

1           **BOARD BILL # 305           INTRODUCED BY ALDERMAN STEPHEN GREGALI**

2  
3           An ordinance to regulate employer and employee working relationships between the City  
4 of St. Louis Medical Examiner’s Office and all employees under the Medical Examiner,  
5 including a compensation plan, terms and conditions of employment, benefits, leaves of absence,  
6 and authorization for a Deferred Compensation Plan; repealing Ordinance 66401, approved June  
7 8, 2004; allocating certain other employees to a grade with rate and including an emergency  
8 clause. The provisions of the sections contained in this ordinance shall be effective beginning  
9 with the bi-weekly pay period starting December 24, 2006.

10  
11           **BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

12  
13                           **SECTION 1.**  
14                           **ALPHABETICAL LIST OF CLASSES**

15  
16 (a)       Beginning with the bi-weekly pay period starting December 24, 2006, the following  
17 positions in the Medical Examiner’s Office with bi-weekly rates are hereby allocated as listed  
18 below and adopted as the Pay Classification Plan of the Medical Examiner’s Office:

19  
20

<b>TITLE</b>	<b>CODE</b>	<b>GRADE/ SCHEDULE</b>	<b>OVTM</b>
<b>Administrative Secretary</b>	<b>1137</b>	<b>13G</b>	<b>3</b>
<b>Autopsy Technician</b>	<b>5411</b>	<b>09G</b>	<b>3</b>
<b>Autopsy Technician Supervisor</b>	<b>5412</b>	<b>10G</b>	<b>3</b>
<b>Computer Operator I</b>	<b>1323</b>	<b>10G</b>	<b>3</b>
<b>Computer Operator II</b>	<b>1324</b>	<b>11G</b>	<b>3</b>
<b>Computer Operator III</b>	<b>1325</b>	<b>12G</b>	<b>3</b>
<b>Computer Programmer I</b>	<b>1331</b>	<b>13G</b>	<b>3</b>
<b>Computer Programmer II</b>	<b>1332</b>	<b>14G</b>	<b>3</b>
<b>Computer Programmer III</b>	<b>1333</b>	<b>15G</b>	<b>3</b>
<b>Custodian/Courier</b>	<b>3711</b>	<b>06G</b>	<b>3</b>
<b>Document Specialist I</b>	<b>5643</b>	<b>11G</b>	<b>3</b>
<b>Document Specialist II</b>	<b>5644</b>	<b>12G</b>	<b>3</b>
<b>Executive Assistant to the Chief Medical Examiner</b>	<b>1735</b>	<b>18M</b>	<b>1</b>
<b>Executive Secretary</b>	<b>1136</b>	<b>14G</b>	<b>3</b>
<b>Forensic Office Administrator I</b>	<b>1621</b>	<b>18M</b>	<b>3</b>
<b>Forensic Office Administrator II</b>	<b>1622</b>	<b>20M</b>	<b>1</b>
<b>Forensic Office Administrator III</b>	<b>1623</b>	<b>22M</b>	<b>1</b>
<b>Medical Transcriptionist</b>	<b>1122</b>	<b>11G</b>	<b>3</b>
<b>Medicolegal Investigation Supervisor</b>	<b>2355</b>	<b>15M</b>	<b>1</b>
<b>Medicolegal Investigator I</b>	<b>2351</b>	<b>13G</b>	<b>3</b>
<b>Medicolegal Investigator II</b>	<b>2352</b>	<b>14G</b>	<b>3</b>
<b>Medicolegal Investigator III</b>	<b>2353</b>	<b>16G</b>	<b>3</b>
<b>Medicolegal Investigator IV</b>	<b>2354</b>	<b>17G</b>	<b>1</b>
<b>Morgue Attendant</b>	<b>5410</b>	<b>08G</b>	<b>3</b>

1	<b>Record File Clerk</b>	<b>1111</b>	<b>09G</b>	<b>3</b>
2	<b>Secretary</b>	<b>1132</b>	<b>10G</b>	<b>3</b>
3	<b>Telephone Operator</b>	<b>1161</b>	<b>06G</b>	<b>3</b>
4	<b>X-ray Technician</b>	<b>5441</b>	<b>11G</b>	<b>3</b>
5	<b>Intern - Level 1</b>	<b>9991</b>	<b>00I</b>	<b>3</b>
6	<b>Intern - Level 2</b>	<b>9992</b>	<b>00I</b>	<b>3</b>
7	<b>Intern - Level 3</b>	<b>9993</b>	<b>00I</b>	<b>3</b>
8	<b>Intern - Level 4</b>	<b>9994</b>	<b>00I</b>	<b>3</b>
9	<b>Intern - Level 5</b>	<b>9995</b>	<b>00I</b>	<b>3</b>
10	<b>Intern - Level 6</b>	<b>9996</b>	<b>00I</b>	<b>3</b>
11				

12 **SECTION 2.**  
13 **OFFICIAL PAY SCHEDULE FOR CLASSIFICATION GRADES**

14  
15 The Medical Examiner is hereby adopting as the compensation schedule for all grades  
16 established in Section One of this ordinance, the following ranges of salary.

17  
18 **(a) GENERAL, PROFESSIONAL, AND MANAGEMENT PAY SCHEDULE:**

19  
20 The following bi-weekly pay schedule for all pay grades denoted with the suffix "G" or  
21 "M" shall become effective beginning with the bi-weekly pay period starting  
22 December 24, 2006:  
23

24 **BI-WEEKLY RANGE OF PAY IN WHOLE DOLLARS**

25	<b>GRADE</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
26	5	650	975
27	6	708	1062
28	7	773	1158
29	8	842	1262
30	9	917	1375
31	10	999	1500
32	11	1090	1635
33	12	1188	1782
34	13	1314	1973
35	14	1512	2268
36	15	1738	2609
37	16	2000	2999
38	17	2300	3451
39	18	2644	3968
40	19	3042	4563
41	20	3499	5247
42	21	3778	5667
43	22	4080	6120
44			

1  
2  
3  
4 **(b) SHIFT DIFFERENTIAL:** Shift differential shall be paid for certain work assignments.  
5 The Chief Medical Examiner shall determine the work assignments for which shift differential  
6 will be paid. The assignment or removal of an employee from a work assignment having a shift  
7 differential shall be determined by the Chief Medical Examiner and will not constitute a  
8 promotion, demotion, advancement or reduction in pay. The shift differential shall be added to  
9 the employee's regular bi-weekly rate.

10  
11 (1) In order for an employee to be eligible for shift differential compensation for a  
12 work shift, the employee must regularly work a shift that requires the completion of four (4)  
13 continuous hours of work between the hours of 4:00 p.m. and 8:00 a.m. the following morning.  
14 Employees who are regularly assigned to work schedules that require them to rotate among three  
15 shifts (day, evening, night) on a bi-monthly or more frequent basis shall be eligible for shift  
16 differential compensation for all three shifts worked.

17  
18 For employees whose pay range is established in Section 2(a) the shift differential  
19 premium shall be 1% of the employee's regular base bi-weekly rate for each eligible shift worked  
20 in a bi-weekly pay period.

21  
22 (2) Except as otherwise provided in this ordinance, shift differential shall not be paid  
23 to employees compensated on an hourly or per performance basis, or bi-weekly paid employees  
24 who work part-time. Neither shall shift differential be paid to full-time regular employees  
25 docked for any portion of an eligible shift.

26  
27 (3) An employee whose pay range is established in Section 2(a) shall receive shift  
28 differential for working a portion of an eligible shift. Shift differential shall only be paid for  
29 whole hours worked, providing the portion of the shift not worked is charged to paid leave. A  
30 fraction of an hour shall not be counted toward the payment of the differential. An employee  
31 whose pay range is established in Section 2(a) shall not receive shift differential compensation  
32 for any overtime worked that is not part of their regular schedule.

33  
34 **(d) WEEKEND DIFFERENTIAL:** When employees whose pay range is established in  
35 Section 2(a) work on a Saturday and/or Sunday they may be eligible for weekend differential.  
36 This differential shall be 1% of an employee's base bi-weekly rate and shall not be paid for any  
37 overtime worked that is not part of an employee's regular schedule. An employee shall receive  
38 weekend differential for working a portion of an eligible day. This differential shall only be paid  
39 for whole hours worked, providing the portion of the day not worked is charged to paid leave.  
40 Weekend differential shall not be paid to employees compensated on an hourly or per  
41 performance basis or bi-weekly paid employees who work part-time. Neither will the weekend  
42 differential be paid to full-time regular employees docked for any portion of a day on which the  
43 differential would otherwise be paid.

44  
45 **(e)** The Chief Medical Examiner may establish per performance rates of pay, hourly rates of  
46 pay, or rates of pay for units of work and the conditions for making of any such payments. Such

1 per performance, hourly, or unit-of-work rates may be computed from the bi-weekly scales  
2 established in this ordinance. Per performance, hourly, or unit-of-work rates shall be established  
3 considering the nature of employment, community practices in compensating similar  
4 employment, and the purpose of the program for which the rate is established. Employees paid  
5 per performance, hourly, or unit-of-work rates of pay shall not be entitled to vacation, sick leave  
6 or holiday leave with pay or other benefits accorded employees paid on a bi-weekly basis except  
7 that an appointing authority, and when sufficient funds have been appropriated for the fiscal  
8 year, may establish a modified level or type of benefit program when the provision of such  
9 benefit is needed in order to attract and retain sufficiently qualified employees to work in  
10 specific per performance, hourly, or unit-of-work assignments.

11  
12 The Chief Medical Examiner will not utilize per performance and hourly employees as a  
13 method of replacing bi-weekly paid employees who would be entitled to employee benefits.  
14 Therefore, per performance and hourly employees will be limited to an equivalent of ten (10)  
15 months of full time employment per year.

16  
17 **(f)** The Chief Medical Examiner may establish trainee rates of pay. Such trainee rates may  
18 be established on an hourly, per performance or bi-weekly basis and shall be less than the rate  
19 paid to a regular employee.

20  
21 **(g)** The Chief Medical Examiner may establish rates and conditions under which  
22 compensation may be granted for periods of time during which an employee is away from the  
23 job site but restricted in his/her activities because of an assignment by the appointing authority to  
24 be available for a call to return to the work site to perform emergency duties. Pay rates and  
25 conditions established under the provisions of this Section 2(e) may include reasonable minimum  
26 pay guarantees for employees required to return to the work site to perform emergency duties.

27  
28 The provisions of this Section 2(e) shall not be construed to restrict the right of an  
29 appointing authority to establish call back procedures for employees as an established condition  
30 of employment.

31  
32 **(h)** The Chief Medical Examiner may authorize payment of special recruitment bonuses,  
33 travel, moving and related expenses to recruit employees for positions when funds for this  
34 purpose are appropriated to the Medical Examiner.

35  
36 **(i)** The Chief Medical Examiner may approve the payment of hiring incentives to current  
37 employees to recruit qualified personnel for positions that are difficult to fill. Hiring incentives  
38 shall be in any amount up to twenty-five percent (25%) of the annual salary of the position for  
39 which the recruitment is made.

40  
41 **(j)** (1) The Chief Medical Examiner may establish a program of cash awards or other  
42 incentives for an employee or group of employees to recognize and reward increased  
43 productivity or effectiveness. The incentives offered under the program may include cash, paid  
44 time off and such other reasonable incentives as the Chief Medical Examiner may determine.  
45 Cash awards shall be made from the personal services appropriation of the unit, the account from  
46 which the employee's salary is paid or from a general appropriation for this purpose.

1  
2           (2)     The Chief Medical Examiner may establish a program of cash awards or other  
3 incentives, not to exceed ten percent (10%) of annual salary, for the purpose of providing  
4 additional compensation for employees who are fluent in a foreign language and who use this  
5 skill in the necessary and regular recurring performance of the duties of their position. Cash  
6 awards shall be made from the personal services appropriation of the unit, the account from  
7 which the employee's salary is paid or from a general appropriation for this purpose. Cash  
8 awards and incentives under this program shall be made in accordance with guidelines  
9 established by the Department of Personnel.

10  
11           (3)     Notwithstanding any other provision in this ordinance, the Chief Medical  
12 Examiner is authorized to establish a program of incentives not to exceed twenty-five percent  
13 (25%) of the maximum of the pay range for the purpose of compensating positions which are  
14 extremely hard to fill.

15  
16           **(k)**     An employee who is appointed to a position requiring advanced technical skills or  
17 professional qualifications may be paid at a rate up to ten percent (10%) higher than prescribed  
18 for the class in Section 2 of this ordinance on recommendation of the Chief Medical Examiner.  
19 Such advancement shall be made solely on the basis that the employee possesses exceptional  
20 academic qualifications related to the duties of the position or that the employee is registered or  
21 certified by an organization or board recognized by the Chief Medical Examiner to be especially  
22 suited, considering the duties of the position, and when such academic qualification, registration,  
23 or certification is not deemed a necessary qualification for the class of position. The Chief  
24 Medical Examiner may also establish other bonus, incentive, or reimbursement programs to  
25 encourage current employees to attain registration, licensure, certification, or proof of  
26 professional mastery when it is deemed to be in the best interest of the Medical Examiner's  
27 Office, or when such credentials are clearly recognized as adding to the capability of individuals  
28 in that area. Incentives, bonuses, or reimbursements awarded under such programs does not  
29 result in an employee being ruled ineligible for bonuses or salary increases permitted under other  
30 sections of this pay ordinance.

31  
32           **(l)**     Temporary assignment differential will be paid for certain assignments when a vacancy  
33 exists for any reason (e.g., separations, extended vacation, leave of absence, military leave, etc.)  
34 in a position with a higher pay grade, and will be granted for periods not lasting less than one pay  
35 period but not more than four (4) pay periods, in total. The Chief Medical Examiner will  
36 determine the assignments for which the temporary assignment differential will be paid. The  
37 assignment or removal of an employee from said assignment having a temporary assignment  
38 differential will be determined by the appointing authority and will not constitute a promotion,  
39 demotion, advancement, or reduction in pay. The temporary assignment differential shall be  
40 added to the employee's regular bi-weekly rate.

41  
42           For an employee whose pay range is established in Section 2(a), with the prior approval  
43 of the Chief Medical Examiner, temporary assignment differential will be ten percent (10%) of  
44 the employee's regular base bi-weekly rate for each bi-weekly period worked, not to exceed four  
45 (4) pay periods.

1 (m) Medical Examiner employees who are required by the Chief Medical Examiner to  
2 routinely use their personal vehicle in the performance of their duties shall be compensated by  
3 using a vehicle maintenance and use allowance of two-hundred forty dollars (\$240.00) per  
4 month.

5  
6 **SECTION 3.**  
7 **SALARY RANGE LIMITATIONS**  
8

9 No employee in the Medical Examiner's Office shall be paid at a rate lower than the  
10 minimum or higher than the maximum of the salary range established for the class to which  
11 his/her position has been allocated, except as otherwise provided in this ordinance.  
12

13 **SECTION 4.**  
14 **STARTING SALARY**  
15

16 (a) The rate of pay for a position to be paid upon original appointment to the class shall be  
17 determined by the Chief Medical Examiner for the position.  
18

19 (b) Except as otherwise provided in this ordinance, the minimum rate of pay for a position  
20 shall be paid upon original appointment to the class unless the Chief Medical Examiner finds that  
21 it is difficult to secure the services of persons with minimum qualifications or experienced  
22 qualified persons at the minimum rate.  
23

24 The Chief Medical Examiner may establish a recruitment rate for a single position or all  
25 positions in a class and authorize employment at an amount above the minimum but within the  
26 regular range of salary established for the class. When a recruitment rate is established for an  
27 entire class, employees in such class may have their salaries adjusted to appropriate rates in the  
28 new range resulting from the establishment of the recruitment rate.  
29

30 In the event that the Chief Medical Examiner finds that it is difficult to secure the  
31 services of sufficient numbers of employees for a class or occupational series after a diligent  
32 recruitment effort, the Chief Medical Examiner may, establish a new maximum rate for the  
33 class(es) which is not more than twenty-five percent (25%) above the maximum established in  
34 this ordinance.  
35

36  
37 **SECTION 5.**  
38 **PROMOTION, DEMOTION, REALLOCATION,**  
39 **TRANSFER AND TEMPORARY PROMOTION**  
40

41 An employee who is transferred, promoted, demoted, or whose position is reallocated  
42 after the effective date of this ordinance, shall have his/her rate of pay for the new position  
43 determined as follows:  
44

1 (a) Promotion: This shall be defined as a change of an employee in the Medical Examiner's  
2 Office from a position of one class to a position of another class with a higher pay grade or a  
3 higher starting minimum salary.  
4

5 (1) When an employee is promoted to a position in the General or Management Pay  
6 Schedule, the employee's salary shall be set at a rate which is five percent (5%) higher than the  
7 rate received immediately prior to promotion. The Chief Medical Examiner may pay an  
8 employee up to twenty percent (20%) when such action is needed to attract experienced,  
9 qualified candidates for a position. Such salary determinations shall take into consideration the  
10 nature and magnitude of the accretion of duties and responsibilities resulting from the promotion.  
11 However, no employee shall be paid less than the minimum rate nor more than the maximum  
12 rate for the new class of position, except as otherwise provided in this ordinance.  
13

14 (2) Temporary Promotions: Promotions of classified employees whose salary ranges  
15 are established in Section 2(a) regardless of status, made for a limited duration, shall result in a  
16 salary adjustment as in Paragraph (a)(1) of this Section. Upon expiration of the temporary  
17 promotion, the employee shall be returned to his/her former rate of pay, adjusted by any  
18 increases the employee may have received in the absence of the temporary promotion. In no  
19 case shall the employee's salary be above the maximum of the salary range.  
20

21 (b) Demotion: This shall be defined as a change of an employee in the Medical Examiner's  
22 Office from a position of one class to a position of another class which has a lower pay grade and  
23 a lower starting minimum salary.  
24

25 (1) If an employee is demoted for disciplinary reasons his/her rate of pay shall be  
26 established at a rate within the range for the new position to be determined by the Chief Medical  
27 Examiner.  
28

29 (2) If an employee accepts a voluntary demotion, his/her rate of pay shall be reduced  
30 to a rate within the range for the new position which is five percent (5%) lower than the rate  
31 received immediately prior to demotion, except that employees who are in a working test period  
32 and demote to their previous class of position or pay grade, will return to the rate received  
33 immediately prior to the promotion, plus any adjustments as otherwise provided in this  
34 ordinance. No employee shall be paid less than the minimum nor more than the maximum rate  
35 for the new class of position, except as otherwise provided in this ordinance.  
36

37 (3) When an employee is demoted for reasons in the best interest of the Medical  
38 Examiner's Office as determined by the Chief Medical Examiner, his/her salary shall not be  
39 reduced by reason of the new salary range and grade. If the salary of such employee is above the  
40 maximum for the new position the employee's salary shall not be increased so long as he/she  
41 remains in the position, except as otherwise provided by this ordinance.  
42

43 (c) Reallocation:  
44

45 (1) The salary of an employee, which is in excess of the maximum of the range  
46 prescribed by this ordinance for the class and grade to which his/her position has been allocated

1 or may be reallocated, shall not be reduced by reason of the new salary range and grade. The  
2 salary of such employee shall not be increased so long as he/she remains in the class of position,  
3 except as otherwise provided by this ordinance.  
4

5 (2) If the employee's position is reallocated to a class in a lower pay grade and the  
6 employee's rate of pay for the previous position is within the salary range of the new position,  
7 his/her salary shall remain unchanged.  
8

9 (3) The salary of an employee whose position is allocated to a class in a higher pay  
10 grade shall be determined in accordance with the provisions of this Section 5 (a)(1) relating to  
11 salary advancement on promotion.  
12

13 (d) Transfer: The salary rate of an employee who transfers to a different position in the same  
14 class, or from a position in one class to a position in another class in the same pay grade, shall  
15 remain unchanged, provided that no employee shall be paid less than the minimum rate nor more  
16 than the maximum rate for the new class of position, except as otherwise provided in this  
17 ordinance.  
18

19 **SECTION 6.**  
20 **SALARY ADJUSTMENT**  
21

22 Salary adjustments for all employees in Medical Examiner positions shall be based on  
23 considerations of merit or success in fulfilling predetermined goals and objectives as herein  
24 provided.  
25

26 (a) Full time positions for which salary is established in Section 2(a) - General, and  
27 Management Schedule  
28

29 (1) Any employee whose salary is established in the General or Management  
30 Department Pay Schedule shall receive a service rating in accordance with the Service Rating  
31 Manual. There shall be no within range increase as a result of an employee's service rating from  
32 January 2007, to the effective date of the next pay ordinance.  
33

34 (2) A non-exempt (overtime code 3) employee whose pay is established in Section  
35 2(a) of this ordinance receives an Overall Rating of "Unsuccessful" as defined by the Service  
36 Rating Manual, shall have his/her salary reduced as determined by the standards established in  
37 the service rating manual.  
38

39 (b) As used in this ordinance, "anniversary date" means the date following fifty-two (52)  
40 weeks of continuous service from the date of original appointment or from the date of the last  
41 salary adjustment, if other than a temporary reduction in pay for disciplinary reasons, a demotion  
42 or an across-the-board ordinance increase, an increase resulting from an authorized incentive  
43 program, or an upgrade of the classification concurrent with adoption of the ordinance. Absence  
44 from service as a result of any authorized paid leave, suspensions, military leave, or  
45 family/medical leave will not interrupt continuous service. Absence from service for any other  
46 cause shall result in breaking continuity of service and establishment of a new anniversary date,

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1 except as otherwise provided in this ordinance. The Chief Medical Examiner may authorize  
2 different anniversary dates for an employee or groups of employees.

3  
4 **(c)** The Chief Medical Examiner may evaluate the performance of an employee whose salary  
5 is established in Section 2(a) of this ordinance for the purpose of a salary adjustment only at  
6 intervals as described above except in the case of:

7  
8 (1) Exceptional performance of duties:

9  
10 The section supervisor, with the prior approval of the Chief Medical Examiner, of an  
11 employee who demonstrates exceptional performance of duties or outstanding qualifications  
12 may, with the approval of the department or agency head, advance the employee by not more  
13 than ten percent (10%) after twenty-six (26) weeks of employment at the same rate in the salary  
14 range, which may be in addition to any merit increase received.

15  
16 (2) Substandard performance of duties:

17  
18 The section supervisor of an employee whose level of performance is significantly  
19 diminished and no longer warrants payment at the current rate within the range may be decreased  
20 to a lower rate in the salary range in accordance with the provisions of the service rating manual.

21  
22 The granting of any such increase or decrease in salary shall be made at the beginning of  
23 a payroll period, as determined by the Chief Medical Examiner, following approval of such  
24 salary action.

25  
26 **(d)** Excepted Position: The pay of an employee in an excepted position shall be adjusted  
27 within the range at the discretion of the Chief Medical Examiner for the position.

28  
29 **(e)** The Chief Medical Examiner may establish procedures for the review and approval of  
30 within range salary adjustments to correct or mitigate serious and demonstrable internal pay  
31 inequities. Salary adjustments under this provision shall preclude adjustments to compensate or  
32 reward employees for long-term or meritorious service. The Chief Medical Examiner may  
33 approve a within range salary adjustment in any whole dollar increment.

34  
35 **(f)** The pay of any employee may be decreased as a disciplinary action by a section  
36 supervisor to a lower rate within a salary range. Any such decrease shall be made in accordance  
37 with the Medical Examiner's policies and procedures and established disciplinary procedures.  
38 The decrease shall not be greater than fifteen percent (15%) of the current salary rate. In no case  
39 shall the decrease be below the minimum of the pay range for the class. The Chief Medical  
40 Examiner may determine that the pay decrease shall be effective for a specific number of bi-  
41 weekly pay periods provided, however, that such decrease shall not be effective for more than  
42 thirteen (13) bi-weekly pay periods.

43  
44 **(g)** An employee who is temporarily promoted shall be eligible for within range salary  
45 adjustments under provisions of this Section 6.

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

5 **SECTION 7.**  
6 **INCOME SOURCES**  
7

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

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

23 **SECTION 8.**  
24 **CONVERSION**  
25

26 (a) All pay schedules in Ordinance 66401, Section 2(a)(2) shall continue in effect until the  
27 pay period starting December 24, 2006, after which time the rates to be paid to employees in  
28 positions of any class for which a rate is established or changed in Section 2(a) of this ordinance  
29 shall become effective and be adjusted as follows:  
30

31 (1) The salary of each employee whose pay range is established in Section 2(a) of this  
32 ordinance and whose class title remains unchanged or whose class title is changed to better  
33 describe his/her position, without a substantial revision in the class of position shall have their  
34 current salary increased by a factor of three percent (3%), rounded to the nearest whole dollar or  
35 the minimum of the salary range, whichever is higher. This provision shall not apply to  
36 employees whose rate is deemed to be above the new maximum of the range as a result of  
37 demotion or reallocation.  
38

39 (2) The salary of each employee whose pay range is established in Section 2(a) of this  
40 ordinance and whose class has been allocated to a higher pay grade in the appropriate pay  
41 schedule, as determined by the Chief Medical Examiner, shall have their current salary increased  
42 to a rate, rounded to the nearest whole dollar, which provides a three percent (3%) increase or to  
43 the minimum of the new pay range, whichever is the greater.  
44

45 (b) No employee shall be reduced in salary by reason of the adoption of the new pay  
46 schedules in this ordinance.

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Sponsor: Alderman Gregali

1  
2 (c) The salary of any employee serving in a trainee position, which remains above the new  
3 trainee rate for his/her position, shall remain unchanged.  
4

5 (d) The Chief Medical Examiner may establish a special conversion procedure for a class or  
6 position in the event that the Chief determines that a serious inequity would be created by the  
7 application of the conversion procedures established in this Section 8.  
8

9 (e) The Chief Medical Examiner shall establish such procedures as are needed to place this  
10 ordinance into effect and interpret its provisions.  
11

12 **SECTION 9.**  
13 **PAYMENT OF SALARIES**  
14

15 All compensation for positions in the Medical Examiner's Office shall be paid bi-weekly.  
16 The Medical Examiner and Comptroller shall establish the procedure for listing employees on  
17 the various payrolls. The payment due each employee for service, except as otherwise provided,  
18 shall be made not later than sixteen (16) days after the end of the bi-weekly pay period. In the  
19 event that an employee is dismissed or has been employed for occasional or emergency work, the  
20 Comptroller may immediately pay the employee upon termination of service without waiting for  
21 the regular bi-weekly pay date of the Department, Division, Section, Office, Agency, Board or  
22 Commission where the employee worked.  
23

24 **SECTION 10.**  
25 **CHANGES TO CLASSIFICATION PLAN**  
26

27 Whenever the Chief Medical Examiner finds it necessary to add a new class to the  
28 classification plan, the Medical Examiner shall allocate the class to an appropriate grade and  
29 schedule in this ordinance, and notify the Board of Aldermen of this action.  
30

31 Whenever the Chief Medical Examiner finds it necessary to change the pay schedule of  
32 an existing class within the classification plan, the Chief Medical Examiner shall allocate the  
33 class to the appropriate schedule in this ordinance, and notify the Board of Aldermen of his  
34 action.  
35

36 The pay grade allocated to a class of position within the classification plan shall remain  
37 unchanged for the duration of the existing compensation ordinance. Whenever the Chief  
38 Medical Examiner considers it necessary to change the pay grade of an established class of  
39 position, such adjustment can only be made concurrent with the adoption of a new compensation  
40 ordinance. Recommendation for the allocation of a new pay grade shall be made by the Chief  
41 Medical Examiner for final approval by the Board of Aldermen.  
42

43 **SECTION 11.**  
44 **PAYROLL FORMS**  
45

1 The Comptroller shall not authorize any change in the rate of pay of an individual on the  
2 payroll unless approved by the Chief Medical Examiner. The Comptroller shall provide the  
3 Medical Examiner's Office with a copy of each payroll audited and found correct within twenty-  
4 one (21) days after audit and approval of the payroll by the Comptroller's Office.  
5

6 **SECTION 12.**  
7 **CERTIFICATION OF PAYROLL**  
8

9 The Chief Medical Examiner shall certify on each payroll or a subsidiary document that  
10 each person whose name appears on the payroll has been lawfully appointed at a salary provided  
11 by this ordinance and that the employee has actually worked the time for which he/she will be  
12 paid, subject to the provisions of this ordinance governing hours of work and leaves of absence  
13 in the Medical Examiner's Office.  
14

15 **SECTION 13.**  
16 **OVERTIME**  
17

18 (a) The Chief Medical Examiner shall determine those positions in the Medical Examiner's  
19 Office of the City of St. Louis which are exempt from overtime compensation and those  
20 positions which are not exempt from overtime compensation. The overtime codes established  
21 for each class in Section 1(a) of this ordinance shall be interpreted as follows:  
22

23 **OVERTIME CODE:**  
24

- 25 1 These classes are primarily managerial in nature, but may also include  
26 some professional or administrative classes that are ineligible for overtime  
27 pay under all but emergency conditions as described in Section 13(d) of  
28 this ordinance.  
29
- 30 2 These are supervisory, professional, and administrative classes that are  
31 exempt from overtime compensation, but which the City compensates for  
32 overtime at the straight (1.0x) time rate.  
33
- 34 3 These are non-exempt classes that receive overtime compensation at the  
35 one and one-half (1.5x) time rate.  
36

37 Any employee in a class which has been allocated to Overtime Code 3 (non-exempt) in  
38 this ordinance shall be compensated for overtime work in accordance with the provisions of this  
39 section. Each section within the department shall designate and submit to the Chief Medical  
40 Examiner the official work week and schedule or work cycle for all non-exempt positions in the  
41 work unit. Whenever an Overtime Code 3 employee works hours in excess of the maximum  
42 established for an official work week or work cycle, usually forty (40) hours in a work week,  
43 such hours shall be paid at the one-and-one-half time (1.5x) rate. In addition to the actual hours  
44 worked, authorized paid time off (vacation, sick leave, compensatory time, holidays) shall count  
45 as hours worked for the purpose of determining eligibility for overtime compensation.  
46

1 Section Supervisors are prohibited from changing employee work schedules to avoid the  
2 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 section supervisor shall designate and submit to the  
10 Chief Medical Examiner the official work week or work cycle for all exempt (Code 2) positions  
11 in the work unit. Whenever a full-time employee in an exempt (Code 2) position is directed by  
12 management, with the approval of the Chief Medical Examiner, to work hours in excess of the  
13 maximum established for an official work week or work cycle it shall be considered overtime.  
14 In addition to the actual hours worked, authorized paid time off (vacation, sick leave,  
15 compensatory time, holidays) shall count as hours worked for the purpose of determining  
16 eligibility for overtime compensation. Straight time (1.0x) overtime shall be compensated at the  
17 employee's regular hourly rate of pay, or by granting the eligible employee compensatory time  
18 off at the rate of one hour for each hour of overtime worked. The regular hourly rate of pay for  
19 an exempt (Code 2) bi-weekly paid employee shall be determined by dividing the employee's  
20 regular bi-weekly rate of pay by the average number of regularly scheduled hours of work in a  
21 bi-weekly pay period.

22  
23 **(c)** Part-time bi-weekly paid employees and employees paid on an hourly or per performance  
24 basis shall be compensated for overtime work in accordance with the overtime provisions of this  
25 section and with consideration for community practices in compensating similar employment.

26  
27 **(d)** The Chief Medical Examiner may compensate Overtime Code 1 employees at the  
28 straight-time (1.0x) rate, when both of the following conditions exist: 1) the Mayor of the City of  
29 St. Louis declares an emergency due to serious and protracted conditions which threaten  
30 continuous City service, preservation of public peace, health, or safety, and 2) the appointing  
31 authority directs an employee or group of employees to work in excess of forty (40) hours per  
32 week. The appointing authority shall maintain attendance records of the assignment(s) and  
33 submit such records at the request of the Chief Medical Examiner.

34  
35 **(e)** Pay shall be the regular method of compensation for recorded overtime hours of work for  
36 employees in classes with Overtime Code 3. The Chief Medical Examiner may compensate a  
37 non-exempt bi-weekly paid employee for overtime work by granting the employee compensatory  
38 time off in lieu of pay only if the employee requests compensatory time.

39  
40 Employees engaged in public safety, emergency response or seasonal activity may have a  
41 maximum balance of two hundred forty (240) hours of compensatory time; all other employees  
42 are allowed a maximum balance of one hundred twenty (120) hours of compensatory time.  
43 These maximum balances of compensatory time shall apply to employees working an average  
44 work week of forty (40) hours; the maximum balance of compensatory time for employees  
45 whose average work week is more or less than forty (40) hours shall be proportionate. No  
46 provision of this section establishing a maximum balance of compensatory time shall serve to

1 cancel any compensatory time due to an employee or to deny an employee payment for recorded  
2 compensatory time earned in accordance with the provisions of the compensation ordinance in  
3 effect at the time the compensatory time was earned.  
4

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

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

21 (f) Before an employee is transferred, promoted or demoted from a position under one  
22 appointing authority to a position under another appointing authority or to another unit with a  
23 different appropriation, all compensatory time shall be granted or paid. Upon the death of an  
24 employee, the person or persons entitled by law to receive any compensation due to the  
25 employee shall be paid any amount due to the employee on the date of death.  
26

27 (g) The Medical Examiner shall keep daily attendance records of full time employees and  
28 shall submit periodic reports of: 1) unexcused absences and leaves; 2) reports of overtime  
29 earned, granted, and paid; or 3) the nonoccurrence of same as may be required or requested in  
30 the form and on the dates specified.  
31

32 **SECTION 15.**  
33 **HOLIDAYS**  
34

35 (a) Medical Examiner employees working full-time who are paid on a bi-weekly basis shall  
36 be entitled to leave with pay, pay, or compensatory time off in lieu of pay or paid leave for  
37 regularly scheduled work on the following days:  
38

<u>DATE</u>	<u>HOLIDAY</u>
January 1	New Years Day
Third Monday in January	Rev. Martin Luther King Jr. Day
Third Monday in February	Presidents' Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
November 11	Veterans' Day

1 Fourth Thursday in November  
2 Day after Thanksgiving  
3 December 25

Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

4  
5 In addition to the above enumerated holidays, full-time Medical Examiner employees  
6 shall be entitled to leave with pay, pay, or compensatory time off in lieu of pay or paid leave as  
7 established by this Section 14 on any day or partial day the Mayor declares by proclamation the  
8 closing of City offices.  
9

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

19 When the day of observance of a holiday is changed by State or Federal law, it will be so  
20 observed by the City of St. Louis. When the day of observance of a holiday is changed by State  
21 or Federal executive action, the Mayor shall determine the day of observance by the City of St.  
22 Louis. When one of the above enumerated holidays occurs on Sunday, the following Monday  
23 shall be observed as the holiday. When one of the above holidays occurs on Saturday, the  
24 preceding Friday shall be observed as the holiday.  
25

26 **(b)** The Chief Medical Examiner shall determine the manner of granting holidays. When  
27 full-time employees are required to work on a holiday they shall be entitled to compensation for  
28 the holiday and the hours actually worked. Compensation for the holiday shall be in an amount  
29 proportionate to the number of hours an employee is regularly scheduled to work in a day or  
30 shift.  
31

32 Except as otherwise provided in this section, when a City holiday falls on an employee's  
33 regularly scheduled day off, the employee shall be entitled to have compensatory time added to  
34 his/her balance in an amount proportionate to the number of hours regularly scheduled in a day  
35 or shift.  
36

37 If an employee is docked from the payroll on the full scheduled workday preceding a  
38 holiday, the full scheduled work day following a holiday, or on a scheduled holiday, the  
39 employee shall not be compensated for the holiday.  
40

41 The holiday compensation procedures established by this Section 14 shall apply to full-  
42 time Medical Examiner employees paid a bi-weekly rate. Part-time bi-weekly paid employees  
43 shall be compensated for holidays in proportion to the percentage of time they are regularly  
44 scheduled to work. Employees paid on an hourly or per performance basis shall not be entitled  
45 to holiday compensation, except as otherwise provided in this ordinance.

1 In the event that the holiday schedule established in this Section 14 is revised by  
2 competent authority, employees who are granted compensatory time in lieu of all holidays shall  
3 have their leave benefits adjusted accordingly. The Chief Medical Examiner may establish  
4 additional or alternate holiday leave policies for employees occupying public safety positions  
5 which qualify for the special overtime pay provisions under Federal law or for employees with  
6 official work schedules authorized by the Chief Medical Examiner which exceed the normal  
7 forty (40) hour weekly work schedule. Procedures developed in compliance with this Section 14  
8 shall be designed to treat employees in the same manner who work substantially equivalent work  
9 schedules.

10  
11 (c) Full-time Medical Examiner employees paid on a bi-weekly rate basis who are regularly  
12 scheduled to work bi-weekly and who are employed on December 24, 2006, shall have eight (8)  
13 hours of compensatory time "Personal Leave" added to their balance on that date. The  
14 additional compensatory time added to the balance of each employee shall be treated as a  
15 "Personal Leave" and shall be granted by the Chief Medical Examiner in accordance with  
16 procedures for granting compensatory time. These hours of compensatory time must be taken  
17 between December 24, 2006, and December 31, 2007, and shall be taken as paid-leave time off  
18 and may not be granted as pay.

19  
20  
21 **SECTION 15.**  
22 **VACATION**  
23

24 Vacation leave with pay shall be granted to bi-weekly paid employees in permanent  
25 Medical Examiner positions working one-half (50%) time or more. The Chief Medical  
26 Examiner may establish additional guidelines and policies to govern the administration of  
27 vacation leave benefits in the Medical Examiner's Office.

28  
29 (a) Vacation shall be granted to employees with appointment date before April 23, 1989, as  
30 follows:

31  
32  
33 **PAY ESTABLISHED**  
34 **IN SECTION**  
35 **2(a)**  
36

Length of Cumulative Service	Bi-Weekly Accrual Rates	Annual Equivalent
1 but less than 5 years	5	130
5 but less than 10 years	6	156
10 but less than 15 years	7	182
15 but less than 20 years	8	208
20 or more years	9	234

37  
38  
39  
40  
41  
42  
43  
44  
45 Employees whose pay is established in Section 2(a) of this ordinance completing five (5)  
46 years of cumulative service, ten (10) years of cumulative service, fifteen (15) years of cumulative

1 service, or twenty (20) years of cumulative service shall have forty (40) hours of vacation added  
2 to their accrual. Thereafter, while employed those employees whose pay is established in  
3 Section 2(a), or 2 shall accrue vacation at the rate established by Section 15(a).

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

6  
7 PAY ESTABLISHED  
8 IN SECTION  
9 2(a)

10

11 Length of	Bi-Weekly	Annual
12 Cumulative Service	Accrual Rates	Equivalent
13 1 but less than 5 years	3	78
14 5 but less than 10 year	5	130
15 10 but less than 15 years	6	156
16 15 but less than 20 years	7	182
17 20 or more years	8	208

18

19 Employees whose pay is established in Sections 2(a) and of this ordinance completing  
20 five (5) years of cumulative service, ten (10) years of cumulative service, fifteen (15) years of  
21 cumulative service, or twenty (20) years of cumulative service shall have forty (40) hours of  
22 vacation added to their accrual. Thereafter, while employed those employees whose pay is  
23 established in Section 2(a) shall accrue vacation at the rate established by Section 15(b).

24  
25 **(c)** All references in this ordinance to accrual rates, additions to, and accrual maximums for  
26 vacation are for employees working an average work week of forty (40) hours. Vacation rates,  
27 additions and maximums shall be computed on a proportionate basis for employees whose  
28 average work week is more or less than forty (40) hours. When an eligible employee's average  
29 work week is changed, the employee's rate of accrual shall be changed proportionately. All  
30 references to in this ordinance to cumulative service for vacation shall mean cumulative service  
31 without a break in service of more than one year. No employee who works less than fifty  
32 percent (50%) time or who is serving in a limited-term position shall be eligible to accrue  
33 vacation.

34  
35 **(d)** The maximum vacation balance for those working an average work week of forty (40)  
36 hours shall be six hundred (600) hours. Vacation accrual maximums for those working more or  
37 less than forty (40) hours per week, but at least fifty percent (50%) time, shall be established in  
38 accordance with Section 15(c) of this ordinance.

39  
40 When an employee's full-time average work week is changed, the maximum vacation  
41 balance shall be changed proportionately. In addition, the employee shall have his/her current  
42 vacation balance adjusted so that the vacation shall maintain the same position relative to the  
43 new maximum balance as existed with the employee's previous maximum balance. Accrual of  
44 vacation shall cease when an employee accumulates the maximum vacation balance established  
45 for the assigned work schedule and shall not resume until the vacation balance is less than the  
46 maximum amount.

1  
2 (e) Accrual of vacation shall begin with the first bi-weekly pay period:

3  
4 (1) of appointment;

5  
6 (2) of return to duty from leave of absence;

7  
8 (3) of restoration to employment of one-half (50%) time or more.  
9

10 Vacation leave shall be granted in whole hour units. On termination of service, any  
11 fractional hour shall be made whole. The accrual of vacation leave shall cease at the beginning  
12 of terminal leave.  
13

14 (f) Section Supervisors shall be responsible for establishing all vacation leave schedules, but  
15 may not discipline employees by imposing unusual vacation schedules. Vacation shall be  
16 granted to the employee at the discretion of the Chief Medical Examiner as provided by this  
17 ordinance in one of the following ways:  
18

19 (1) When the employee requests vacation leave in accordance with departmental  
20 policies.  
21

22 (2) When directed to take paid time off by the Chief Medical Examiner.  
23

24 (3) When an employee is terminated or resigns from the Medical Examiner's Office.  
25

26 (4) When an employee whose salary is established in Section 2(a) reaches the  
27 established maximum accrual and would cease accruing vacation, the employee  
28 may notify the Chief Medical Examiner in writing of his/her intention to schedule  
29 vacation. Such notice shall be at least seven (7) days prior to the first work day  
30 the employee intends to take off. If the section supervisors fails to establish a  
31 different vacation schedule, the employee may, at will and without assuming  
32 liability for disciplinary action, take the paid leave, which was proposed in  
33 writing.  
34

35 (5) All employees may request payment from the Chief Medical Examiner for forty  
36 (40) hours of vacation accrual in lieu of scheduling paid leave provided that the  
37 full vacation allowance for that year is not exceeded. This may be done a  
38 maximum of once in each calendar year. Management employees may request  
39 payment from the appointing authority for up to an additional forty (40) hours of  
40 their vacation accrual balances in lieu of scheduling paid leave if their schedules  
41 do not permit them to be absent from work.  
42

43 (g) When the service of an employee is terminated after twelve (12) months of continuous  
44 service, any accumulated vacation that is due the employee shall be paid. When employment is  
45 terminated before completing twelve (12) months of continuous service, any previously  
46 advanced vacation leave shall be deducted from the employee's final pay. During the first twelve

1 (12) months of employment, accrued vacation may be granted to an employee provided that the  
2 employee has completed six (6) months of continuous service.  
3

4 **(h)** Employees who move to the Classified Service from Medical Examiner Service shall be  
5 given credit for the years of service in the Medical Examiner Service in determining the vacation  
6 accrual rate in accordance with Section 15(a) or 15(b) of this ordinance and based on the date of  
7 the employee's original appointment.  
8

9 **(i)** Employees who return to work from a "reemployment from layoff" eligible list shall be  
10 eligible to use vacation as soon as it is accrued provided the employee has completed six (6)  
11 months of continuous service prior to the layoff and with approval of the Chief Medical  
12 Examiner. An employee who has completed less than six (6) months of continuous service will  
13 be required to complete the remaining portion of the six (6) months period before being eligible  
14 to use vacation.  
15

16 Any such reemployed worker shall be given credit for prior continuous service in  
17 determining the employee's vacation accrual rate in accordance with the schedule established in  
18 Section 15(a) or 15(b) of this ordinance and based on the employee's original appointment.  
19

20 **(j)** Section Supervisors shall be responsible for the management of their vacation schedules  
21 so as to most effectively administer their sections and fulfill the desire of employees in the  
22 establishment of leave schedules.  
23

24 **(k)** Accrued vacation shall be carried with an employee when transferred, promoted, or  
25 demoted from a position under one appointing authority to a position under another appointing  
26 authority without a break in service or change in method of pay. Upon the death of an employee,  
27 the person or persons entitled by law to receive any compensation due the employee shall be paid  
28 the amount due the employee for accrued vacation.  
29

30 **(l)** With the approval of the Chief Medical Examiner, a retiring employee may be paid on  
31 the payroll for accrued vacation in the month prior to retirement without inclusion in the  
32 employee's final average compensation. He may pay previously accrued vacation off in a lump  
33 sum to an employee whose service with the Medical Examiner's Office has terminated. Such  
34 payment shall be made on the employee's last regular paycheck. The lump sum payment shall  
35 include compensation for any holidays occurring during the employee's terminal vacation leave  
36 period.  
37

38 **(m)** Employees occupying excepted positions in the Medical Examiner's Office shall be  
39 granted vacation at the discretion of the Chief Medical Examiner. An employee whose term in  
40 an excepted position ends and who is then appointed to a permanent position working one-half  
41 (50%) time or more shall become eligible to accrue vacation leave with pay upon appointment to  
42 the position. Length of cumulative service for the purpose of determining rate of vacation leave  
43 accrual shall be based on the employee's original date of appointment to the excepted position,  
44 providing there was no break in service between expiration of the excepted position and  
45 appointment to the permanent full time position. The date of appointment to the permanent

1 position shall be used to determine the appropriate rate of vacation accrual for the corresponding  
2 length of cumulative service in accordance with the schedule established in Section 15(b).

3  
4 **(n)** Section Supervisors shall report leave with pay for vacation and such other authorized  
5 absences as the Chief Medical Examiner shall designate to the Comptroller in such form and at  
6 such time as the Chief Medical Examiner may require.

7  
8 **(o)** If an employee is docked from the payroll for any reason, they will lose their vacation  
9 accrual for the pay period(s) the dock occurred, except as otherwise provided in this ordinance.

10  
11  
12  
13 **SECTION 16.**  
14 **SICK LEAVE**

15  
16 **(a)** Sick leave with pay shall be granted to bi-weekly paid employees in permanent positions  
17 working one-half (50%) time or more in accordance with regulations and procedures established  
18 by the Chief Medical Examiner.

19  
20 (1) All employees shall accrue three (3) hours of sick leave for each bi-weekly pay  
21 period of employment. An eligible employee may be granted paid sick leave by the Chief  
22 Medical Examiner after completing twenty-six (26) weeks of continuous service.

23  
24 (2) Paid sick leave for maternity reasons shall be considered as temporary physical  
25 disability and will be granted only for the period during which the employee is physically unable  
26 to perform her job. Rules concerning maternity leave and other qualifying conditions shall be in  
27 accordance with regulations and procedures established by the Department of Personnel.

28  
29 (3) An active employee who is a member of the Employees Retirement System and  
30 who applies for retirement and immediately retires from active service, shall receive payment for  
31 his/her sick leave balance less any sick leave credited or paid to a member or used in the  
32 calculation of retirement benefits under this or any other ordinance(s). If the employee's  
33 retirement system provides for sick leave to be credited or paid to a member or used in the  
34 calculation of retirement benefits, this payment shall be limited to a maximum of fifty percent  
35 (50%) of the value of the employee's sick leave balance.

36  
37 **(b)** The Chief Medical Examiner may establish a system of cash awards, paid time off or  
38 other incentives to reward employees for perfect attendance or low sick leave usage.

39  
40 **(c)** The Chief Medical Examiner shall remove an employee from the payroll for unexcused  
41 absence in accordance with regulations and established procedures. When an employee is  
42 docked from the payroll under the provisions of this section, the amount deducted from his/her  
43 regular bi-weekly rate of pay shall be one times (1.0x) the regular hourly rate as defined in this  
44 ordinance for each hour of unexcused absence. If an employee is docked from the payroll for  
45 any reason, they will lose their sick leave accrual for the pay period(s) the dock occurred, except  
46 as otherwise provided in this ordinance.

1  
2 (d) All leave with or without pay for sickness, injury or physical inability to perform  
3 assigned duties (including maternity leave) shall be recorded on the payroll or a subsidiary  
4 document in the manner established by the Chief Medical Examiner. Compensation for periods  
5 of absence from work when an employee sustains an injury by accident on the job shall be  
6 governed by the provisions of Section 22 (Workers' Compensation and Disability Leave) of this  
7 ordinance.

8  
9 (e) An employee who is reemployed from an authorized layoff shall have his/her prior sick  
10 leave balance restored, provided this balance has not been credited to the employee's length of  
11 service in determining pension benefits paid to the retiree. An employee who is reemployed  
12 from an authorized layoff and who has a positive sick leave balance and who completed twenty-  
13 six (26) weeks of continuous employment prior to the layoff may take approved sick leave upon  
14 reemployment.

15  
16 (f) Each Section Supervisor shall institute procedures, in accordance with regulations  
17 established by the Chief Medical Examiner that will discourage the improper use of sick leave  
18 with pay. When an employee is removed from the payroll for absence not approved by the Chief  
19 Medical Examiner, the employee shall be notified promptly in writing.

20  
21 **SECTION 17.**  
22 **MILITARY LEAVE**

23  
24 The Medical Examiner and the City of St. Louis will follow all applicable state and  
25 federal laws on the granting of military leave and reemployment rights.

26  
27 Before military leave without pay is authorized, the employee shall present to the  
28 employee's appointing authority evidence of such military service.

29  
30 Upon the expiration of military leave of absence, the employee shall be reinstated to the  
31 class of position he/she occupied at the time the leave was granted without breaking continuity of  
32 service. Failure of an employee to report for duty within the time pursuant to state or federal law  
33 shall be just cause for dismissal. The employee's accumulated leave balance(s) shall be restored  
34 to the employee upon his/her return.

35  
36 **SECTION 18.**  
37 **EDUCATION REIMBURSEMENT**

38  
39 The Chief Medical Examiner may, with the prior approval of the Director of Personnel,  
40 authorize salary payments, payments of tuition expenses, fees, books and related material in  
41 whole or in part to employees to permit them to attend school, visit other governmental agencies  
42 or in any approved manner to devote themselves to improvement of knowledge or skills required  
43 in the performance of the duties of their position.

44  
45 The Department of Personnel may reimburse, in whole or in part, expenses incurred by  
46 Medical Examiner employees in the pursuit of improvement of the knowledge and skills required

1 in the performance of their positions or in higher positions, when funds have been budgeted  
2 therefore.

3  
4 The Chief Medical Examiner, with the approval of the Director of Personnel, may  
5 establish a program to reimburse, in whole or in part, expenses incurred by employees in the  
6 pursuit of improvement of the knowledge and skills required in the performance of the duties of  
7 their positions or to improve their professional, technical or managerial knowledge or skill.

8



1 (d) In the event that emergency conditions occur which require the closing of City-operated  
2 facilities or the temporary cessation of functions carried out by Medical Examiner employees,  
3 the Mayor of the City of St. Louis may declare an emergency and require an employee or group  
4 of employees to take leaves of absence with or without pay while such emergency conditions  
5 exist. In the event that the Mayor requires that the leave of absence be without pay, an employee  
6 with vacation or accrued compensatory time may elect to take the accrued time off with pay in  
7 lieu of all or a part of such non-paid leave of absence. Such non-paid leave of absence shall not  
8 interrupt continuity of service for vacation accrual. An emergency leave of absence declared by  
9 the Mayor shall not exceed ninety (90) days.

10  
11 (e) Employees who are granted general leaves of absence and other non-paid leaves of  
12 absence, including certain family/medical and investigative leaves of absence, must take all  
13 accrued vacation at the start of the leave of absence. Employees granted certain family/medical  
14 leave must first use all accrued sick leave at the start of the leave and then all accrued vacation  
15 leave. Employees who are granted or placed on a non-paid leave of absence will not accrue  
16 vacation and sick leave during the period of non-paid leave. Upon the expiration of such leaves  
17 of absence, the employee shall follow the procedures as established in this Section 20 and any  
18 other applicable regulations and procedures as established by the Chief Medical Examiner.

19  
20 (f) In the event that a fiscal crisis occurs in the City of St. Louis, employees whose pay  
21 schedule is designated by "M" may request to be docked without pay. The request must be in  
22 writing at least two weeks prior to the dock and approved by the appointing authority. If  
23 approved by the Chief Medical Examiner, the dock will not affect any employee benefits  
24 including, but not limited to, health insurance, pension calculations, anniversary dates, or any  
25 employee's service rating or eligibility for promotion. The Chief Medical Examiner will still be  
26 required to make all appropriate deductions for health insurance and pensions from his accounts.

27  
28 (g) The Chief Medical Examiner may put an employee on investigative leave of absence  
29 without pay pending the outcome of criminal charges pending against the employee.

30  
31 **SECTION 20.**  
32 **INSURANCE BENEFITS**  
33

34 The City of St. Louis is hereby authorized to devise and establish by contract or  
35 otherwise plans for life, health, medical, disability, and other insurance coverage deemed  
36 necessary for employees in the Medical Examiner's Office and other employees for the City and  
37 their dependents. The Director of Personnel shall develop and administer programs to provide  
38 for such coverage. The Director of Personnel shall confer with the Board of Estimate and  
39 Apportionment by February 1st of each year regarding these plans and the appropriate funding  
40 level. The Director shall then be charged with the responsibility of establishing the applicable  
41 funding level and remittance rates for the aforementioned plans and certify same to the  
42 Comptroller and Budget Director by March 1st of each year and no officer or employee shall  
43 alter or amend such rates.



1 (d) The City Counselor shall be responsible for the administration of the provisions of this  
2 Section 22 and shall establish and publish procedural regulations for the administration of the  
3 program. The Medical Examiner shall establish procedures to comply with the provisions of this  
4 section and established regulations.  
5

6 **SECTION 23.**  
7 **JURY AND WITNESS LEAVE**  
8

9 (a) Jury leave with pay shall be granted to bi-weekly paid employees working one-half  
10 (50%) time or more for such time when such employees are serving as jurors pursuant to order of  
11 the St. Louis Circuit Court or United States District Court in St. Louis. Any bi-weekly paid  
12 employee, when so summoned for jury service, shall report such fact within seventy-two (72)  
13 hours to his/her immediate supervisor and display to the Chief Medical Examiner the summons  
14 which the employee has received and shall give the Chief Medical Examiner in writing the date  
15 and the time of such jury service. No bi-weekly paid employee shall receive any compensation  
16 from the Jury Commissioner or the United States District Court system for jury service for days  
17 the employee receives compensation from the City. A bi-weekly paid employee may keep the  
18 jury stipend for days when the employee receives no compensation from the City (off days,  
19 docks, leaves, etc.). Upon being discharged from serving as a juror by the Court or Jury  
20 Commissioner, the employee shall forthwith report to his/her immediate supervisor if discharged  
21 during their normally scheduled work hours and shall submit to his/her immediate supervisor a  
22 written statement from the Jury Commissioner certifying that the employee has served as a juror  
23 and the time and date so served. The immediate supervisor shall, upon receipt of the statement  
24 of jury service, credit the employee with paid jury leave for such service.  
25

26 (b) Leave with pay shall be granted to bi-weekly paid employees for such time when the  
27 employee's presence is required by the prosecutor in a criminal proceeding or grand jury  
28 procedure, a trial in prosecuting accused criminals (or for jury service in Federal Court). Any bi-  
29 weekly paid employee, when so subpoenaed as a prosecution witness or whose presence is  
30 required as a part of a grand jury inquiry, shall report such fact within seventy-two (72) hours to  
31 his/her immediate supervisor and shall give the immediate supervisor in writing the date and  
32 time his/her presence is required for such criminal prosecution. Each supervisor shall establish  
33 controls to assure that any paid leave is actually required by the prosecuting authority. An  
34 immediate supervisor may require an employee to furnish satisfactory evidence of being required  
35 to be off the job and that all time off was in connection with the prosecution of the case. This  
36 procedure shall apply for employee participation in criminal prosecution in State or Federal  
37 Courts.  
38

39 **SECTION 24.**  
40 **DEFERRED COMPENSATION**  
41

42 (a) Authority is hereby granted for the establishment of a deferred compensation plan for the  
43 City of St. Louis – Medical Examiner’s Office.  
44

45 (b) In accordance with the regulations applicable to the plan, as set out herein, the  
46 Comptroller is authorized to enter into an agreement with eligible participants, whereby said

1 participants may designate a portion of their future earnings to be deducted by the City and  
2 placed in a fund to be designated "City of St. Louis Deferred Compensation Plan Fund" for the  
3 purpose of providing tax deferred benefits to the participants upon retirement.

4  
5 (c) The Board of Estimate and Apportionment is hereby authorized to establish or select a  
6 specific plan or plans in accordance with the requirements set out in this ordinance. In  
7 establishing the plan, the Board of Estimate and Apportionment may elect to retain outside  
8 parties to provide administrative and/or investment services after following competitive bidding  
9 procedures. The Board of Estimate and Apportionment is authorized, after analyzing the various  
10 competitive bids submitted in accordance with the requirements of this ordinance, to select the  
11 plan or plans it determines to meet the requirements established as a part of the competitive  
12 bidding procedures and to be in the best interest of the participants. No investment plan shall be  
13 considered unless offered by a duly licensed resident agent representing a company duly licensed  
14 and authorized by the State of Missouri and other applicable federal regulatory agencies to offer  
15 such insurance or investment programs. In the event Federal or State legislation is changed in a  
16 manner affecting and/or relating to any of the aforementioned Deferred Compensation provisions  
17 contained in this Section 25, the Board of Estimate and Apportionment of the City of St. Louis  
18 may amend the deferred compensation plan accordingly and may execute any and all documents  
19 necessary to achieve and effectuate the recommended changes.

20  
21 **SECTION 25.**  
22 **RETIREMENT**

23  
24 The following provisions shall apply to the Employees Retirement System:

25  
26 (a) "Final Average Compensation" is equal to one-half of the sum of (1) and (2) below:

- 27  
28 (1) The annual compensation received by a member for the two (2) consecutive years  
29 of creditable service in which the highest compensation was received preceding  
30 the termination of his/her employment, and  
31  
32 (2) The balance of a member's sick leave pay as accrued on the date of retirement *less*  
33 sick leave hours paid to the member upon termination of his/her employment and  
34 *less* sick leave hours considered as creditable service for the purpose of  
35 determining eligibility for retirement benefits, except that said balance cannot  
36 exceed twenty-five percent (25%) of a member's total sick leave as accrued on the  
37 date of retirement.

38  
39 (b) If a member has less than two (2) consecutive years of creditable service his/her final  
40 average compensation shall be equal to the sum of (1) and (2) below, divided by (3) below and  
41 then multiplied by (4) below:

- 42  
43 (1) The sum of monthly compensation received by the member for each consecutive  
44 month of creditable service immediately preceding the termination of his/her  
45 employment, and  
46

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

7  
8 (3) The number of consecutive months of creditable service immediately preceding  
9 the termination of his/her employment, and

10  
11 (4) Twelve (12).

12  
13 The years of creditable service of a member shall be the number of years and completed  
14 months of service during which he/she receives compensation from the first day of the calendar  
15 month following the date of the beginning of each employment with an employer until his/her  
16 employment is terminated, subject to the provisions of this section. The years of creditable  
17 service of an employee hired after the operative date who had attained the age of sixty (60) years  
18 at initial employment shall be the number of years and completed months of service during  
19 which he/she receives compensation from October 1, 1988, and hereafter, from the first day on  
20 or after October 1, 1988, of the beginning of each employment with an employer until his/her  
21 employment is terminated. No creditable service shall be granted for any period of employment  
22 before October 1, 1988, after the calendar month in which the member attains age seventy (70).  
23 No creditable service for prior employment shall be granted an employee who becomes a  
24 member after April 1, 1960, unless he/she was employed by an employer on April 1, 1960.

25  
26 A member may elect to use his/her unused sick leave as additional creditable service for  
27 the purpose of determining eligibility for retirement benefits under any provision of this  
28 ordinance.

29  
30 A member's sick leave balance at time of retirement less the sum of (a), (b) and (c) below  
31 shall be considered as additional creditable service for calculation of retirement benefits under  
32 any provision of this ordinance:

33  
34 (a) Sick leave hours considered as creditable service for the purpose of determining  
35 eligibility for retirement benefits, and

36  
37 (b) Sick leave hours paid to the member upon termination of his/her employment, and

38  
39 (c) Sick leave hours used in determining final average compensation.  
40

41 **SECTION 26.**  
42 **SEVERABILITY**

43  
44 The sections of this ordinance shall be severable. In the event that any section of this  
45 ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections of  
46 this ordinance are valid, unless the court finds the valid sections of the ordinance are so essential

1 and inseparably connected with and dependent upon the void section that it cannot be presumed  
2 that the Aldermen would have enacted the valid sections without the void ones, or unless the  
3 court finds that the valid sections standing alone are incomplete and are incapable of being  
4 executed in accordance with the legislative intent.

5  
6 **SECTION 27.**  
7 **REPEAL OF PREVIOUS ORDINANCES**  
8

9 Ordinance 66401 and all other ordinances or amendments, or parts thereof conflicting  
10 with the provisions of this ordinance are hereby repealed.

11 **SECTION 28.**  
12 **EMERGENCY CLAUSE**  
13

14 This ordinance being deemed necessary for the immediate preservation of the public  
15 peace, health and safety is declared to be an emergency ordinance pursuant to Article IV  
16 Section 19 and 20 of the Charter.

17  
18  
19  
20 **INDEX TO COMPENSATION ORDINANCE**  
21

22 This index is for general reference purposes and may not reference all provisions of this  
23 ordinance. For complete scope refer to specific provisions of this ordinance.

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