medical Examiner for final approval by the Board of Aldermen.

3

4

5

SECTION 11.

6

PAYROLL FORMS

7

8 The Chief Medical Examiner shall prescribe forms on which appointing authorities shall
9 certify to the fact that a vacancy exists in a lawfully created position and to the lawful
10 appointment of a person to fill the position. The Chief Medical Examiner shall indicate on these
11 forms the proper allocation of the position and the rate at which payment is to be made. When
12 approved by the Chief Medical Examiner and submitted to the Comptroller, these forms shall
13 constitute authorization for the initial placing of a person's name on the payroll. The
14 Comptroller shall not authorize any change in the rate of pay of an individual on the payroll
15 unless approved by the Chief Medical Examiner. The Comptroller shall provide the Department
16 of Personnel with a copy of each payroll audited and found correct within twenty-one (21) days
17 after audit and approval of the payroll by the Comptroller's Office.

18

19

20

SECTION 12.

21

CERTIFICATION OF PAYROLL

22

1 Section Supervisors and Managers are prohibited from changing employee work
2 schedules to avoid the payment of overtime.

3

4 For purposes of determining overtime pay rates for non-exempt employees, the regular
5 hourly rate of pay shall be used.

6

7 **(b)** Any employee in a class which has been allocated to Overtime Code 2 in Section 1(a) of
8 this ordinance shall be compensated for overtime by granting the employee pay or compensatory
9 time off at the straight (1.0x) time rate. Each manager or supervisor shall designate and submit
10 to the Chief Medical Examiner the official work week or work cycle, which is usually forty (40)
11 hours, for all exempt (Code 2) positions in the work unit. Whenever a full-time employee in an
12 exempt (Code 2) position is directed by management, with the approval of the manager or
13 supervisor, to work hours in excess of the maximum established for an official work week or
14 work cycle it shall be considered overtime. In addition to the actual hours worked, authorized
15 paid time off (vacation, sick leave, compensatory time, holidays) shall count as hours worked for
16 the purpose of determining eligibility for overtime compensation. Straight time (1.0x) overtime
17 shall be compensated at the employee's regular hourly rate of pay, or by granting the eligible
18 employee compensatory time off at the rate of one hour for each hour of overtime worked. The
19 average number of scheduled hours in a bi-weekly pay period shall not be less than eighty (80)
20 for full-time employment. The regular hourly rate of pay for an exempt (Code 2) bi-weekly paid
21 employee shall be determined by dividing the employee's regular bi-weekly rate of pay by the
22 average number of regularly scheduled hours of work in a bi-weekly pay period.

23

1 (c) Part-time bi-weekly paid employees and employees paid on an hourly or per performance
2 basis shall be compensated for overtime work in accordance with the overtime provisions of this
3 section and with consideration for community practices in compensating similar employment.

4
5 (d) A manager or supervisor may compensate Overtime Code 1 employees at the straight-
6 time (1.0x) rate, when both of the following conditions exist: 1) the Mayor of the City of St.
7 Louis declares an emergency due to serious and protracted conditions which threaten continuous
8 Medical Examiner's Office, preservation of public peace, health, or safety, and 2) the manager or
9 supervisor directs an employee or group of employees to work in excess of forty (40) hours per
10 week. The manager or supervisor shall maintain attendance records of the assignment(s) and
11 submit such records at the request of the Chief Medical Examiner.

12
13 (e) Pay shall be the regular method of compensation for recorded overtime hours of work for
14 employees in classes with Overtime and Code 3. A manager or supervisor may compensate a
15 non-exempt bi-weekly paid employee for overtime work by granting the employee compensatory
16 time off in lieu of pay only if the employee requests compensatory time.

17
18 Employees engaged in public safety, emergency response or seasonal activity may have a
19 maximum balance of two hundred forty (240) hours of compensatory time; all other employees
20 are allowed a maximum balance of one hundred twenty (120) hours of compensatory time.
21 These maximum balances of compensatory time shall apply to employees working an average
22 work week of forty (40) hours; the maximum balance of compensatory time for employees
23 whose average work week is more or less than forty (40) hours shall be proportionate. No

1 provision of this section establishing a maximum balance of compensatory time shall serve to
2 cancel any compensatory time due to an employee or to deny an employee payment for recorded
3 compensatory time earned in accordance with the provisions of the compensation ordinance in
4 effect at the time the compensatory time was earned.

5
6 Each manager or supervisor shall establish procedures to assure that non-exempt
7 employees are promptly granted time off when such employees request to use their earned
8 compensatory time. Appointing authorities may not deny non-exempt employees' requests for
9 earned compensatory time off except when such approval would create an extreme business
10 hardship. When a manager or supervisor determines that the work schedule of the organization
11 will not permit the granting of such time off, the manager or supervisor shall pay the employee in
12 that same pay period for all or a portion equivalent to the time requested of the employee's
13 accrued compensatory time. This provision requiring the prompt granting of requested time off
14 applies only to compensatory time that is earned as a result of the employee working overtime; it
15 does not apply to compensatory time earned as a result of an incentive program or bonus award
16 program.

17
18 Compensatory time earned by exempt employees shall be granted to an employee at the
19 discretion of the manager or supervisor in one of the following ways: 1) on request of the
20 employee; 2) on termination of services with the City.

21 **(f)** Before an employee is transferred, promoted or demoted from a position under one
22 manager or supervisor to a position under another manager or supervisor or to another unit with a
23 different appropriation, all compensatory time shall be granted or paid. Upon the death of an

1 employee, the person or persons entitled by law to receive any compensation due to the
2 employee shall be paid any amount due to the employee on the date of death.

3
4 (g) All departments shall keep daily attendance records of classified employees and shall
5 submit periodic reports of: 1) unexcused absences and leaves; 2) reports of overtime earned,
6 granted, and paid; or 3) the nonoccurrence of same to the Chief Medical Examiner in the form
7 and on the dates specified.

8
9
10 **SECTION 14.**

11 **HOLIDAYS**

12
13 (a) Medical Examiner employees working full-time who are paid a bi-weekly rate shall be
14 entitled to leave with pay, pay, or compensatory time off in lieu of pay or paid leave for regularly
15 scheduled work on the following days:

16
17

<u>DATE</u>	<u>HOLIDAY</u>
18 January 1	New Years Day
19 Third Monday in January	Rev. Martin Luther King Jr. Day
20 Third Monday in February	Presidents' Day
21 Last Monday in May	Memorial Day
22 July 4	Independence Day
23 First Monday in September	Labor Day

1	November 11	Veterans' Day
2	Fourth Thursday in November	Thanksgiving Day
3	Day after Thanksgiving	Day after Thanksgiving
4	December 25	Christmas Day

5
6 In addition to the above enumerated holidays, full-time Medical Examiner employees
7 shall be entitled to leave with pay, pay, or compensatory time off in lieu of pay as established by
8 this Section 16 on any day or partial day the Mayor declares by proclamation the closing of City
9 offices.

10
11 Employees working full-time and paid a bi-weekly rate whose pay is established in
12 Sections 2(a)(1), 2(a)(2), or 2(a)(3) of this compensation ordinance shall receive leave with pay,
13 pay or compensatory time off in lieu of pay as holiday compensation in an amount that is
14 proportionate to the number of hours the employee is regularly scheduled to work in a day or
15 shift. For example: Employees working an average of forty (40) hours a week, five (5) days a
16 week, eight (8) hours a day shall receive eight (8) hours of compensation for the holiday;
17 employees working an average of forty (40) hours a week, four (4) days a week, ten (10) hours a
18 day shall receive ten (10) hours of compensation for the holiday.

19
20 When the day of observance of a holiday is changed by State or Federal law, it will be so
21 observed by the City of St. Louis. When the day of observance of a holiday is changed by State
22 or Federal executive action, the Mayor shall determine the day of observance by the City of St.
23 Louis. When one of the above enumerated holidays occurs on Sunday, the following Monday

1 shall be observed as the holiday. When one of the above holidays occurs on Saturday, the
2 preceding Friday shall be observed as the holiday.

3
4 **(b)** Each manager or supervisor shall determine the manner of granting holidays and shall
5 report his/her determination to the Chief Medical Examiner, if required by the Chief Medical
6 Examiner. When full-time employees are required to work on a holiday they shall be entitled to
7 compensation for the holiday and the hours actually worked. Compensation for the holiday shall
8 be in an amount proportionate to the number of hours an employee is regularly scheduled to
9 work in a day or shift.

10
11 Except as otherwise provided in this section, when a City holiday falls on an employee's
12 regularly scheduled day off, the employee shall be entitled to have compensatory time added to
13 his/her balance in an amount proportionate to the number of hours regularly scheduled in a day
14 or shift.

15
16 If an employee is docked from the payroll for one hour or more on the full scheduled
17 workday preceding a holiday, the full scheduled work day following a holiday, or on a scheduled
18 holiday, the employee shall not be compensated for the holiday.

19
20 The holiday compensation procedures established by this Section 16 shall apply to full-
21 time Medical Examiner employees paid a bi-weekly rate. Part-time bi-weekly paid employees
22 shall be compensated for holidays in proportion to the percentage of time they are regularly

1 scheduled to work. Employees paid on an hourly or per performance basis shall not be entitled
2 to holiday compensation, except as otherwise provided in this ordinance.

3

4 In the event that the holiday schedule established in this Section 16 is revised by
5 competent authority, employees who are granted compensatory time in lieu of all holidays shall
6 have their leave benefits adjusted accordingly. The Chief Medical Examiner may establish
7 additional or alternate holiday leave policies for employees occupying public safety positions
8 which qualify for the special overtime pay provisions under Federal law or for employees with
9 official work schedules authorized by the Chief Medical Examiner which exceed the normal
10 forty (40) hour weekly work schedule. Procedures developed in compliance with this Section 16
11 shall be designed to treat employees in the same manner who work substantially equivalent work
12 schedules.

13

14 (c) (1) Full-time Medical Examiner employees paid a bi-weekly rate who are regularly
15 scheduled to work an average of eighty (80) hours bi-weekly and who are employed on the
16 effective date of this ordinance shall have eight (8) hours of compensatory time added to their
17 balance on that date. The additional compensatory added to the balance of each employee shall
18 be treated as “Personal Leave” and shall be granted by the manager or supervisor in accordance
19 with procedures for granting compensatory time. These hours of compensatory time must be
20 taken between the effective date of this ordinance and June 20, 2009.

21 (2) Full-time classified employees paid a bi-weekly rate who are regularly scheduled
22 to work an average of eighty (80) hours bi-weekly and who are employed on June 21, 2009, shall
23 have eight (8) hours of compensatory time added to their balance on that date. The additional

1 compensatory added to the balance of each employee shall be treated as “Personal Leave” and
2 shall be granted by the manager or supervisor in accordance with procedures for granting
3 compensatory time. These hours of compensatory time must be taken between June 21, 2009,
4 and June 19, 2010.

5
6 (3) Full-time classified employees paid a bi-weekly rate who are regularly scheduled
7 to work an average of eighty (80) hours bi-weekly and who are employed on June 20, 2010, shall
8 have eight (8) hours of compensatory time added to their balance on that date. The additional
9 compensatory added to the balance of each employee shall be treated as “Personal Leave” and
10 shall be granted by the manager or supervisor in accordance with procedures for granting
11 compensatory time. These hours of compensatory time must be taken between the June 20, 2010
12 and June 18, 2011.

13
14
15 **SECTION 15.**

16 **VACATION**

17
18 Vacation leave with pay shall be granted to employees paid a bi-weekly rate in permanent
19 competitive positions working fifty percent (50%) time or more. The Chief Medical Examiner
20 may establish additional guidelines and policies to govern the administration of vacation leave
21 benefits in the Medical Examiner’s Office.

22

1 (a) Vacation shall be granted to employees with appointment date before April 23, 1989, as
 2 follows:

3	PAY ESTABLISHED		PAY ESTABLISHED	
	IN SECTION		IN SECTION	
	2(a) or 2(b)		2(c)	
6 Length of	Bi-Weekly	Annual	Bi-Weekly	Annual
7 <u>Cumulative Service</u>	<u>Accrual Rates</u>	<u>Equivalent</u>	<u>Accrual Rates</u>	<u>Equivalent</u>
8 1 but less than 5 years	5	130	3	78
9 5 but less than 10 years	6	156	5	130
10 10 but less than 15 years	7	182	6	156
11 15 but less than 20 years	8	208	7	182
12 20 but less than 25 years	9	234	8	208
13 25 or more years	10	260	9	234

14
 15 Employees whose pay is established in Sections 2(a)(1), 2(a)(2), or 2(a)(3) of this
 16 ordinance completing five (5) years of cumulative service, ten (10) years of cumulative service,
 17 fifteen (15) years of cumulative service, twenty (20) years or twenty-five (25) years of
 18 cumulative service shall have forty (40) hours of vacation added to their accrual. Thereafter,
 19 while employed those employees whose pay is established in Sections 2(a)(1), 2(a)(2), or 2(a)(3)
 20 shall accrue vacation at the rate established by Section 17(a).

21 (b) Vacation shall be granted to employees with appointment date on or after April 23, 1989,
 22 as follows:

23

1 PAY ESTABLISHED

2 IN SECTION

3 2(a) or 2(b) or 2(c)

4 Length of	Bi-Weekly	Annual
5 <u>Cumulative Service</u>	<u>Accrual Rates</u>	<u>Equivalent</u>
6 1 but less than 5 years	3	78
7 5 but less than 10 year	5	130
8 10 but less than 15 years	6	156
9 15 but less than 20 years	7	182
10 20 but less than 25 years	8	208
11 25 or more years	9	234

12

13 Employees whose pay is established in Sections 2(a)(1), 2(a)(2), or 2(a)(3) of this
14 ordinance completing five (5) years of cumulative service, ten (10) years of cumulative service,
15 fifteen (15) years of cumulative service, twenty (20) years of cumulative service, or twenty-five
16 (25) years of cumulative service shall have forty (40) hours of vacation added to their accrual.
17 Thereafter, while employed those employees whose pay is established in Sections 2(a)(1),
18 2(a)(2), or 2(a)(3) shall accrue vacation at the rate established by Section 16(b).

19

20 (c) All references in this ordinance to accrual rates, additions to, and accrual maximums for
21 vacation are for employees working a scheduled work week of forty (40) hours. Vacation rates,
22 additions and maximums shall be computed on a proportionate basis for employees whose
23 average work week is more or less than forty (40) hours. When an eligible employee's scheduled

1 (2) of return to duty from leave of absence;

2

3 (3) of restoration to employment of one-half (50%) time or more.

4

5 Vacation leave shall be granted in whole hour units. On termination of service, any
6 fractional hour shall be made whole. The accrual of vacation leave shall cease at the beginning
7 of terminal leave.

8

9 **(f)** Appointing authorities shall be responsible for establishing all vacation leave schedules,
10 but may not discipline employees by imposing unusual vacation schedules. Vacation shall be
11 granted to the employee at the discretion of the manager or supervisor as provided by this
12 ordinance in one of the following ways:

13

14 (1) When the employee requests vacation leave in accordance with departmental
15 policies.

16

17 (2) When directed to take paid time off by the manager or supervisor.

18

19 (3) When an employee is terminated or resigns from the Medical Examiner's Office.

20 (4) When an employee whose salary is established in Sections 2(a)(1), 2(a)(2), or
21 2(a)(3) reaches the established maximum accrual and would cease accruing vacation, the
22 employee may notify the manager or supervisor in writing of his/her intention to schedule
23 vacation. Such notice shall be at least seven (7) days prior to the first work day the employee

1 intends to take off. If the manager or supervisor fails to establish a different vacation schedule,
2 the employee may, at will and without assuming liability for disciplinary action, take the paid
3 leave, which was proposed in writing.

4
5 (5) All employees may request payment from the manager or supervisor for forty (40)
6 hours of vacation accrual in lieu of scheduling paid leave provided that the full vacation
7 allowance for that year is not exceeded. This may be done a maximum of once in each calendar
8 year. Management employees may request payment from the manager or supervisor for up to an
9 additional forty (40) hours of their vacation accrual balances in lieu of scheduling paid leave if
10 their schedules do not permit them to be absent from work

11
12 (g) During the first twelve (12) months of employment, accrued vacation may be granted to
13 an employee provided that the employee has completed six (6) months of continuous service.
14 When the service of an employee is terminated after twelve (12) months of continuous service,
15 any accumulated vacation that is due the employee shall be paid. When employment is
16 terminated before completing twelve (12) months of continuous service, any previously
17 advanced vacation leave shall be deducted from the employee's final pay.

18
19 (h) Employees who separate from the Medical Examiner's Office, who are certified from a
20 reemployment list, and who return to the Medical Examiner's Office within twenty-four (24)
21 months of the separation, will be given credit for prior continuous service in determining the
22 vacation accrual rate in accordance with Section 16(a) or 16(b) of this ordinance and based on
23 the date of the employee's original appointment.

1 supervisor without a break in service or change in method of pay. Upon the death of an
2 employee, the person or persons entitled by law to receive any compensation due the employee
3 shall be paid the amount due the employee for accrued vacation.

4
5 **(m)** With the approval of the manager or supervisor, a retiring employee may be paid on the
6 payroll for accrued vacation in the month prior to retirement without inclusion in the employee's
7 final average compensation. A manager or supervisor may pay previously accrued vacation off
8 in a lump sum to an employee whose service with the City has terminated. Such payment shall
9 be made on the employee's last regular paycheck. The lump sum payment shall include
10 compensation for any holidays occurring during the employee's terminal vacation leave period.

11
12 **(n)** Employees occupying excepted positions in the Medical Examiner's Office shall be
13 granted vacation at the discretion of their manager or supervisor. An employee whose term in an
14 excepted position ends and who is then appointed to a permanent competitive position working
15 fifty percent (50%) time or more shall become eligible to accrue vacation leave with pay upon
16 appointment to the competitive position. Length of cumulative service for the purpose of
17 determining rate of vacation leave accrual shall be based on the employee's original date of
18 appointment to the excepted position, providing there was no break in service between expiration
19 of the excepted position and appointment to the permanent competitive position. The date of
20 appointment to the permanent competitive position shall be used to determine the appropriate
21 rate of vacation accrual for the corresponding length of cumulative service in accordance with
22 the schedule established in Section 16(b).

23

1 (o) Appointing authorities shall report leave with pay for vacation and such other authorized
2 absences as the Chief Medical Examiner shall designate to the Comptroller in such form and at
3 such time as the Chief Medical Examiner may require.

4

5

6

SECTION 16.

7

SICK LEAVE

8

9 (a) Sick leave with pay shall be granted to bi-weekly rate employees in permanent
10 competitive positions working fifty percent (50%) time or more in accordance with regulations
11 and procedures established by the Chief Medical Examiner.

12

13 (1) All employees shall accrue three (3) hours of sick leave for each bi-weekly pay
14 period of employment. This accrual rate is established for employees working an average work
15 week of forty (40) hours. Sick leave shall be computed on a proportionate basis for employees
16 whose average work week is more or less than forty (40) hours. An eligible employee may be
17 granted paid sick leave by his/her manager or supervisor after completing twenty-six (26) weeks
18 of continuous service.

19

20 (2) Paid sick leave for maternity reasons shall be considered as temporary physical
21 disability and will be granted only for the period during which the employee is physically unable
22 to perform her job. Rules concerning maternity leave and other qualifying conditions shall be in
23 accordance with regulations and procedures established by the Chief Medical Examiner.

1 If management decides to send their employees or a group of employees' home due to
2 inclement weather, they will not lose their sick leave accrual for that pay period.

3
4 **(d)** All leave with or without pay for sickness, injury or physical inability to perform
5 assigned duties (including maternity leave) shall be recorded on the payroll or a subsidiary
6 document in the manner established by the Chief Medical Examiner. Compensation for periods
7 of absence from work when an employee sustains an injury by accident on the job shall be
8 governed by the provisions of Section 24 (Workers' Compensation and Disability Leave) of this
9 ordinance.

10
11 **(e)** An employee who is reemployed from an authorized layoff shall have his/her prior sick
12 leave balance restored, provided this balance has not been credited to the employee's length of
13 service in determining pension benefits paid to the retiree. An employee who is reemployed
14 from an authorized layoff and who has a positive sick leave balance and who completed twenty-
15 six (26) weeks of continuous employment prior to the layoff may take approved sick leave upon
16 reemployment.

17
18 **(f)** Each manager or supervisor shall institute procedures, in accordance with regulations
19 established by the Chief Medical Examiner that will discourage the improper use of sick leave
20 with pay. When an employee is removed from the payroll for absence not approved by the
21 manager or supervisor, the employee shall be notified promptly in writing.

1 (g) The Chief Medical Examiner may establish or authorize the creation of "Sick Leave
2 Bank" programs, and may issue and/or approve such regulations and guidelines as are necessary
3 for implementation.

4
5
6 **SECTION 17.**

7 **MILITARY LEAVE**

8
9 The City of St. Louis will follow all applicable state and federal laws on the granting of
10 military leave and reemployment rights.

11
12 Before military leave without pay is authorized, the employee shall present to the
13 employee's manager or supervisor evidence of such military service.

14
15 Upon the expiration of military leave of absence, the employee shall be reinstated to the
16 class of position he/she occupied at the time the leave was granted without breaking continuity of
17 service. Failure of an employee to report for duty within the time pursuant to state or federal law
18 shall be just cause for dismissal. The employee's accumulated leave balance(s) shall be restored
19 to the employee upon his/her return.

20
21
22 **SECTION 18.**

23 **EDUCATION REIMBURSEMENT**

1 Family and Medical Leave Act of 1993" as provided in this ordinance and under additional
2 provisions and regulations as determined by the Chief Medical Examiner.

3

4 **(a)** A manager or supervisor, with the approval of the Chief Medical Examiner, may grant an
5 employee in a full time position a general leave of absence without pay for a period of one year,
6 which may be extended, with the prior approval of the Chief Medical Examiner.

7

8 Upon the expiration of such leave of absence, the employee shall be reinstated to the full
9 time position he/she occupied at the time the leave was granted provided he/she is able to
10 perform the duties of the position. The employee shall be reinstated to the full time position at
11 the same relative rate in the salary range the employee occupied at the time the leave was
12 initiated. Failure of an employee to report for duty promptly at the expiration of the leave shall
13 be just cause for dismissal. If necessary to the efficient conduct of the business of the City, an
14 employee on leave other than military leave or qualifying family/medical leave may be notified
15 by the manager or supervisor, with the approval of the Chief Medical Examiner, to return prior to
16 the expiration of such leave. Failure of the employee to return within ten (10) days after receipt
17 of such notice shall terminate his/her leave of absence and be just cause for dismissal, subject to
18 any applicable federal, state or local regulations.

19 **(b)** The City of St. Louis will follow all applicable state and federal laws on the granting of
20 family/medical leave.

21

22 The Chief Medical Examiner shall establish additional rules, guidelines and procedures
23 for the effective administration of the City's "Family/Medical Leave Policy." The policy shall

1 comply with all provisions of the "Family/Medical Leave Act of 1993" and any amendments
2 thereafter.

3

4 (c) Any employee in a competitive position who is appointed to an excepted position in the
5 Medical Examiner's Office shall be granted an in-service leave without pay from the excepted
6 position during the term to which he/she is appointed to the excepted position. Such leave shall
7 be for the term of the appointment to the excepted position and until his/her successor qualifies.
8 Upon the expiration of the appointment to the excepted position, the employee shall be reinstated
9 to the competitive position he/she occupied immediately prior to the in-service leave. The
10 employee shall be reinstated to the full time position as a temporary promotion pursuant to
11 Section 6(a)(2) of this ordinance. Employees who are returned to a full time position shall retain
12 any vacation, compensatory time or sick leave balance in effect at the time of granting of the
13 leave of absence for appointment to the excepted position. Employees shall be given credit for
14 time spent in an excepted appointment in computing eligibility for additional vacation leave
15 accrual.

16

17 (d) In the event that emergency conditions occur which require the closing of City-operated
18 facilities or the temporary cessation of functions carried out by Medical Examiner employees,
19 the Mayor of the City of St. Louis may declare an emergency and require an employee or group
20 of employees to take leaves of absence with or without pay while such emergency conditions
21 exist. In the event that the Mayor requires that the leave of absence be without pay, an employee
22 with vacation or accrued compensatory time may elect to take the accrued time off with pay in
23 lieu of all or a part of such non-paid leave of absence. Such non-paid leave of absence shall not

1 interrupt continuity of service for vacation accrual. An emergency leave of absence declared by
2 the Mayor shall not exceed ninety (90) days.

3
4 (e) Employees who are granted general leaves of absence and other non-paid leaves of
5 absence, including investigative leaves of absence, except family/medical leave and military
6 leave, must take all accrued vacation at the start of the leave of absence. Employees who are
7 granted or placed on a non-paid leave of absence will not accrue vacation and sick leave during
8 the period of non-paid leave. Upon the expiration of such leaves of absence, the employee shall
9 follow the procedures as established in this Section 19 and any other applicable regulations and
10 procedures as established by the Chief Medical Examiner.

11
12 (f) In the event that a fiscal crisis occurs in the City of St. Louis, employees whose pay
13 schedule is designated by "M" may request to be docked without pay. The request must be in
14 writing at least two weeks prior to the dock and approved by a manager or supervisor. If
15 approved by a manager or supervisor, the dock will not affect any employee benefits including,
16 but not limited to, health insurance, pension calculations, anniversary dates, or any employee's
17 service rating or eligibility for promotion. Appointing authorities will still be required to make
18 all appropriate deductions for health insurance and pensions from their accounts.

19 (g) A manager or supervisor, with the prior approval of the Chief Medical Examiner, may
20 put an employee on investigative leave of absence without pay pending the outcome of criminal
21 charges pending against the employee.

22
23

1 shall pay compensation in accordance with the Missouri Workers' Compensation Law. The
2 Chief Medical Examiner and the City Counselor shall establish procedures for making the
3 payments required by the Missouri Workers' Compensation Law. The Comptroller shall
4 designate the fund or appropriation out of which such payment shall be made. Such
5 compensation shall be in addition to any life insurance benefits paid for by the City or by the
6 employee which is available to the employee's beneficiaries and also in addition to any benefit
7 provided by the Employees Retirement System of the City of St. Louis.

8
9
10 **SECTION 22.**

11 **WORKERS' COMPENSATION AND DISABILITY LEAVE**

12
13 (a) Any employee in the Medical Examiner's Office whose class title and grade are
14 established in Section 1(a) and denoted by the suffix "G," or "M," of this ordinance, including
15 employees who are compensated on a per performance or unit of work basis, who shall suffer
16 personal injury by accident or occupational disease arising out of and in the regular course of
17 employment while engaged in or about the premises where an employee's duties are being
18 performed or where an employee's presence is required as part of his/her employment, shall
19 promptly report such injury by accident or occupational disease to his/her immediate supervisor.
20 The supervisor shall in turn report, through the manager, all facts concerning the incident to the
21 City Counselor and the Chief Medical Examiner. The manager shall promptly provide such
22 written information and recommendations as may be requested by the City Counselor to aid in
23 making the determination of the period of disability.

1 procedure, a trial in prosecuting accused criminals (or for jury service in Federal Court). Any bi-
2 weekly paid employee, when so subpoenaed as a prosecution witness or whose presence is
3 required as a part of a grand jury inquiry, shall report such fact within seventy-two (72) hours to
4 his/her manager or supervisor and shall give the manager or supervisor in writing the date and
5 time his/her presence is required for such criminal prosecution. Each manager or supervisor
6 shall establish controls to assure that any paid leave is actually required by the prosecuting
7 authority. A manager or supervisor may require an employee to furnish satisfactory evidence of
8 being required to be off the job and that all time off was in connection with the prosecution of
9 the case. This procedure shall apply for employee participation in criminal prosecution in State
10 or Federal Courts.

11

12

13

SECTION 24.

14

DEFERRED COMPENSATION

15

16 (a) Authority is hereby granted for the establishment of a deferred compensation plan for the
17 City of St. Louis-Medical Examiner's Office.

18

19 (b) In accordance with the regulations applicable to the plan, as set out herein, the
20 Comptroller is authorized to enter into an agreement with eligible participants, whereby said
21 participants may designate a portion of their future earnings to be deducted by the City and
22 placed in a fund to be designated "City of St. Louis Deferred Compensation Plan Fund" for the
23 purpose of providing tax deferred benefits to the participants upon retirement.

1 (a) "Final Average Compensation" is equal to one-half of the sum of (1) and (2) below:

2

3 (1) The annual compensation received by a member for the two (2) consecutive years
4 of creditable service in which the highest compensation was received preceding the termination
5 of his/her employment, and

6

7 (2) The balance of a member's sick leave pay as accrued on the date of retirement *less*
8 sick leave hours paid to the member upon termination of his/her employment and *less* sick leave
9 hours considered as creditable service for the purpose of determining eligibility for retirement
10 benefits, except that said balance cannot exceed twenty-five percent (25%) of a member's total
11 sick leave as accrued on the date of retirement.

12

13 (b) If a member has less than two (2) consecutive years of creditable service his/her final
14 average compensation shall be equal to the sum of (1) and (2) below, divided by (3) below and
15 then multiplied by (4) below:

16

17 (1) The sum of monthly compensation received by the member for each consecutive
18 month of creditable service immediately preceding the termination of his/her employment, and

19 (2) The balance of a member's sick leave pay as accrued on the date of retirement *less*
20 sick leave hours paid to the member upon termination of his/her employment and *less* sick leave
21 hours considered as creditable service for the purpose of determining eligibility for retirement
22 benefits, except that said balance cannot exceed twenty-five percent (25%) of a member's total
23 sick leave as accrued on the date of retirement.

1 A member's sick leave balance at time of retirement less the sum of (a), (b), and (c)
2 below shall be considered as additional creditable service for calculation of retirement benefits
3 under any provision of this ordinance:

4
5 (a) Sick leave hours considered as creditable service for the purpose of determining
6 eligibility for retirement benefits, and

7
8 (b) Sick leave hours paid to the member upon termination of his/her employment, and

9
10 (c) Sick leave hours used in determining final average compensation.

11
12
13 **SECTION 26.**

14 **SEVERABILITY**

15
16 The sections of this ordinance shall be severable. In the event that any section of this
17 ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections of
18 this ordinance are valid, unless the court finds the valid sections of the ordinance are so essential
19 and inseparably connected with and dependent upon the void section that it cannot be presumed
20 that the Aldermen would have enacted the valid sections without the void ones, or unless the
21 court finds that the valid sections standing alone are incomplete and are incapable of being
22 executed in accordance with the legislative intent.

1	Compensatory Time.....	14, 15
2	For Overtime.....	14
3	In Lieu of Holiday.....	15
4	Maximum Balance.....	15
5	Continuous Service.....	7
6	For Salary Increase.....	7
7	For Vacation.....	14
8	Conversion to New Pay Schedule.....	8
9	Death Benefit.....	21
10	Deferred Compensation.....	24
11	Disability Leave.....	22
12	Education Assistance.....	18
13	Employment Cycle.....	13
14	Employment Schedule.....	13
15	Holidays.....	15
16	Employees Excluded.....	15, 2
17	Incentive and Award Program.....	2(i)
18	Insurance Benefits.....	20
19	Jury Leave.....	23
20	Leaves of Absence.....	19
21	Emergency.....	19(d)
22	Excepted Positions, Coverage of.....	19(c)
23	Family/Medical.....	19

1	Fiscal Crisis.....	19(f)
2	Investigative.....	19(g)
3	Military Leave.....	19
4	Overtime	13
5	Pay	
6	Advanced Skills	2
7	Bi-Weekly Scales.....	2
8	Continuous Service for Increase	6
9	Decreases	6
10	Demotion.....	5
11	Holiday.....	15
12	Hourly Rates	2
13	Income Sources.....	7
14	Within Range and Exceptional Performance Increases	6
15	On-Call Rates.....	2
16	Overtime	14
17	Per Performance Rates.....	2
18	Promotion.....	5
19	Reallocation	5
20	Recruitment Rate	5
21	Reemployment Rate.....	5
22	Retention.....	6
23	Salary Range Limitations.....	4

1	Starting Salaries	4
2	Shift Differential	2(b)
3	Trainee Rates	2
4	Transfer	5
5	Units of Work	2(i)
6	Vehicle Maintenance and Use Allowance	2(r)
7	Weekend Differential	2(f)
8	Payroll	11, 12
9	Retirement	25
10	Severability	26
11	Sick Leave	16
12	Suggestion Program	2
13	Vacation	15
14	Employees Excluded	15,2(i)
15	Workers' Compensation	22
16		
17	Approved:	