

1 Board Bill No 419 Introduced by Alderman Stephen Gregali
2 An ordinance to regulate employer and employee working relationships between the City of St.
3 Louis Medical Examiner's Office and all employees under the Medical Examiner, including a
4 compensation plan, terms and conditions of employment, benefits, leaves of absence, and
5 authorization for a Deferred Compensation Plan; repealing Ordinance 67335, approved
6 December 11, 2006; allocating certain other employees to a grade with rate and including an
7 emergency clause. The provisions of the sections contained in this ordinance shall be effective
8 beginning with the bi-weekly pay period starting December 23, 2007.

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

11
12 **SECTION 1.**

13 **ALPHABETICAL LIST OF CLASSES**

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15 (a) Beginning with the bi-weekly pay period starting December 23, 2007, the following
16 positions in the Medical Examiner's Office with bi-weekly rates are hereby allocated as listed
17 below and adopted as the Pay Classification Plan of the Medical Examiner's Office:

18

19	GRADE/TITLE	CODE	SCHEDULE	OVTM
20	Administrative Secretary	1137	13G	3
21	Autopsy Technician I	5411	09G	3
22	Autopsy Technician II	5412	11G	3
23	Autopsy Technician III	5413	12G	3
24	Autopsy Technician Supervisor	5414	10G	3
25	Computer Operator I	1323	10G	3
26	Computer Operator II	1324	11G	3

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

33 **SECTION 2.**

34 **OFFICIAL PAY SCHEDULE FOR CLASSIFICATION GRADES**

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

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

The following bi-weekly pay schedule for all pay grades denoted with the suffix "G" or "M" shall become effective beginning with the bi-weekly pay period starting December 23, 2007

BI-WEEKLY RANGE OF PAY IN WHOLE DOLLARS

GRADE	MINIMUM	MAXIMUM
5	663	995
6	722	1083
7	788	1181
8	859	1287
9	935	1403
10	1019	1530
11	1112	1668
12	1212	1818
13	1340	2012
14	1542	2313
15	1773	2661
16	2040	3059
17	2346	3520
18	2697	4047
19	3103	4654
20	3569	5352
21	3854	5780
22	4162	6242
23	4494	6743

(b) the following bi-weekly pay schedule for all pay grades denoted with the suffix "G" "P" or "M" shall become effective beginning with the bi-weekly pay period starting June 22, 2008.

BI-WEEKLY RANGE OF PAY IN WHOLE DOLLARS

GRADE	MINIMUM	MAXIMUM
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1			
2	5	676	1015
3	6	736	1105
4	7	804	1205
5	8	876	1313
6	9	954	1431
7	10	1039	1561
8	11	1134	1701
9	12	1236	1854
10	13	1367	2052
11	14	1573	2359
12	15	1808	2714
13	16	2081	3120
14	17	2393	3590
15	18	2751	4128
16	19	3165	4747
17	20	3640	5459
18	21	3931	5896
19	22	4245	6367
20	23	4584	6878
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22			
23			

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

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

30

31 (1) In order for an employee to be eligible for shift differential compensation for a work
 32 shift, the employee must regularly work a shift that requires the completion of four (4)
 33 continuous hours of work between the hours of 4:00 p.m. and 8:00 a.m. the following morning.

1 Employees who are regularly assigned to work schedules that require them to rotate among three
2 shifts (day, evening, night) on a bi-monthly or more frequent basis shall be eligible for shift
3 differential compensation for all three shifts worked.

4
5 For employees whose pay range is established in Section 2(a) the shift differential premium shall
6 be 1% of the employee's regular base bi-weekly rate for each eligible shift worked in a bi-weekly
7 pay period.

8
9 (2) Except as otherwise provided in this ordinance, shift differential shall not be paid to
10 employees compensated on an hourly or per performance basis, or bi-weekly paid employees
11 who work part-time. Neither shall shift differential be paid to full-time regular employees
12 docked for any portion of an eligible shift.

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

20
21 **(d) WEEKEND DIFFERENTIAL:** When employees whose pay range is established in
22 Section 2(a) work on a Saturday and/or Sunday they may be eligible for weekend differential.

1 This differential shall be 1% of an employee's base bi-weekly rate and shall not be paid for any
2 overtime worked that is not part of an employee's regular schedule. An employee shall receive
3 weekend differential for working any portion of an eligible day. This differential shall only be
4 paid for whole hours worked, providing the portion of the day not worked is charged to paid
5 leave. Weekend differential shall not be paid to employees compensated on an hourly or per
6 performance basis or bi-weekly paid employees who work part-time. Neither will the weekend
7 differential be paid to full-time regular employees docked for any portion of a day on which the
8 differential would otherwise be paid.

9
10 (e) The Chief Medical Examiner may establish per performance rates of pay, hourly rates of
11 pay, or rates of pay for units of work and the conditions for making of any such payments. Such
12 per performance, hourly, or unit-of-work rates may be computed from the bi-weekly scales
13 established in this ordinance. Per performance, hourly, or unit-of-work rates shall be established
14 considering the nature of employment, community practices in compensating similar
15 employment, and the purpose of the program for which the rate is established. Employees paid
16 per performance, hourly, or unit-of-work rates of pay shall not be entitled to vacation, sick leave
17 or holiday leave with pay or other benefits accorded employees paid on a bi-weekly basis except
18 that an appointing authority, and when sufficient funds have been appropriated for the fiscal
19 year, may establish a modified level or type of benefit program when the provision of such
20 benefit is needed in order to attract and retain sufficiently qualified employees to work in
21 specific per performance, hourly, or unit-of-work assignments.

22

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

5

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

9

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

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

21

22 **(h)** The Chief Medical Examiner may authorize payment of special recruitment bonuses,

1 travel, moving and related expenses to recruit employees for positions when funds for this
2 purpose are appropriated to the Medical Examiner.

3

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

8

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

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

1 Department of Personnel.

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

7

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

1 **SALARY RANGE LIMITATIONS**

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

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7 **SECTION 4.**
8 **STARTING SALARY**

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

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

17
18 The Chief Medical Examiner may establish a recruitment rate for a single position or all
19 positions in a class and authorize employment at an amount above the minimum but within the
20 regular range of salary established for the class. When a recruitment rate is established for an
21 entire class, employees in such class may have their salaries adjusted to appropriate rates in the
22 new range resulting from the establishment of the recruitment rate.

1 employee up to twenty percent (20%) when such action is needed to attract experienced,
2 qualified candidates for a position. Such salary determinations shall take into consideration the
3 nature and magnitude of the accretion of duties and responsibilities resulting from the promotion.
4 However, no employee shall be paid less than the minimum rate nor more than the maximum
5 rate for the new class of position, except as otherwise provided in this ordinance.

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

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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.

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

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21 (2) If an employee accepts a voluntary demotion, his/her rate of pay shall be reduced to a
22 rate within the range for the new position which is five percent (5%) lower than the rate received

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

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

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13 (c) Reallocation:

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

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21 (2) If the employee's position is reallocated to a class in a lower pay grade and the
22 employee's rate of pay for the previous position is within the salary range of the new position,

1 his/her salary shall remain unchanged.

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

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

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SECTION 6.

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SALARY ADJUSTMENT

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

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

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

7

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

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

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.
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5 **SECTION 7.**

6 **INCOME SOURCES**

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

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

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SECTION 12.

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CERTIFICATION OF PAYROLL

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

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SECTION 13.

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OVERTIME

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

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OVERTIME CODE:

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

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

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

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

1 compensation.

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

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

8

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

1 bi-weekly pay period.

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

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

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

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

1 These maximum balances of compensatory time shall apply to employees working an average
2 work week of forty (40) hours; the maximum balance of compensatory time for employees
3 whose average work week is more or less than forty (40) hours shall be proportionate. No
4 provision of this section establishing a maximum balance of compensatory time shall serve to
5 cancel any compensatory time due to an employee or to deny an employee payment for recorded
6 compensatory time earned in accordance with the provisions of the compensation ordinance in
7 effect at the time the compensatory time was earned.

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9 The Chief Medical Examiner shall establish procedures to assure that non-exempt employees are
10 promptly granted time off when such employees request to use their earned compensatory time.

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

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

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

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

SECTION 14.

HOLIDAYS

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

<u>DATE</u>	<u>HOLIDAY</u>
January 1	New Years Day
Third Monday in January	Rev. Martin Luther King Jr. Day

1	Third Monday in February	Presidents' Day
2	Last Monday in May	Memorial Day
3	July 4	Independence Day
4	First Monday in September	Labor Day
5	November 11	Veterans' Day
6	Fourth Thursday in November	Thanksgiving Day
7	Day after Thanksgiving	Day after Thanksgiving
8	December 25	Christmas Day

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

14

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

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SECTION 15.
VACATION

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

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

PAY ESTABLISHED

IN SECTION

2(a)

<u>Length of</u>	<u>Bi-Weekly</u>	<u>Annual</u>
<u>Cumulative Service</u>	<u>Accrual Rates</u>	<u>Equivalent</u>
1 but less than 5 years	5	130

1	5 but less than 10 years	6	156
2	10 but less than 15 years	7	182
3	15 but less than 20 years	8	208
4	20 or more years	9	234

5

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

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

13

14 PAY ESTABLISHED

15 IN SECTION

16 2(a)

17

1 hour shall be made whole. The accrual of vacation leave shall cease at the beginning of terminal
2 leave.

3

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

8

9 When the employee requests vacation leave in accordance with departmental policies.

10

11 When directed to take paid time off by the Chief Medical Examiner.

12

13 When an employee is terminated or resigns from the Medical Examiner's Office.

14

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

21

22 (5) All employees may request payment from the Chief Medical Examiner for forty (40)
23 hours of vacation accrual in lieu of scheduling paid leave provided that the full vacation

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

5

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

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

17

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

1 (m) Employees occupying excepted positions in the Medical Examiner's Office shall be
2 granted vacation at the discretion of the Chief Medical Examiner. An employee whose term in
3 an excepted position ends and who is then appointed to a permanent position working one-half
4 (50%) time or more shall become eligible to accrue vacation leave with pay upon appointment to
5 the position. Length of cumulative service for the purpose of determining rate of vacation leave
6 accrual shall be based on the employee's original date of appointment to the excepted position,
7 providing there was no break in service between expiration of the excepted position and
8 appointment to the permanent full time position. The date of appointment to the permanent
9 position shall be used to determine the appropriate rate of vacation accrual for the corresponding
10 length of cumulative service in accordance with the schedule established in Section 15(b).

11

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

15

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

18

19

SECTION 16.

20

SICK LEAVE

21

22 (a) Sick leave with pay shall be granted to bi-weekly paid employees in permanent positions
23 working one-half (50%) time or more in accordance with regulations and procedures established

1 by the Chief Medical Examiner.

2

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

6

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

11

12 (3) An active employee who is a member of the Employees Retirement System and who
13 applies for retirement and immediately retires from active service, shall receive payment for
14 his/her sick leave balance less any sick leave credited or paid to a member or used in the
15 calculation of retirement benefits under this or any other ordinance(s). If the employee's
16 retirement system provides for sick leave to be credited or paid to a member or used in the
17 calculation of retirement benefits, this payment shall be limited to a maximum of fifty percent
18 (50%) of the value of the employee's sick leave balance.

19

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

22

23 (c) The Chief Medical Examiner shall remove an employee from the payroll for unexcused

1 absence in accordance with regulations and established procedures. When an employee is
2 docked from the payroll under the provisions of this section, the amount deducted from his/her
3 regular bi-weekly rate of pay shall be one times (1.0x) the regular hourly rate as defined in this
4 ordinance for each hour of unexcused absence. If an employee is docked from the payroll for
5 one (1) hour or less in a bi-weekly pay period, he/she will continue to accrue sick leave.

6

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

12

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

19

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

42 November 30, 2007

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Board Bill # 419

Sponsored by: Alderman Stephen Gregali

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SECTION 17.

MILITARY LEAVE

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

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

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

SECTION 18.

EDUCATION REIMBURSEMENT

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

1 in the performance of the duties of their position.

2

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

6

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

11

12

13

SECTION 19.

14

LEAVES OF ABSENCE AND FAMILY/MEDICAL LEAVE

15

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

22

23 (a) The Chief Medical Examiner may grant an employee in the Medical Examiner's Office a

1 general leave of absence without pay for a period of one year, which may be extended, with the
2 prior approval of the Chief Medical Examiner.

3

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

15

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

18

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

22

23 **(c)** Any employee in a full time position who is appointed to an excepted position shall be

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

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

20
21 **(e)** Employees who are granted general leaves of absence and other non-paid leaves of
22 absence, including certain family/medical and investigative leaves of absence, must take all
23 accrued vacation at the start of the leave of absence. Employees granted certain family/medical

1 leave must first use all accrued sick leave at the start of the leave and then all accrued vacation
2 leave. Employees who are granted or placed on a non-paid leave of absence will not accrue
3 vacation and sick leave during the period of non-paid leave. Upon the expiration of such leaves
4 of absence, the employee shall follow the procedures as established in this Section 20 and any
5 other applicable regulations and procedures as established by the Chief Medical Examiner.

6
7 **(f)** In the event that a fiscal crisis occurs in the City of St. Louis, employees whose pay
8 schedule is designated by "M" may request to be docked without pay. The request must be in
9 writing at least two weeks prior to the dock and approved by the appointing authority. If
10 approved by the Chief Medical Examiner, the dock will not affect any employee benefits
11 including, but not limited to, health insurance, pension calculations, anniversary dates, or any
12 employee's service rating or eligibility for promotion. The Chief Medical Examiner will still be
13 required to make all appropriate deductions for health insurance and pensions from his accounts.

14
15 **(g)** The Chief Medical Examiner may put an employee on investigative leave of absence
16 without pay pending the outcome of criminal charges pending against the employee.

17
18 **SECTION 20.**

19 **INSURANCE BENEFITS**

20
21 The City of St. Louis is hereby authorized to devise and establish by contract or otherwise plans
22 for life, health, medical, disability, and other insurance coverage deemed necessary for
23 employees in the Medical Examiner's Office and other employees for the City and their

1 dependents. The Director of Personnel shall develop and administer programs to provide for
2 such coverage. The Director of Personnel shall confer with the Board of Estimate and
3 Apportionment by February 1st of each year regarding these plans and the appropriate funding
4 level. The Director shall then be charged with the responsibility of establishing the applicable
5 funding level and remittance rates for the aforementioned plans and certify same to the
6 Comptroller and Budget Director by March 1st of each year and no officer or employee shall
7 alter or amend such rates.

8
9 **SECTION 21.**

10 **DEATH BENEFIT**

11
12 In the event any employee of the Medical Examiner's Office whose pay is established by this
13 ordinance dies as a result of injuries arising out of and in the course of his/her employment by
14 the City, the City shall pay compensation in accordance with the Missouri Workers'
15 Compensation Law. The Director of Personnel and the City Counselor shall establish
16 procedures for making the payments required by the Missouri Workers' Compensation Law. The
17 Comptroller shall designate the fund or appropriation out of which such payment shall be made.
18 Such compensation shall be in addition to any life insurance benefits paid for by the City or by
19 the employee which is available to the employee's beneficiaries and also in addition to any
20 benefit provided by the Employees Retirement System of the City of St. Louis.

21
22 **SECTION 22.**

23 **WORKERS' COMPENSATION AND DISABILITY LEAVE**

1 a physical examination and medical or surgical treatment at the expense of the City to diagnose
2 and treat injuries or illnesses arising out of employment.

3
4 (c) The City Counselor and the Comptroller shall establish procedures for paying
5 compensation to employees or former employees who are permanently disabled and due
6 compensation under the Missouri Workers' Compensation Law. The Comptroller shall designate
7 the fund or appropriation out of which such payment shall be made.

8
9 (d) The City Counselor shall be responsible for the administration of the provisions of this
10 Section 22 and shall establish and publish procedural regulations for the administration of the
11 program. The Medical Examiner shall establish procedures to comply with the provisions of this
12 section and established regulations.

13
14 **SECTION 23.**

15 **JURY AND WITNESS LEAVE**

16
17 (a) Jury leave with pay shall be granted to bi-weekly paid employees working one-half
18 (50%) time or more for such time when such employees are serving as jurors pursuant to order of
19 the St. Louis Circuit Court or United States District Court in St. Louis. Any bi-weekly paid
20 employee, when so summoned for jury service, shall report such fact within seventy-two (72)
21 hours to his/her immediate supervisor and display to the Chief Medical Examiner the summons
22 which the employee has received and shall give the Chief Medical Examiner in writing the date
23 and the time of such jury service. No bi-weekly paid employee shall receive any compensation

1 from the Jury Commissioner or the United States District Court system for jury service for days
2 the employee receives compensation from the City. A bi-weekly paid employee may keep the
3 jury stipend for days when the employee receives no compensation from the City (off days,
4 docks, leaves, etc.). Upon being discharged from serving as a juror by the Court or Jury
5 Commissioner, the employee shall forthwith report to his/her immediate supervisor if discharged
6 during their normally scheduled work hours and shall submit to his/her immediate supervisor a
7 written statement from the Jury Commissioner certifying that the employee has served as a juror
8 and the time and date so served. The immediate supervisor shall, upon receipt of the statement
9 of jury service, credit the employee with paid jury leave for such service.

10

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

23

1 manner affecting and/or relating to any of the aforementioned Deferred Compensation provisions
2 contained in this Section 25, the Board of Estimate and Apportionment of the City of St. Louis
3 may amend the deferred compensation plan accordingly and may execute any and all documents
4 necessary to achieve and effectuate the recommended changes.

5
6 **SECTION 25.**

7 **RETIREMENT**

8
9 The following provisions shall apply to the Employees Retirement System:

10
11 (a) "Final Average Compensation" is equal to one-half of the sum of (1) and (2) below:

12
13 (1) The annual compensation received by a member for the two (2) consecutive years of
14 creditable service in which the highest compensation was received preceding the termination of
15 his/her employment, and

16
17 (2) The balance of a member's sick leave pay as accrued on the date of retirement *less* sick
18 leave hours paid to the member upon termination of his/her employment and *less* sick leave
19 hours considered as creditable service for the purpose of determining eligibility for retirement
20 benefits, except that said balance cannot exceed twenty-five percent (25%) of a member's total
21 sick leave as accrued on the date of retirement.

22
23 (b) If a member has less than two (2) consecutive years of creditable service his/her final

1 average compensation shall be equal to the sum of (1) and (2) below, divided by (3) below and
2 then multiplied by (4) below:

3

4 (1) The sum of monthly compensation received by the member for each consecutive month
5 of creditable service immediately preceding 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* sick
8 leave hours paid to the member upon termination of his/her employment and *less* sick leave
9 hours considered as creditable service for the purpose of determining eligibility for retirement
10 benefits, except that said balance cannot exceed twenty-five percent (25%) of a member's total
11 sick leave as accrued on the date of retirement.

12

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

15

16 (4) Twelve (12).

17

18 The years of creditable service of a member shall be the number of years and completed months
19 of service during which he/she receives compensation from the first day of the calendar month
20 following the date of the beginning of each employment with an employer until his/her
21 employment is terminated, subject to the provisions of this section. The years of creditable
22 service of an employee hired after the operative date who had attained the age of sixty (60) years
23 at initial employment shall be the number of years and completed months of service during

1 which he/she receives compensation from October 1, 1988, and hereafter, from the first day on
2 or after October 1, 1988, of the beginning of each employment with an employer until his/her
3 employment is terminated. No creditable service shall be granted for any period of employment
4 before October 1, 1988, after the calendar month in which the member attains age seventy (70).

5 No creditable service for prior employment shall be granted an employee who becomes a
6 member after April 1, 1960, unless he/she was employed by an employer on April 1, 1960.

7

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

10

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

14

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

17

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

19

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

21

22

SECTION 26.

23

SEVERABILITY

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INDEX TO COMPENSATION ORDINANCE

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

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