

1 **BOARD BILL NO 419**  
2 **FLOOR SUBSTITUTE**

3 **INTRODUCED BY ALDERMAN STEPHEN GREGALI**  
4

5 An ordinance to regulate employer and employee working relationships between the City  
6 of St. Louis Medical Examiner's Office and all employees under the Medical Examiner,  
7 including a compensation plan, terms and conditions of employment, benefits, leaves of absence,  
8 and authorization for a Deferred Compensation Plan; repealing Ordinance 67335, approved  
9 December 11, 2006; allocating certain other employees to a grade with rate and including an  
10 emergency clause. The provisions of the sections contained in this ordinance shall be effective  
11 December 23, 2007 or with the beginning of the first pay period following approval by the  
12 Mayor, whichever is later.

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

14 **SECTION 1.**

15 **ALPHABETICAL LIST OF CLASSES**

16 **(a)** Beginning with the bi-weekly pay period starting December 23, 2007, 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:

1	TITLE	CODE	GRADE	OVTM
2	Administrative Secretary	1137	13G	3
3	Autopsy Technician I	5411	09G	3
4	Autopsy Technician II	5412	11G	3
5	Autopsy Technician III	5413	12G	3
6	Autopsy Technician Supervisor	5414	10G	3
7	Computer Operator I	1323	10G	3
8	Computer Operator II	1324	11G	3
9	Computer Operator III	1325	12G	3
10	Computer Programmer I	1331	13G	3
11	Computer Programmer II	1332	14G	3
12	Computer Programmer III	1333	15G	3
13	Custodian/Courier	3711	06G	3
14	Document Specialist I	5643	11G	3
15	Document Specialist II	5644	12G	3
16	Executive Asst. to the Chief Medical Examiner	1735	18M	1
17	Executive Secretary	1136	14G	3
18	Forensic Office Administrator I	1621	18M	3
19	Forensic Office Administrator II	1622	20M	1
20	Forensic Office Administrator III	1623	22M	1
21	Medical Transcriptionist	1122	12G	3
22	Medicolegal Investigation Supervisor	2355	15M	2
23	Medicolegal Investigator I	2351	13G	3
24	Medicolegal Investigator II	2352	14G	3
25	Medicolegal Investigator III	2353	16G	3
26	Medicolegal Investigator IV	2354	17G	1
27	Morgue Attendant	5410	08G	3
28	Record File Clerk	1111	09G	3
29	Secretary	1132	10G	3
30	Typist Clerk I	1121	8G	3
31	Typist Clerk II	1122	9G	3
32	Typist Clerk III	1123	10G	3
33	Telephone Operator	1161	06G	3
34	X-ray Technician	5441	11G	3
35	Intern - Level 1	9991	00I	3
36	Intern - Level 2	9992	00I	3
37	Intern - Level 3	9993	00I	3
38	Intern - Level 4	9994	00I	3
39	Intern - Level 5	9995	00I	3
40	Intern - Level 6	9996	00I	3

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December 12, 2007

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Sponsored by: Alderman Stephen Gregali

1 **SECTION 2.**

2 **OFFICIAL PAY SCHEDULE FOR CLASSIFICATION GRADES**

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

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

6 The following bi-weekly pay schedule for all pay grades denoted with the suffix "G" or "M"  
7 shall become effective beginning with the bi-weekly pay period starting December 23, 2007 or  
8 with the beginning of the first pay period following approval of this ordinance by the Mayor,  
9 whichever is later:

	<b>BI-WEEKLY RANGE OF PAY IN WHOLE DOLLARS</b>		
<b>GRADE</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>	
5	689	1014	
6	747	1101	
7	812	1197	
8	881	1301	
9	956	1414	
10	1038	1539	
11	1129	1674	
12	1227	1821	
13	1353	2012	
14	1551	2307	
15	1777	2648	
16	2039	3038	
17	2339	3490	
18	2683	4007	
19	3081	4602	
20	3538	5286	
21	3817	5706	
22	4119	6159	
23	4445	6650	

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

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

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

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

20             (3)     An employee whose pay range is established in Section 2(a) shall receive shift  
21    differential for working a portion of an eligible shift. Shift differential shall only be paid for  
22    whole hours worked, providing the portion of the shift not worked is charged to paid leave. A

1 fraction of an hour shall not be counted toward the payment of the differential. An employee  
2 whose pay range is established in Section 2(a) shall not receive shift differential compensation  
3 for any overtime worked that is not part of their regular schedule.

4 **(c) WEEKEND DIFFERENTIAL:** When employees whose pay range is established in  
5 Section 2(a) work on a Saturday and/or Sunday they may be eligible for weekend differential.  
6 This differential shall be 1% of an employee's base bi-weekly rate and shall not be paid for any  
7 overtime worked that is not part of an employee's regular schedule. An employee shall receive  
8 weekend differential for working any portion of an eligible day. This differential shall only be  
9 paid for whole hours worked, providing the portion of the day not worked is charged to paid  
10 leave. Weekend differential shall not be paid to employees compensated on an hourly or per  
11 performance basis or bi-weekly paid employees who work part-time. Neither will the weekend  
12 differential be paid to full-time regular employees docked for any portion of a day on which the  
13 differential would otherwise be paid.

14 **(d)** The Chief Medical Examiner may establish per performance rates of pay, hourly rates of  
15 pay, or rates of pay for units of work and the conditions for making of any such payments. Such  
16 per performance, hourly, or unit-of-work rates may be computed from the bi-weekly scales  
17 established in this ordinance. Per performance, hourly, or unit-of-work rates shall be established  
18 considering the nature of employment, community practices in compensating similar  
19 employment, and the purpose of the program for which the rate is established. Employees paid  
20 per performance, hourly, or unit-of-work rates of pay shall not be entitled to vacation, sick leave  
21 or holiday leave with pay or other benefits accorded employees paid on a bi-weekly basis except  
22 that an appointing authority, and when sufficient funds have been appropriated for the fiscal

1 year, may establish a modified level or type of benefit program when the provision of such  
2 benefit is needed in order to attract and retain sufficiently qualified employees to work in  
3 specific per performance, hourly, or unit-of-work assignments.

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

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

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

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

21 (g) The Chief Medical Examiner may authorize payment of special recruitment bonuses,  
22 travel, moving and related expenses to recruit employees for positions when funds for this

1 purpose are appropriated to the Medical Examiner.

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

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

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

20 (3) Notwithstanding any other provision in this ordinance, the Chief Medical  
21 Examiner is authorized to establish a program of incentives not to exceed twenty-five percent  
22 (25%) of the maximum of the pay range for the purpose of compensating positions which are

1 extremely hard to fill.

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

17 **(k)** Temporary assignment differential will be paid for certain assignments when a vacancy  
18 exists for any reason (e.g., separations, extended vacation, leave of absence, military leave, etc.)  
19 in a position with a higher pay grade, and will be granted for periods not lasting less than one  
20 pay period but not more than four (13) pay periods, in total. The Chief Medical Examiner will  
21 determine the assignments for which the temporary assignment differential will be paid. The  
22 assignment or removal of an employee from said assignment having a temporary assignment

1 differential will be determined by the appointing authority and will not constitute a promotion,  
2 demotion, advancement, or reduction in pay. The temporary assignment differential shall be  
3 added to the employee's regular bi-weekly rate.

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

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

12 **SECTION 3.**

13 **SALARY RANGE LIMITATIONS**

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

17 **SECTION 4.**

18 **STARTING SALARY**

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

21 (b) Except as otherwise provided in this ordinance, the minimum rate of pay for a position  
22 shall be paid upon original appointment to the class unless the Chief Medical Examiner finds

1 that it is difficult to secure the services of persons with minimum qualifications or experienced  
2 qualified persons at the minimum rate.

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

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

13 **SECTION 5.**

14 **PROMOTION, DEMOTION, REALLOCATION,**  
15 **TRANSFER AND TEMPORARY PROMOTION**

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

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

22 (1) When an employee is promoted to a position in the General or Management Pay

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

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

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

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

20 (2) If an employee accepts a voluntary demotion, his/her rate of pay shall be reduced  
21 to a rate within the range for the new position which is five percent (5%) lower than the rate  
22 received immediately prior to demotion, except that employees who are in a working test period

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

10 (c) Reallocation:

11 (1) The salary of an employee, which is in excess of the maximum of the range  
12 prescribed by this ordinance for the class and grade to which his/her position has been allocated  
13 or may be reallocated, shall not be reduced by reason of the new salary range and grade. The  
14 salary of such employee shall not be increased so long as he/she remains in the class of position,  
15 except as otherwise provided by this ordinance.

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

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

22 (d) Transfer: The salary rate of an employee who transfers to a different position in the same

1 class, or from a position in one class to a position in another class in the same pay grade, shall  
2 remain unchanged, provided that no employee shall be paid less than the minimum rate nor more  
3 than the maximum rate for the new class of position, except as otherwise provided in this  
4 ordinance.

5 **SECTION 6.**

6 **SALARY ADJUSTMENT**

7 Salary adjustments for all employees in Medical Examiner positions shall be based on  
8 considerations of merit or success in fulfilling predetermined goals and objectives as herein  
9 provided.

10 **(a)** Full time positions for which salary is established in Section 2(a) - General, and  
11 Management Schedule

12 (1) Any employee whose salary is established in the General or Management  
13 Department Pay Schedule shall receive a service rating in accordance with the Service Rating  
14 Manual. Effective June 22, 2008, the rating, together with the standards of performance  
15 established in the Service Rating Manual shall determine eligibility for a merit increase of 2%  
16 for an overall Highly successful, a 1.5% for an overall Successful, and 0% for an overall  
17 Unsuccessful, with a reduction in pay in accordance with the Service Rating Manual.

18 (2) A non-exempt (overtime code 3) employee whose pay is established in Section  
19 2(a) of this ordinance receives an Overall Rating of "Unsuccessful" as defined by the Service  
20 Rating Manual, shall have his/her salary reduced as determined by the standards established in  
21 the service rating manual.

22 **(b)** As used in this ordinance, "anniversary date" means the date following fifty-two (52)

1 weeks of continuous service from the date of original appointment or from the date of the last  
2 salary adjustment, if other than a temporary reduction in pay for disciplinary reasons, a demotion  
3 or an across-the-board ordinance increase, an increase resulting from an authorized incentive  
4 program, or an upgrade of the classification concurrent with adoption of the ordinance. Absence  
5 from service as a result of any authorized paid leave, suspensions, military leave, or  
6 family/medical leave will not interrupt continuous service. Absence from service for any other  
7 cause shall result in breaking continuity of service and establishment of a new anniversary date,  
8 except as otherwise provided in this ordinance. The Chief Medical Examiner may authorize  
9 different anniversary dates for an employee or groups of employees.

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

13 (1) Exceptional performance of duties:

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

19 (2) Substandard performance of duties:

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

1 rating manual.

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

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

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

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

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

22 **(h)** The Chief Medical Examiner may approve a within range salary adjustment or other

1 incentives to retain employees in positions that are difficult to fill, or because of their unique  
2 requirements. Said adjustment may only be granted once during a twenty-six (26) week period.

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## **SECTION 7.**

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### **INCOME SOURCES**

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

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

20

21

## **SECTION 8.**

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### **CONVERSION**

1 (a) All pay schedules in Ordinance 67335 shall continue in effect until the beginning of the  
2 pay period starting December 23, 2007, at which time the rates to be paid to employees in  
3 positions of any class for which a rate is established or changed in Section 2(a), of this ordinance  
4 shall become effective and be adjusted as follows:

5 (1) The salary of each employee whose pay range is established in Section 2(a), of  
6 this ordinance and whose class title remained unchanged or whose class title is changed to better  
7 describe his or her position and without a substantial revision in the class of position shall have  
8 their current salary increased \$39.00 bi-weekly (\$1014.00 annually). This provision shall not  
9 apply to employees whose rate is deemed to be above the new maximum of the range as a result  
10 of demotion or reallocation.

11 (2) The salary of each employee whose pay range is established in Section 2(a) of  
12 this ordinance and whose class has been allocated to a higher pay grade in the appropriate pay  
13 schedule, as determined by the Medical Examiner, shall have their current salary increased by  
14 \$39.00 (\$1014.00) annually.

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

17 (c) The salary of an employee serving in a trainee position, which remains above the new  
18 trainee rate for his/her position, shall remain unchanged.

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

22 (e) The Medical Examiner shall establish such procedures as needed to place this ordinance

1 into effect and interpret its provisions.

2

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## **SECTION 9.**

4

### **PAYMENT OF SALARIES**

5

All compensation for positions in the Medical Examiner's Office shall be paid bi-weekly.

6

The Medical Examiner and Comptroller shall establish the procedure for listing employees on

7

the various payrolls. The payment due each employee for service, except as otherwise provided,

8

shall be made not later than sixteen (16) days after the end of the bi-weekly pay period. In the

9

event that an employee is dismissed or has been employed for occasional or emergency work,

10

the Comptroller may immediately pay the employee upon termination of service without waiting

11

for the regular bi-weekly pay date of the Department, Division, Section, Office, Agency, Board

12

or Commission where the employee worked.

13

14

## **SECTION 10.**

15

### **CHANGES TO CLASSIFICATION PLAN**

16

Whenever the Chief Medical Examiner finds it necessary to add a new class to the

17

classification plan, the Medical Examiner shall allocate the class to an appropriate grade and

18

schedule in this ordinance, and notify the Board of Aldermen of this action.

19

Whenever the Chief Medical Examiner finds it necessary to change the pay schedule of

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an existing class within the classification plan, the Chief Medical Examiner shall allocate the

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class to the appropriate schedule in this ordinance, and notify the Board of Aldermen of his

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action.



1 **OVERTIME**

2 **(a)** The Chief Medical Examiner shall determine those positions in the Medical Examiner’s  
3 Office of the City of St. Louis which are exempt from overtime compensation and those  
4 positions which are not exempt from overtime compensation. The overtime codes established  
5 for each class in Section 1(a) of this ordinance shall be interpreted as follows:  
6

7 **OVERTIME CODE:**

8 1 These classes are primarily managerial in nature, but may also include some  
9 professional or administrative classes that are ineligible for overtime pay under all  
10 but emergency conditions as described in Section 13(d) of this ordinance.

11 2 These are supervisory, professional, and administrative classes that are exempt  
12 from overtime compensation, but which the City compensates for overtime at the  
13 straight (1.0x) time rate.

14 3 These are non-exempt classes that receive overtime compensation at the one and  
15 one-half (1.5x) time rate.

16 Any employee in a class which has been allocated to Overtime Code 3 (non-exempt) in  
17 this ordinance shall be compensated for overtime work in accordance with the provisions of this  
18 section. Each section within the department shall designate and submit to the Chief Medical  
19 Examiner the official work week and schedule or work cycle for all non-exempt positions in the  
20 work unit. Whenever an Overtime Code 3 employee works hours in excess of the maximum  
21 established for an official work week or work cycle, usually forty (40) hours in a work week,  
22 such hours shall be paid at the one-and-one-half time (1.5 xs) rate. In addition to the actual

1 hours worked, authorized paid time off (vacation, sick leave, compensatory time, and holidays)  
2 shall count as hours worked for the purpose of determining eligibility for overtime  
3 compensation.

4 Section Supervisors are prohibited from changing employee work schedules to avoid the  
5 payment of overtime.

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

8 **(b)** Any employee in a class which has been allocated to Overtime Code 2 in Section 1(a) of  
9 this ordinance shall be compensated for overtime by granting the employee pay or compensatory  
10 time off at the straight (1.0x) time rate. Each section supervisor shall designate and submit to the  
11 Chief Medical Examiner the official work week or work cycle for all exempt (Code 2) positions  
12 in the work unit. Whenever a full-time employee in an exempt (Code 2) position is directed by  
13 management, with the approval of the Chief Medical Examiner, to work hours in excess of the  
14 maximum established for an official work week or work cycle it shall be considered overtime.

15 In addition to the actual hours worked, authorized paid time off (vacation, sick leave,  
16 compensatory time, and holidays) shall count as hours worked for the purpose of determining  
17 eligibility for overtime compensation. Straight time (1.0x) overtime shall be compensated at the  
18 employee's regular hourly rate of pay, or by granting the eligible employee compensatory time  
19 off at the rate of one hour for each hour of overtime worked. The regular hourly rate of pay for  
20 an exempt (Code 2) bi-weekly paid employee shall be determined by dividing the employee's  
21 regular bi-weekly rate of pay by the average number of regularly scheduled hours of work in a  
22 bi-weekly pay period.

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

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

15 Employees engaged in public safety, emergency response or seasonal activity may have a  
16 maximum balance of two hundred forty (240) hours of compensatory time; all other employees  
17 are allowed a maximum balance of one hundred twenty (120) hours of compensatory time.

18 These maximum balances of compensatory time shall apply to employees working an average  
19 work week of forty (40) hours; the maximum balance of compensatory time for employees  
20 whose average work week is more or less than forty (40) hours shall be proportionate. No  
21 provision of this section establishing a maximum balance of compensatory time shall serve to  
22 cancel any compensatory time due to an employee or to deny an employee payment for recorded

1 compensatory time earned in accordance with the provisions of the compensation ordinance in  
2 effect at the time the compensatory time was earned.

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

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

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

22 **(g)**       The Medical Examiner shall keep daily attendance records of full time employees and

- 1 shall submit periodic reports of: 1) unexcused absences and leaves; 2) reports of overtime
- 2 earned, granted, and paid; or 3) the nonoccurrence of same as may be required or requested in
- 3 the form and on the dates specified.

1 **SECTION 14.**

2 **HOLIDAYS**

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

6

7 <u>DATE</u>	<u>HOLIDAY</u>
8 January 1	New Years Day
9 Third Monday in January	Rev. Martin Luther King Jr. Day
10 Third Monday in February	Presidents' Day
11 Last Monday in May	Memorial Day
12 July 4	Independence Day
13 First Monday in September	Labor Day
14 November 11	Veterans' Day
15 Fourth Thursday in November	Thanksgiving Day
16 Day after Thanksgiving	Day after Thanksgiving
17 December 25	Christmas Day

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

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

13           When the day of observance of a holiday is changed by State or Federal law, it will be so  
14 observed by the City of St. Louis. When the day of observance of a holiday is changed by State  
15 or Federal executive action, the Mayor shall determine the day of observance by the City of St.  
16 Louis. When one of the above enumerated holidays occurs on Sunday, the following Monday  
17 shall be observed as the holiday. When one of the above holidays occurs on Saturday, the  
18 preceding Friday shall be observed as the holiday.

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

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

5           If an employee is docked from the payroll on the full scheduled workday preceding a  
6 holiday, the full scheduled work day following a holiday, or on a scheduled holiday, the  
7 employee shall not be compensated for the holiday.

8           The holiday compensation procedures established by this Section 14 shall apply to full-  
9 time Medical Examiner employees paid a bi-weekly rate. Part-time bi-weekly paid employees  
10 shall be compensated for holidays in proportion to the percentage of time they are regularly  
11 scheduled to work. Employees paid on an hourly or per performance basis shall not be entitled  
12 to holiday compensation, except as otherwise provided in this ordinance. In the event that the  
13 holiday schedule established in this Section 14 is revised by competent authority, employees  
14 who are granted compensatory time in lieu of all holidays shall have their leave benefits adjusted  
15 accordingly. The Chief Medical Examiner may establish additional or alternate holiday leave  
16 policies for employees occupying public safety positions which qualify for the special overtime  
17 pay provisions under Federal law or for employees with official work schedules authorized by  
18 the Chief Medical Examiner which exceed the normal forty (40) hour weekly work schedule.  
19 Procedures developed in compliance with this Section 14 shall be designed to treat employees in  
20 the same manner who work substantially equivalent work schedules.

21 (c) Full-time Medical Examiner employees paid on a bi-weekly rate basis who are regularly  
22 scheduled to work bi-weekly and who are employed on June 22, 2008, shall have eight (8) hours  
23 of compensatory time "Personal Leave" added to their balance on that date. The additional

1 compensatory time added to the balance of each employee shall be treated as a "Personal Leave"  
2 and shall be granted by the Chief Medical Examiner in accordance with procedures for granting  
3 compensatory time. These hours of compensatory time must be taken between June 22, 2008  
4 thru June 7, 2009, and shall be taken as paid-leave time off and may not be granted as pay.

5  
6  
7 **SECTION 15.**

8 **VACATION**

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

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

15 PAY ESTABLISHED

16 IN SECTION

17 2(a)

18 Length of	Bi-Weekly	Annual
19 <u>Cumulative Service</u>	<u>Accrual Rates</u>	<u>Equivalent</u>
20 1 but less than 5 years	5	130
21 5 but less than 10 years	6	156
22 10 but less than 15 years	7	182
23 15 but less than 20 years	8	208

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1 20 or more years 9 234

2

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

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

10 **PAY ESTABLISHED**

11 **IN SECTION 2(a)**

12 Length of	Bi-Weekly	Annual
13 <u>Cumulative Service</u>	<u>Accrual Rates</u>	<u>Equivalent</u>
14 1 but less than 5 years	3	78
15 5 but less than 10 year	5	130
16 10 but less than 15 years	6	156
17 15 but less than 20 years	7	182
18 20 or more years	8	208

19

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

1 established in Section 2(a) shall accrue vacation at the rate established by Section 15(b).

2 (c) All references in this ordinance to accrual rates, additions to, and accrual maximums for  
3 vacation are for employees working an average scheduled work week of forty (40) hours.

4 Vacation rates, additions and maximums shall be computed on a proportionate basis for  
5 employees whose average scheduled work week is more or less than forty (40) hours. When an  
6 eligible employee's average work week is changed, the employee's rate of accrual shall be  
7 changed proportionately. All references to in this ordinance to cumulative service for vacation  
8 shall mean cumulative service without a break in service of more than one year. No employee  
9 who works less than fifty percent (50%) time or who is serving in a limited-term position shall  
10 be eligible to accrue vacation.

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

15 When an employee's full-time average work week is changed, the maximum vacation  
16 balance shall be changed proportionately. In addition, the employee shall have his/her current  
17 vacation balance adjusted so that the vacation shall maintain the same position relative to the  
18 new maximum balance as existed with the employee's previous maximum balance. Accrual of  
19 vacation shall cease when an employee accumulates the maximum vacation balance established  
20 for the assigned work schedule and shall not resume until the vacation balance is less than the  
21 maximum amount.

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

23 (1) of appointment;

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- 1 (2) of return to duty from leave of absence;
- 2 (3) of restoration to employment of one-half (50%) time or more.

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

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

- 10 (1) When the employee requests vacation leave in accordance with departmental  
11 policies.
- 12 (2) When directed to take paid time off by the Chief Medical Examiner.
- 13 (3) When an employee is terminated or resigns from the Medical Examiner's Office.
- 14 (4) When an employee whose salary is established in Section 2(a) reaches the  
15 established maximum accrual and would cease accruing vacation, the employee  
16 may notify the Chief Medical Examiner in writing of his/her intention to schedule  
17 vacation. Such notice shall be at least seven (7) days prior to the first work day  
18 the employee intends to take off. If the section supervisors fail to establish a  
19 different vacation schedule, the employee may, at will and without assuming  
20 liability for disciplinary action, take the paid leave, which was proposed in  
21 writing.
- 22 (5) All employees may request payment from the Chief Medical Examiner for forty  
23 (40) hours of vacation accrual in lieu of scheduling paid leave provided that the

1 full vacation allowance for that year is not exceeded. This may be done a  
2 maximum of once in each calendar year. Management employees may request  
3 payment from the appointing authority for up to an additional forty (40) hours of  
4 their vacation accrual balances in lieu of scheduling paid leave if their schedules  
5 do not permit them to be absent from work.

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

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

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

22 Any such reemployed worker shall be given credit for prior continuous service in  
23 determining the employee's vacation accrual rate in accordance with the schedule established in

1 Section 15(a) or 15(b) of this ordinance and based on the employee's original appointment.

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

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

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

17 **(m)** Employees occupying excepted positions in the Medical Examiner's Office shall be  
18 granted vacation at the discretion of the Chief Medical Examiner. An employee whose term in  
19 an excepted position ends and who is then appointed to a permanent position working one-half  
20 (50%) time or more shall become eligible to accrue vacation leave with pay upon appointment to  
21 the position. Length of cumulative service for the purpose of determining rate of vacation leave  
22 accrual shall be based on the employee's original date of appointment to the excepted position,  
23 providing there was no break in service between expiration of the excepted position and

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

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

9

10 **SECTION 16.**

11 **SICK LEAVE**

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

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

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

22 (3) An active employee who is a member of the Employees Retirement System and  
23 who applies for retirement and immediately retires from active service, shall receive payment for

1 his/her sick leave balance less any sick leave credited or paid to a member or used in the  
2 calculation of retirement benefits under this or any other ordinance(s). If the employee's  
3 retirement system provides for sick leave to be credited or paid to a member or used in the  
4 calculation of retirement benefits, this payment shall be limited to a maximum of fifty percent  
5 (50%) of the value of the employee's sick leave balance.

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

8 **(c)** The Chief Medical Examiner shall remove an employee from the payroll for unexcused  
9 absence in accordance with regulations and established procedures. When an employee is  
10 docked from the payroll under the provisions of this section, the amount deducted from his/her  
11 regular bi-weekly rate of pay shall be one times (1.0x) the regular hourly rate as defined in this  
12 ordinance for each hour of unexcused absence. If an employee is docked from the payroll for  
13 one (1) hour or less in a bi-weekly pay period, he/she will continue to accrue sick leave.

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

20 **(e)** An employee who is reemployed from an authorized layoff shall have his/her prior sick  
21 leave balance restored, provided this balance has not been credited to the employee's length of  
22 service in determining pension benefits paid to the retiree. An employee who is reemployed  
23 from an authorized layoff and who has a positive sick leave balance and who completed twenty-

1 six (26) weeks of continuous employment prior to the layoff may take approved sick leave upon  
2 reemployment.

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

7

8

## **SECTION 17.**

9

### **MILITARY LEAVE**

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

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

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

19

## **SECTION 18.**

20

### **EDUCATION REIMBURSEMENT**

21 The Chief Medical Examiner may, with the prior approval of the Director of Personnel,  
22 authorize salary payments, payments of tuition expenses, fees, books and related material in  
23 whole or in part to employees to permit them to attend school, visit other governmental agencies

1 or in any approved manner to devote themselves to improvement of knowledge or skills required  
2 in the performance of the duties of their position.

3 The Department of Personnel may reimburse, in whole or in part, expenses incurred by  
4 Medical Examiner employees in the pursuit of improvement of the knowledge and skills required  
5 in the performance of their positions or in higher positions, when funds have been budgeted  
6 therefore.

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

11

12

## **SECTION 19.**

13

### **LEAVES OF ABSENCE AND FAMILY/MEDICAL LEAVE**

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An employee of the Medical Examiner's office may request a leave of absence, or the  
Chief Medical Examiner may request a leave of absence for an employee, for any reason under  
the City's general leave policy, or a "Family/Medical Leave of Absence" for certain qualifying  
reasons under provisions of "The Family and Medical Leave Act of 1993" as provided in this  
ordinance and under additional provisions and regulations as determined by the Chief Medical  
Examiner.

20

21

22

(a) The Chief Medical Examiner may grant an employee in the Medical Examiner's Office a  
general leave of absence without pay for a period of one year, which may be extended, with the  
prior approval of the Chief Medical Examiner.

23

Upon the expiration of such leave of absence, the employee shall be reinstated to the

1 position he/she occupied at the time the leave was granted provided he/she is able to perform the  
2 duties of the position. The employee shall be reinstated to the position at the same relative rate  
3 in the salary range the employee occupied at the time the leave was initiated. Failure of an  
4 employee to report for duty promptly at the expiration of the leave shall be just cause for  
5 dismissal. If necessary to the efficient conduct of the business of the City Medical Examiner's  
6 Office, an employee on leave other than military leave or qualifying family/medical leave may  
7 be notified by the Chief Medical Examiner to return prior to the expiration of such leave. Failure  
8 of the employee to return within ten (10) days after receipt of such notice shall terminate his/her  
9 leave of absence and be just cause for dismissal, subject to any applicable federal, state or local  
10 regulations.

11 **(b)** The Medical Examiner's Office will follow all applicable state and federal laws on the  
12 granting of family/medical leave.

13 The Chief Medical Examiner may establish additional rules, guidelines and procedures for the  
14 effective administration of the City's "Family/Medical Leave Policy." The policy shall comply  
15 with all provisions of the "Family/Medical Leave Act of 1993" and any amendments thereafter.

16 **(c)** Any employee in a full time position who is appointed to an excepted position shall be  
17 granted an in-service leave without pay from the full time position during the term to which  
18 he/she is appointed to the excepted position. Such leave shall be for the term of the appointment  
19 to the excepted position and until his/her successor qualifies. Upon the expiration of the  
20 appointment to the excepted position, the employee shall be reinstated to the full time position  
21 he/she occupied immediately prior to the in-service leave. The employee shall be reinstated to  
22 the full time position as provided for temporary promotion in Section 5(a)(2). Employees who  
23 are returned to a full time position shall retain any vacation, compensatory time or sick leave

1 balance in effect at the time of granting of the leave of absence for appointment to the excepted  
2 position. Employees shall be given credit for time spent in an excepted appointment in  
3 computing eligibility for additional vacation leave accrual.

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

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

22  
23 **(f)** In the event that a fiscal crisis occurs in the City of St. Louis, employees whose pay

1 schedule is designated by "M" may request to be docked without pay. The request must be in  
2 writing at least two weeks prior to the dock and approved by the appointing authority. If  
3 approved by the Chief Medical Examiner, the dock will not affect any employee benefits  
4 including, but not limited to, health insurance, pension calculations, anniversary dates, or any  
5 employee's service rating or eligibility for promotion. The Chief Medical Examiner will still be  
6 required to make all appropriate deductions for health insurance and pensions from his accounts.

7

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

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## **SECTION 20.**

12

### **INSURANCE BENEFITS**

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23

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



1 The supervisor shall in turn report, through the Chief Medical Examiner, all facts concerning the  
2 incident to the City Counselor. The Chief Medical Examiner shall promptly provide such  
3 written information and recommendations as may be requested by the City Counselor to aid in  
4 making the determination of the period of disability.

5  
6 The employee who suffers a personal injury as described in part (a) of this section, and  
7 which results in temporary disability, may elect to use sick leave for the first three days of  
8 temporary disability. Thereafter, the employee will be compensated at the rate mandated by the  
9 Missouri Workers' Compensation Law. If the period of disability extends fourteen (14) calendar  
10 days or more, the three days of sick leave used during the first three days of disability will be  
11 restored to the employee's sick leave balance. The City Counselor shall determine the actual  
12 amount of compensation and length of time during which payments are made for such temporary  
13 disability in accordance with the Missouri Workers' Compensation Law.

14  
15 **(b)** The City Counselor or the Chief Medical Examiner may require an employee to undergo  
16 a physical examination and medical or surgical treatment at the expense of the City to diagnose  
17 and treat injuries or illnesses arising out of employment.

18  
19 **(c)** The City Counselor and the Comptroller shall establish procedures for paying  
20 compensation to employees or former employees who are permanently disabled and due  
21 compensation under the Missouri Workers' Compensation Law. The Comptroller shall designate  
22 the fund or appropriation out of which such payment shall be made.

23

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

1 of jury service, credit the employee with paid jury leave for such service.

2

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

15

16

17

## **SECTION 24.**

18

### **DEFERRED COMPENSATION**

19

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

22

23 **(b)** In accordance with the regulations applicable to the plan, as set out herein, the

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1 Comptroller is authorized to enter into an agreement with eligible participants, whereby said  
2 participants may designate a portion of their future earnings to be deducted by the City and  
3 placed in a fund to be designated "City of St. Louis Deferred Compensation Plan Fund" for the  
4 purpose of providing tax deferred benefits to the participants upon retirement.

5

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

21

22

**SECTION 25.**

23

**RETIREMENT**

1 The following provisions shall apply to the Employees Retirement System:

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

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  
5 the termination 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  
9 *less* sick leave hours considered as creditable service for the purpose of  
10 determining eligibility for retirement benefits, except that said balance cannot  
11 exceed twenty-five percent (25%) of a member's total sick leave as accrued on the  
12 date of retirement.

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 (1) The sum of monthly compensation received by the member for each consecutive  
17 month of creditable service immediately preceding the termination of his/her  
18 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  
21 *less* sick leave hours considered as creditable service for the purpose of  
22 determining eligibility for retirement benefits, except that said balance cannot  
23 exceed twenty-five percent (25%) of a member's total sick leave as accrued on the

1 date of retirement.

2  
3 (3) The number of consecutive months of creditable service immediately preceding  
4 the termination of his/her employment, and

5 (4) Twelve (12).

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

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

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

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- 1 (a) Sick leave hours considered as creditable service for the purpose of determining  
2 eligibility for retirement benefits, and  
3 (b) Sick leave hours paid to the member upon termination of his/her employment, and  
4 (c) Sick leave hours used in determining final average compensation.  
5

6 **SECTION 26.**

7 **SEVERABILITY**

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

16 **SECTION 27.**

17 **REPEAL OF PREVIOUS ORDINANCES**

18 Ordinance 66401 and all other ordinances or amendments, or parts thereof conflicting  
19 with the provisions of this ordinance are hereby repealed.  
20

21 **SECTION 28.**

22 **EMERGENCY CLAUSE**

23 This ordinance being deemed necessary for the immediate preservation of the public  
peace, health and safety is declared to be an emergency ordinance pursuant to Article IV

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1 Section 19 and 20 of the Charter.

2

3

**INDEX TO COMPENSATION ORDINANCE**

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

6

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