

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

2004 Legislative Session

Resolution No. CR-2-2004

Proposed by The Chairman (by request – County Executive)

Introduced by Council Members Knotts, Shapiro, Harrington, Dernoga, Dean,
Exum and Peters

Co-Sponsors _____

Date of Introduction December 3, 2003

RESOLUTION

1 A RESOLUTION concerning

2 Compensation and Benefits - Council 67

3 American Federation of State, County and Municipal Employees, AFL-CIO, and its affiliated

4 Local 1170 (Supervisory Employees in the Health Department) – Salary Schedule U

5 Schedule of Pay Grades

6 For the purpose of amending the Salary Plan of the County to reflect the terms of the labor
 7 agreement by and between Prince George's County, Maryland and Council 67, American
 8 Federation of State, County and Municipal Employees Local 1170.

9 WHEREAS, pursuant to Section 903 of Article IX of the Prince George's County Charter
 10 and Section 16-125(a) of the Prince George's County Code, amendments to the County's Salary
 11 Plan are to be submitted to the County Council in resolution form; and

12 WHEREAS, the Salary Plan must at this time be amended by the approval of a salary
 13 schedule to reflect the terms of the labor agreement by and between Prince George's County,
 14 Maryland and Council 67, American Federation of State, County and Municipal Employees
 15 Local 1170.

16 NOW, THEREFORE, BE IT RESOLVED by the County Council of Prince George's
 17 County, Maryland, that Salary Schedule U submitted and recommended by the County Executive
 18 on December 2, 2003, which is attached hereto and made a part hereof, setting forth the following
 19 modifications: cost of living increases in Fiscal Years 2004 and 2005; merit increases in Fiscal
 20 Years 2004 and 2005; foreign language pay; alternate work schedule; overtime compensation;
 21 emergency response pay; temporary assignments; personal leave; military leave; bereavement

1 leave; union business leave; and social security, be and the same is hereby approved.

2 Adopted this 13th day of January, 2004.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: _____
Tony Knotts
Chairman

ATTEST:

Redis C. Floyd
Clerk of the Council

SALARY SCHEDULE U

SCHEDULE OF PAY GRADES - AFSCME LOCAL 1170

(HEALTH DEPARTMENT)

PRINCE GEORGE'S COUNTY, MARYLAND

EFFECTIVE JULY 1, 2003 - JUNE 30, 2005

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1. SCHEDULED PAY RATES

SCHEDULE OF PAY GRADES (U-14 – U-27)
 AFSCME LOCAL 1170 (HEALTH DEPARTMENT)
 PRINCE GEORGE'S COUNTY, MARYLAND
 EFFECTIVE OCTOBER 6, 2002

(This Salary Schedule is Included as a Convenient Reference and Shall Remain in Effect Through November 16, 2003)

GRADE		MIN	MAX	L1	L2	L3
U14	HOURLY	12.6809	19.8940	20.3800	20.8782	21.3889
	BIWKLY	1014.48	1,591.52	1630.4	1670.26	1711.11
	ANNUAL	26,376	41,380	42,390	43,427	44,489
U18	HOURLY	15.3165	24.0839	24.6747	25.2803	25.9010
	BIWKLY	1,225.32	1,926.71	1973.98	2022.42	2072.08
	ANNUAL	31,858	50,095	51,323	52,583	53,874
U20	HOURLY	16.8400	26.5058	27.1572	27.8248	28.5091
	BIWKLY	1,347.20	2,120.47	2172.57	2225.98	2280.73
	ANNUAL	35,027	55,132	56,487	57,876	59,299
U21	HOURLY	17.6593	27.8085	28.4924	29.1934	29.9120
	BIWKLY	1,412.75	2,224.68	2279.39	2335.47	2392.96
	ANNUAL	36,731	57,842	59,264	60,722	62,217
U24	HOURLY	20.3716	32.1207	32.9124	33.7239	34.5557
	BIWKLY	1,629.73	2,569.65	2632.99	2697.91	2764.45
	ANNUAL	42,373	66,811	68,458	70,146	71,876
U27	HOURLY	23.5117	37.1124	38.0289	38.9683	39.9312
	BIWKLY	1,880.93	2,968.99	3042.31	3117.47	3194.5
	ANNUAL	48,904	77,194	79,100	81,054	83,057

The hourly rates are the same as the September 1, 2002 rates multiplied by 103%. For administrative purposes the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

SCHEDULE OF PAY GRADES (U-14 – U-27)
AFSCME LOCAL 1170 (HEALTH DEPARTMENT)
PRINCE GEORGE'S COUNTY, MARYLAND
EFFECTIVE NOVEMBER 16, 2003

GRADE		MIN	MAX	L1	L2	L3
U14	HOURLY	12.8077	20.0929	20.5838	21.0870	21.6028
	BIWKLY	1024.62	1607.44	1646.70	1686.96	1728.22
	ANNUAL	26,640	41,793	42,814	43,861	44,934
U18	HOURLY	15.4697	24.3247	24.9214	25.5331	26.1600
	BIWKLY	1237.57	1945.98	1993.72	2042.65	2092.80
	ANNUAL	32,177	50,595	51,837	53,109	54,413
U20	HOURLY	17.0084	26.7709	27.4288	28.1030	28.7942
	BIWKLY	1360.67	2141.67	2194.30	2248.24	2303.54
	ANNUAL	35,377	55,683	57,052	58,454	59,892
U21	HOURLY	17.8359	28.0866	28.7773	29.4853	30.2111
	BIWKLY	1426.87	2246.93	2302.19	2358.83	2416.89
	ANNUAL	37,099	58,420	59,857	61,329	62,839
U24	HOURLY	20.5753	32.4419	33.2415	34.0611	34.9013
	BIWKLY	1646.03	2595.35	2659.32	2724.89	2792.10
	ANNUAL	42,797	67,479	69,142	70,847	72,595
U27	HOURLY	23.7468	37.4835	38.4092	39.3580	40.3305
	BIWKLY	1899.75	2998.68	3072.74	3148.64	3226.44
	ANNUAL	49,393	77,966	79,891	81,865	83,887

The hourly rates are the same as the October 6, 2002 rates multiplied by 101%. For administrative purposes the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

SCHEDULE OF PAY GRADES (U-14 – U-27)
AFSCME LOCAL 1170 (HEALTH DEPARTMENT)
PRINCE GEORGE'S COUNTY, MARYLAND
EFFECTIVE JANUARY 11, 2004

GRADE		MIN	MAX	L1	L2	L3
U14	HOURLY	12.9358	20.2939	20.7896	21.2979	21.8188
	BIWKLY	1034.86	1623.51	1663.17	1703.83	1745.51
	ANNUAL	26,906	42,211	43,242	44,300	45,383
U18	HOURLY	15.6244	24.5680	25.1707	25.7884	26.4216
	BIWKLY	1249.95	1965.44	2013.65	2063.07	2113.73
	ANNUAL	32,499	51,101	52,355	53,640	54,957
U20	HOURLY	17.1785	27.0386	27.7031	28.3841	29.0821
	BIWKLY	1374.28	2163.09	2216.24	2270.73	2326.57
	ANNUAL	35,731	56,240	57,622	59,039	60,491
U21	HOURLY	18.0143	28.3675	29.0651	29.7802	30.5132
	BIWKLY	1441.14	2269.40	2325.21	2382.41	2441.06
	ANNUAL	37,470	59,004	60,455	61,943	63,468
U24	HOURLY	20.7811	32.7663	33.5739	34.4018	35.2503
	BIWKLY	1662.49	2621.31	2685.92	2752.14	2820.02
	ANNUAL	43,225	68,154	69,834	71,556	73,321
U27	HOURLY	23.9843	37.8584	38.7933	39.7516	40.7338
	BIWKLY	1918.74	3028.67	3103.46	3180.13	3258.71
	ANNUAL	49,887	78,745	80,690	82,683	84,726

The hourly rates are the same as the November 16, 2003 rates multiplied by 101%. For administrative purposes the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

SCHEDULE OF PAY GRADES (U-14 – U-27)
AFSCME LOCAL 1170 (HEALTH DEPARTMENT)
PRINCE GEORGE'S COUNTY, MARYLAND
EFFECTIVE APRIL 4, 2004

GRADE		MIN	MAX	L1	L2	L3
U14	HOURLY	13.0651	20.4968	20.9975	21.5108	22.0370
	BIWKLY	1045.21	1639.74	1679.80	1720.87	1762.96
	ANNUAL	27,175	42,633	43,675	44,743	45,837
U18	HOURLY	15.7806	24.8137	25.4224	26.0463	26.6858
	BIWKLY	1262.45	1985.09	2033.79	2083.71	2134.87
	ANNUAL	32,824	51,612	52,879	54,176	55,507
U20	HOURLY	17.3503	27.3090	27.9801	28.6679	29.3730
	BIWKLY	1388.02	2184.72	2238.41	2293.43	2349.84
	ANNUAL	36,089	56,803	58,199	59,629	61,096
U21	HOURLY	18.1944	28.6511	29.3557	30.0780	30.8184
	BIWKLY	1455.55	2292.09	2348.46	2406.24	2465.47
	ANNUAL	37,844	59,594	61,060	62,562	64,102
U24	HOURLY	20.9889	33.0940	33.9097	34.7458	35.6028
	BIWKLY	1679.11	2647.52	2712.77	2779.66	2848.22
	ANNUAL	43,657	68,835	70,532	72,271	74,054
U27	HOURLY	24.2241	38.2369	39.1812	40.1491	41.1412
	BIWKLY	1937.93	3058.96	3134.50	3211.93	3291.29
	ANNUAL	50,386	79,533	81,497	83,510	85,574

The hourly rates are the same as the January 11, 2004 rates multiplied by 101%. For administrative purposes the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

SCHEDULE OF PAY GRADES (U-14 – U-27)
AFSCME LOCAL 1170 (HEALTH DEPARTMENT)
PRINCE GEORGE'S COUNTY, MARYLAND
EFFECTIVE OCTOBER 3, 2004

GRADE		MIN	MAX	L1	L2	L3
U14	HOURLY	13.1958	20.7018	21.2075	21.7259	22.2574
	BIWKLY	1055.66	1656.14	1696.60	1738.08	1780.59
	ANNUAL	27,447	43,060	44,112	45,190	46,295
U18	HOURLY	15.9384	25.0618	25.6766	26.3068	26.9527
	BIWKLY	1275.07	2004.94	2054.13	2104.54	2156.21
	ANNUAL	33,152	52,129	53,407	54,718	56,062
U20	HOURLY	17.5238	27.5820	28.2599	28.9546	29.6667
	BIWKLY	1401.90	2206.56	2260.79	2316.37	2373.33
	ANNUAL	36,449	57,371	58,781	60,226	61,707
U21	HOURLY	18.3763	28.9376	29.6493	30.3788	31.1265
	BIWKLY	1470.11	2315.01	2371.94	2430.30	2490.12
	ANNUAL	38,223	60,190	61,671	63,188	64,743
U24	HOURLY	21.1988	33.4249	34.2488	35.0932	35.9588
	BIWKLY	1695.90	2673.99	2739.90	2807.46	2876.70
	ANNUAL	44,093	69,524	71,237	72,994	74,794
U27	HOURLY	24.4664	38.6193	39.5730	40.5506	41.5526
	BIWKLY	1957.31	3089.54	3165.84	3244.05	3324.21
	ANNUAL	50,890	80,328	82,312	84,345	86,429

The hourly rates are the same as the April 4, 2004 rates multiplied by 101%. For administrative purposes the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

SCHEDULE OF PAY GRADES (U-14 – U-27)
AFSCME LOCAL 1170 (HEALTH DEPARTMENT)
PRINCE GEORGE'S COUNTY, MARYLAND
EFFECTIVE JANUARY 9, 2005

GRADE		MIN	MAX	L1	L2	L3
U14	HOURLY	13.3278	20.9088	21.4196	21.9432	22.4799
	BIWKLY	1066.22	1672.70	1713.57	1755.46	1798.40
	ANNUAL	27,722	43,490	44,553	45,642	46,758
U18	HOURLY	16.0978	25.3124	25.9334	26.5698	27.2222
	BIWKLY	1287.82	2024.99	2074.67	2125.59	2177.78
	ANNUAL	33,483	52,650	53,941	55,265	56,622
U20	HOURLY	17.6990	27.8579	28.5425	29.2441	29.9634
	BIWKLY	1415.92	2228.63	2283.40	2339.53	2397.07
	ANNUAL	36,814	57,944	59,368	60,828	62,324
U21	HOURLY	18.5601	29.2270	29.9458	30.6826	31.4378
	BIWKLY	1484.81	2338.16	2395.66	2454.60	2515.03
	ANNUAL	38,605	60,792	62,287	63,820	65,391
U24	HOURLY	21.4108	33.7592	34.5913	35.4442	36.3184
	BIWKLY	1712.86	2700.73	2767.30	2835.53	2905.47
	ANNUAL	44,534	70,219	71,950	73,724	75,542
U27	HOURLY	24.7110	39.0055	39.9688	40.9561	41.9681
	BIWKLY	1976.88	3120.44	3197.50	3276.49	3357.45
	ANNUAL	51,399	81,131	83,135	85,189	87,294

The hourly rates are the same as the October 3, 2004 rates multiplied by 101%. For administrative purposes the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

SCHEDULE OF PAY GRADES (U-14 – U-27)
AFSCME LOCAL 1170 (HEALTH DEPARTMENT)
PRINCE GEORGE'S COUNTY, MARYLAND
EFFECTIVE APRIL 3, 2005

GRADE		MIN	MAX	L1	L2	L3
U14	HOURLY	13.4610	21.1179	21.6338	22.1626	22.7047
	BIWKLY	1076.88	1689.43	1730.70	1773.01	1816.38
	ANNUAL	27,999	43,925	44,998	46,098	47,226
U18	HOURLY	16.2588	25.5655	26.1927	26.8355	27.4944
	BIWKLY	1300.70	2045.24	2095.42	2146.84	2199.55
	ANNUAL	33,818	53,176	54,481	55,818	57,188
U20	HOURLY	17.8760	28.1364	28.8279	29.5366	30.2630
	BIWKLY	1430.08	2250.92	2306.23	2362.93	2421.04
	ANNUAL	37,182	58,524	59,962	61,436	62,947
U21	HOURLY	18.7457	29.5193	30.2453	30.9894	31.7522
	BIWKLY	1499.66	2361.54	2419.62	2479.15	2540.18
	ANNUAL	38,991	61,400	62,910	64,458	66,045
U24	HOURLY	21.6249	34.0968	34.9372	35.7986	36.6816
	BIWKLY	1729.99	2727.74	2794.97	2863.89	2934.53
	ANNUAL	44,980	70,921	72,669	74,461	76,298
U27	HOURLY	24.9581	39.3956	40.3684	41.3656	42.3878
	BIWKLY	1996.65	3151.64	3229.48	3309.25	3391.02
	ANNUAL	51,913	81,943	83,966	86,041	88,167

The hourly rates are the same as the January 9, 2005 rates multiplied by 101%. For administrative purposes the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

2. WAGES

A. Cost of Living Increases

1. Employees covered by this Agreement will receive a one percent (1%) increase to their base salary rate effective the first full pay period beginning on or after November 16, 2003. Employees covered by this Agreement will receive a one percent (1%) increase to their base salary rate effective the first full pay period beginning on or after January 1, 2004. Employees covered by this Agreement will receive a one percent (1%) increase to their base salary rate effective the first full pay period beginning on or after April 1, 2004.

2. Employees covered by this Agreement will receive a one percent (1%) increase to their base salary rate effective the first full pay period beginning on or after October 1, 2004. Employees covered by this Agreement will receive a one percent (1%) increase to their base salary rate effective the first full pay period beginning on or after January 1, 2005. Employees covered by this Agreement will receive a one percent (1%) increase to their base salary rate effective the first full pay period beginning on or after April 1, 2005.

B. Merit Increases

1. Employees covered by this Agreement who are eligible to receive a merit increase in Fiscal Year 2004 and Fiscal Year 2005 will receive a merit increase of three and one-half percent (3 1/2%) to their base salary rate, on their anniversary date during Fiscal Year 2004 and Fiscal Year 2005.

2. Employees will continue to receive three and one-half percent (3 1/2%) merit increases on their anniversary date until one of the following occurs:

- a. The employee reaches the MAXIMUM of his/her grade;
- b. The three and one-half percent (3 1/2%) increase would establish their hourly rate one percent (1%) or less below the MAXIMUM rate in which case the hourly rate will instead be adjusted to equal the MAXIMUM applicable rate; or
- c. The three and one-half percent (3 1/2%) increase would cause an employee's salary rate to exceed the MAXIMUM rate established for that grade, in which case the employee's salary will instead be adjusted to equal the MAXIMUM applicable rate.

3. Employees within the MINIMUM to MAXIMUM rate range will receive a salary increase upon promotion or reallocation at the rate of ten percent (10%) provided that the employee's salary rate upon promotion shall not be at a rate less than the MINIMUM rate or in excess of the MAXIMUM rate.

4. Employees within the MINIMUM rate to MAXIMUM rate range who are demoted will receive a salary decrease of ten percent (10%), provided that in no event may the rate upon demotion be less than the MINIMUM rate or exceed the MAXIMUM rate of the new grade.

5. Employees covered by this Agreement and hired before July 1, 2001 will keep the anniversary dates that they held on July 1, 2001, for as long as they are continuously employed. Employees hired on or after July 1, 2001, will have as their anniversary dates the dates of their initial appointment and those anniversary dates will not be changed while those employees are continuously employed.

C. Longevity Steps

1. Effective July 1, 2001, the U pay scale will be created from the G pay scale to include three longevity steps as follows:

a. L1 - Two and one-half percent (2 1/2%) above the MAXIMUM rate, to which an employee will be eligible to advance after completing fifteen (15) years of service.

b. L2 - Two and one-half percent (2 1/2%) above the L1 rate, to which an employee will be eligible to advance after completing seventeen (17) years of service.

c. L3 - Two and one-half percent (2 1/2%) above the L2 rate, to which an employee will be eligible to advance after completing nineteen (19) years of service.

2. The longevity steps, described above will be phased in as follows:

a. Only employees who have reached the MAXIMUM rate will be eligible for a longevity step.

b. Beginning in Fiscal Year 2002, advancement to a longevity step will be effective on an employee's anniversary date.

c. An employee at the MAXIMUM rate (or the current longevity rate), who has completed the required years of service for a longevity step (after subtracting two (2) years for lack of credit toward a merit increase during Fiscal Year 96 and Fiscal Year 97) will advance to the first (or next) longevity step, as appropriate, effective on the employee's anniversary date.

d. An employee, whose years of service (after subtracting two (2) years for lack of credit toward a merit increase during Fiscal Year 96 and Fiscal Year 97) would otherwise warrant his/her advancement by more than a single longevity step during Fiscal Year 2002, will only advance at the rate of one longevity step per fiscal year until the employee reaches the longevity step appropriate for his/her years of service (adjusted for two (2) years' lack of credit toward a merit increase during Fiscal Year 96 and Fiscal Year 97).

e. Employees at a longevity step who are promoted or demoted will receive the rate of the corresponding longevity step of the new grade after promotion or demotion.

D. Anniversary Dates

Employees covered by this Salary Schedule and hired before July 1, 2001, will keep the anniversary dates that they held on July 1, 2001, for as long as they are continuously employed.

Employees hired on or after July 1, 2001, will have as their anniversary dates the dates of their initial appointment and those anniversary dates will not be changed while those employees are continuously employed.

E. Foreign Language Interpretation

Employees covered by this Agreement will receive five hundred twenty dollars (\$520.00) per year provided they pass a conversational proficiency test and certifying verification. Details on testing requirements will be developed between the County and Union. In the event that American Sign Language is requested, a contractual employee will provide the service.

3. PROBATIONARY PERIOD

A. All employees covered by this Salary Schedule shall serve a probationary period in accordance with the Personnel Law.

B. At any time during the probationary period the Employer may remove an employee if in the Employer's opinion the employee is unwilling or unable to perform the duties of the position satisfactorily or that the employee's habits and lack of dependability do not merit continued employment with the Employer. When dismissing a probationary employee, the Employer shall follow the procedures set forth in Sections 16-171(c)(1),(2) and (3) of the Personnel Law that was in effect in Fiscal Year 2001. This shall not be interpreted as subjecting any termination of a probationary employee to the grievance procedure contained in the Agreement.

C. An employee's probationary period may be extended providing the appointing authority gives at least a ten (10) calendar day notice to the probationary employee prior to expiration of the probation. The notice shall provide the reason for the extension and the length of the extension. The union shall be notified of the extension.

D. The Union and the affected employee shall receive a copy of the notice extending the employee's probationary period.

4. WORK HOURS

A. The regular workday shall consist of a shift of eight (8) consecutive hours, excluding an unpaid meal period, and the normal workweek shall consist of five (5) days Sunday through Saturday.

B. The Appointing Authority or his/her designee may authorize an alternate work schedule for employees while not altering rights or privileges afforded employees not on an alternative work schedule.

C. Effective the first full pay period beginning after this Agreement is ratified by the membership, a differential of one dollar and twenty cents (\$1.20) per hour will be paid to employees who are required to work beyond their regularly scheduled work shift between the hours of six o'clock in the evening (6:00 p.m.) and seven o'clock in the morning (7:00 a.m.).

D. Effective the first full pay period beginning on or after July 1, 2002, differential pay will increase to one dollar and twenty-five cents (\$1.25) per hour.

E. The Employer will identify essential positions. Each essential employee will be notified in writing of the essential status of his/her position at the time of hire and/or annual evaluation.

1. When the County is closed due to Administrative Closings and grants administrative leave to nonessential employees, essential employees who work their assigned scheduled tour of duty on that day will be granted the same number of hours of compensatory leave as nonessential employees are granted administrative leave.

2. Employees not designated as essential will also receive compensatory time on an hour for hour basis for work they are required to perform on their regularly scheduled tour of duty when other employees on the same tour of duty not required to work are granted administrative leave due to the declaration of an Administrative Closing.

5. OVERTIME COMPENSATION

A. Employees covered by this Agreement shall be compensated at the rate of one and one-half times (1.5) compensatory leave for overtime work they are required to perform in excess of forty (40) hours worked in a workweek.

B. All leave with pay, including holiday leave pay, shall be considered time worked in the computation of overtime.

C. For purposes of this provision and other compensatory leave provisions of this Agreement, compensatory leave shall be scheduled at mutually agreeable times. The parties agree that this paragraph shall be administered consistent with the requirements of the Fair Labor Standards Act and the County's rules and regulations.

D. There shall be no pyramiding of overtime or other premium rates; that is, only one overtime or premium rate will be paid for the same hours worked.

E. Overtime shall be worked only when the needs of the workload demand it and the type of work to be performed must dictate the selection of employees. The selection should be made, so far as the circumstances will permit, from qualified employees who are capable of doing the particular work. Circumstances and previous practices shall be considered in deciding which group or groups shall reasonably be called upon to do particular work. Such selections shall be made and overtime shall be allotted amongst the employees in as fair and equitable a manner as circumstances and the job requirements shall permit within the appropriate class.

F. The Employer will solicit volunteers when overtime work is required. The Employer will solicit volunteers for overtime from those employees on duty in the work unit/work area involved. In the event a sufficient number of qualified volunteers are not available, overtime work will be assigned in reverse order of seniority. Instances of hardship should be presented to the supervisor and shall be considered on a case-by-case basis.

G. Straight time for after duty hours when carrying a County issued personal communications device, and one and one-half (1.5) times his/her hourly rate of pay or compensatory time (at the election of the employee with the approval of the Appointing Authority or his/her designee) if asked to respond.

6. EMERGENCY RESPONSE PAY

This provision shall be applicable to positions within the Environmental Sanitarian IV, Disease Control Specialist III, Community Health Nurse III, plus any other job classification of employees identified by the Health Officer or his/her designee.

This provision shall be applicable to work performed under the regular emergency response duty and work under the County Emergency Operation Plan.

1. Weeknight Coverage (Monday through Friday, 4:00 p.m. to 8:00 a.m.)

a. Staff personnel designated to remain on-call for emergencies will receive two (2) hours compensatory time for each day they provide weeknight coverage.

b. Time worked by telephone for the resolution of emergencies shall be compensated with compensatory leave on an hour-for-hour basis.

c. Straight time for after duty hours when carrying a County issued personal communications device, and one and one-half (1.5) times his/her hourly rate of pay or compensatory time (at the election of the employee with the approval of the Appointing Authority or his/her designee) if asked to respond.

2. Weekend and Holiday Coverage (8:00 a.m. Saturday to 8:00 a.m. Monday or 8:00 a.m. on a holiday to 8:00 a.m. the following day)

a. Staff personnel designated to remain on-call for emergencies on a weekend day will receive twenty-five dollars (\$25.00), forty-dollars (\$40.00) for each holiday, or six (6) hours compensatory time per day at the employee's election.

b. Time worked by telephone for the resolution of emergencies shall be compensated with compensatory leave on an hour-for-hour basis.

c. Straight time for after duty hours when carrying a County issued personal communications device, and one and one-half (1.5) times his/her hourly rate of pay or compensatory time (at the election of the employee with the approval of the Appointing Authority or his/her designee) if asked to respond including travel time.

7. TEMPORARY ASSIGNMENTS

A. Employees who are required to perform duties of a higher job classification after five (5) workdays shall be compensated retroactively at the rate of that higher classification. No employee shall perform such work for more than one hundred fifty (150) days in any one (1)

calendar year. Employee (s) who are detailed to a position shall be given consideration should they make application once the position is announced.

B. The County shall not schedule work to intentionally circumvent the provisions of this Article.

C. This Article shall not apply to an employee in a training work assignment in the same job classification but different programmatic area. Employees should have all training work assignments explained to them fully. The training will not last more than one hundred twenty (120) days unless agreed upon between the Union and the County for extension.

D. An employee who has a temporary assignment to a lower job classification shall maintain the pay for his/her original position. No employee shall perform such work for more than one hundred and fifty days (150) in any one (1) calendar year.

E. Advance notice will be given to the Union of any Temporary Assignment that will exceed five (5) consecutive days.

F. Employees covered by this Agreement who believe their job duties and responsibilities are outside of their job classification may submit a written request to their Appointing Authority for appropriate action.

8. ANNUAL LEAVE

A. Full-time employees shall accrue annual leave on the following basis:

- | | |
|--|----------------------|
| 1. During the first three (3) years of service | Thirteen (13) days |
| 2. After three (3) years but less than fifteen (15) years of service | Twenty (20) days |
| 3. After fifteen (15) years of service and above | Twenty-six (26) days |

B. A maximum of three hundred sixty (360) hours of accumulated annual leave may be carried over from one leave year to the next by an employee (i.e., new annual leave). Any excess annual leave over three hundred sixty (360) hours at the end of each year will be converted to new sick leave.

C. Employees shall accumulate annual leave while serving their probationary period, but shall not be granted annual leave during the first ninety (90) calendar days of service with the Employer. The employee shall earn a leave credit at the appropriate rate as indicated in paragraph A above which may be granted after the employee's ninetieth (90th) calendar day of service. Any absence during the first ninety (90) days of service, except due to illness (chargeable to sick leave) or for administrative reasons, shall be charged as leave without pay.

D. An employee shall submit a written request to use five (5) or more days of annual leave at least fourteen (14) calendar days before the date the leave is to begin and the employer must

respond to the request not later than seven (7) calendar days after the date the leave request was submitted. An employee shall submit a written request (or confirm an oral request in writing) to use less than five (5) days of annual leave at least two (2) working days before the date the leave is to begin; and the employer must respond to the request not later than one (1) working day after the date the leave request was submitted; provided, however, that emergency annual leave may be granted on occasions when it is not possible to obtain prior approval for the leave. Upon request, annual leave shall be granted based upon the Employer's operational needs. If the supervisor does not respond in the above given time frame, the leave is considered approved. If the nature of the Employer's operations makes it necessary to limit the number of employees on vacation at one time, the employee with the greater seniority will be given the choice of vacation periods in the event of any conflict over vacation periods on an annual rotating basis.

E. An employee who has completed the first ninety (90) days of employment with the Employer and terminates employment with a fourteen (14) day notice, shall receive a lump sum payment for the annual leave balance credit accumulated through the last full pay period immediately prior to the employee's separation.

F. Approved vacation requests shall not be subject to cancellation except in cases of emergency as determined by the Department Director, and employees covered by this Agreement will not be called in to work while on vacation except in cases of emergency as determined by the Department Director.

G. An employee whose vacation request has been approved may not cancel his/her approved leave without the prior written approval of Management.

H. Vacation leave may be taken in increments of one-half (1/2) hour or more.

I. Any holiday as defined in this Salary Schedule that falls within an employee's scheduled vacation will not be charged to the employee's vacation leave.

J. An employee who becomes ill, injured, or hospitalized while on vacation leave shall be able to use sick leave in lieu of vacation leave for the duration of the illness, injury, or hospitalization provided that:

1. A written request to charge such time to sick leave is submitted to his/her department within ten (10) working days of the end of that employee's approved vacation leave; and

2. The request is accompanied by a doctor's certificate specifying the duration of the employee's illness, injury and/or hospitalization.

9. SICK LEAVE

A. Full-time employees shall accrue one and one-quarter (1 1/4) days of sick leave per month. Part-time employees who work twenty (20) hours or more per week shall accrue sick leave in proportion to the amount of time worked; however, an employee who works less than twenty (20) hours per week shall not be entitled to sick leave.

B. There shall be no limit on the amount of sick leave an eligible employee may accumulate.

C. Sick leave shall be allowed in one of the following manners:

1. the employee or employee's spouse, domestic partner, dependent children, parents, grandparents or grandchildren are incapacitated for the performance of duties by sickness, disability, injury, pregnancy and confinement or for medical dental, or optical examination or treatment;

2. a member of the employee's immediate family is afflicted with a contagious disease;

3. the employee is exposed to a contagious disease and the presence of the employee would jeopardize the health of others

D. Request for use of sick leave for health care appointments shall be made to the Employer in advance. Requests for sick leave in all other cases shall be made in advance whenever it is possible, no later than within the first hour of the start of the employee's workday.

E. Upon retirement, an employee shall be entitled to receive credit on an actuarial equivalent basis for unused sick leave for which an authorized cash payment has not been elected as creditable service in accordance with the applicable provisions of the State Personnel and Pension Article, Annotated Code of Maryland, as amended, and the terms of any applicable County sponsored pension plan.

F. The Union shall have the right to establish and maintain a sick leave bank. The sick leave bank shall be funded through voluntary donations of sick or annual leave by employees covered by this Agreement. This leave may then be transferred from the bank to the sick leave account of another employee covered by this Agreement with a zero leave balance (annual and sick). Use of such transferred leave shall be limited to sickness or disability which incapacitates the employee or to use for bereavement leave under Article 31.

G. The administration of this sick leave bank shall be the responsibility of the Union. The County agrees to maintain the records of the sick leave bank and shall only be required to transfer sick leave from the bank to the account of an eligible employee upon receiving proper written authorization from the Union that the sick leave is to be transferred and after verification that the receiving employee has met all the necessary conditions of eligibility.

H. In addition to donations to the sick leave bank above, employees shall be permitted to donate their sick leave directly to other employees in accordance with the County Personnel Law and procedures.

10. SICK AND ANNUAL LEAVE DISPOSITION UPON SEPARATION

A. The annual and sick leave balances accumulated by an employee shall, upon the employee's separation from employment, with proper notice of separation as determined by the employee's Appointing Authority, be liquidated in the following manner:

1. The employee may elect to retain all or any portion of the employee's sick and annual leave balances credited to the employee's leave record for the period of time equal to the employee's eligibility for reappointment as determined in accordance with Section 16-148(a)(8).

2. The employee may elect to apply all or any portion of the employee's sick and annual leave balances to employment elsewhere, provided another employer has agreed to accept accumulated sick or annual leave balances for credit on behalf of the employee; or to donate accumulated sick leave to the Union Sick Leave Bank.

3. Except in the case of an employee who is entitled to credit for sick and annual leave balances under the terms of an applicable County sponsored pension plan, the employee may elect to receive cash payment for all or any portion of the employee's annual leave balance in an amount equal to the total number of unused annual leave hours multiplied by the employee's final base hourly rate of pay, subject to the following limitation:

a. The maximum total amount of annual leave eligible for cash payment upon separation shall be the amount of remaining accumulated leave earned as of the end of the last full pay period in Fiscal Year 1995, or three hundred sixty (360) hours, whichever is greater. Any excess annual leave over three hundred sixty (360) hours at the end of each leave year will be converted to sick leave.

4. For all or any portion of the employee's sick leave balance earned as of the end of the last full pay period of Fiscal Year 1995, the employee may elect to receive cash payment in an amount equal to the total number of unused sick leave hours multiplied by one-half (1/2) of the employee's base hourly rate of pay as of June 30, 1995. Sick leave earned beginning the first pay period of Fiscal Year 1996 is not subject to cash payment to the employee upon separation. Any employee who is entitled to credit for sick and annual leave under the terms of an applicable County sponsored pension plan will only be entitled to receive cash distribution for leave balances in accordance with the terms of the applicable pension plan.

5. Notwithstanding any provision in this Section to the contrary, an employee who is involuntarily separated from employment with the County for disciplinary reasons is not entitled to any payment for unused sick leave.

6. Notwithstanding any provision in this Section to the contrary, an employee who has been separated from employment under a separation-disability action pursuant to Section 16-189 shall forfeit any sick leave hours accumulated at the time of the employee's separation.

7. Upon retirement, an employee shall be entitled to receive credit on an actuarial equivalent basis for unused sick leave for which an authorized cash payment has not been elected as creditable service in accordance with the applicable provisions of the State Personnel and Pension Article, Annotated Code of Maryland, and the terms of any applicable county sponsored pension plan.

8. Upon retirement, employees covered by this Salary Schedule may convert any unused annual leave to new sick leave for pension credit under the State Retirement or Pension Plan.

11. PERSONAL LEAVE

Twenty-eight (28) paid personal leave hours per wage reporting year shall be granted to each employee eligible for annual leave. Personal leave hours may be used in increments of one (1) hour or more per approved request. Personal leave shall be requested and approved in advance of use. There shall be no accumulation of personal leave days, and unused personal leave shall be forfeited at the end of the leave year or upon termination of employment.

12. MILITARY LEAVE

A. Military Leave will be administered pursuant to the Personnel Law.

B. Any employee called up to active military service in response to the terrorist attacks on September 11, 2001 or pursuant to military action against Iraq and/or North Korea shall be eligible for the benefits set forth herein: Payment of a salary supplement equal to the difference between the employee's base rate of pay and the employee's base military rate. Eligibility for health care benefits to continue once the employee enters a leave without pay status with both the employer and employee contributions of the premium being paid by the County. These benefits shall expire on February 25, 2005.

13. BEREAVEMENT LEAVE

A. In the event of the death of an employee's parent, spouse, domestic partner, child, parent-in-law, son- or daughter-in-law, brother- or sister-in-law, grandchild, brother, sister, or grandparents, the employee shall be permitted to take up to five (5) working days leave from the employee's accumulated leave for bereavement. The first (1st) leave day will be an administrative leave day and the other day or days will be charged to the employee's accumulated sick leave. Upon the death of the employee's parent, spouse, domestic partner or child, the first three (3) days will be charged to administrative leave and the rest to the employee's accumulated leave.

B. For purposes of this Article, "domestic partner" shall mean that an employee covered by this Agreement has established a domestic partnership. To establish a domestic partnership, an employee covered by this Agreement and his/her partner must satisfy all of the following requirements:

1. be the same sex;
2. share a close personal relationship and be responsible for each other's welfare;
3. have shared the same legal residence for at least twelve (12) months;
4. be at least eighteen (18) years old;
5. have voluntarily consented to the relationship, without fraud or duress;
6. not be married to, or in a domestic partnership with, any other person; and,
7. not be related by blood or affinity in a way that would disqualify them from marriage under State law if the employee and partner were opposite sexes.

14. JURY DUTY

An employee who is required to perform jury service in any court (Federal or State) shall be paid his/her regular salary. If after reporting for jury duty, it is determined that the employee's services are not required and the employee is dismissed from jury duty for the day, the employee shall return to his/her regular work for the remainder of the day.

15. LEAVE OF ABSENCE

A. Employees shall be eligible to request a leave of absence after ninety (90) days of service with the County.

B. Any requests for a leave of absence shall be submitted in writing by the employee to the employee's immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires. When the County, in its discretion, approves the leave of absence, authorization for a leave of absence shall be furnished to the employee by the Employer in writing within seven (7) days of the initial request. In addition to accruing seniority while on any leave of absence granted under the provisions of this Salary Schedule, where possible, employees shall be returned to the job they held at the time the leave was requested.

16. FAMILY AND MEDICAL LEAVE

Employees covered by this Salary Schedule shall be entitled to Family and Medical Leave in accordance with the Family Medical Leave Act.

17. BLOOD DONATION LEAVE

Employees shall be granted up to four (4) hours of leave with pay for the purpose of participation in a blood donor program and for subsequent recuperation on the day they donate blood. The Employer may request verification of such donation.

18. CIVIC DUTY LEAVE

An employee subpoenaed to appear before a court, public body or commission on matters relating to the business of the Employer shall be granted leave of absence with pay for the period required to respond to the subpoena.

19. VOTING TIME

Employees who are registered voters shall be granted up to two (2) hours off with pay for the purpose of voting in state, county and federal primary and general elections if the employee would otherwise be prevented from voting because of his/her work schedule.

20. UNION BUSINESS LEAVE

A. AFSCME Locals 1170, 241, 2462, 2735, 3279 and 3389 shall be serviced by AFSCME Council 67's appointed Chief Steward for employees in bargaining units in the County. The Chief Steward will be an employee with the County on payroll status and shall be responsible for labor relations activities associated with the administration of this Agreement on a full time basis. The Union agrees to indemnify and hold the County harmless if grant funding of the Chief Shop Steward is disallowed by audit. Furthermore, he/she shall be responsible for coordinating and processing of grievances for the Local and shall conduct activities to avoid overlapping or duplicating services of any other Union representatives. These activities shall be conducted without disrupting the work of any County employees who are not directly involved.

B. The County shall grant, after request to and approval by the department head, administrative leave for attendance at regularly scheduled Union conventions and/or conferences for employees officially designated as Union delegates during any one (1) fiscal year. Local delegates of Local 1170 shall be approved for not more than ten (10) days administrative leave for attendance at such conventions and/or conferences. In addition, if an employee with the Health Department is duly elected to serve on Council 67's Executive Board, that employee shall be approved for not more than one (1) day administrative leave per fiscal year to attend conventions and/or conferences, and such leave shall not be unreasonably withheld.

C. Employees covered by this Agreement who are selected by their bargaining unit to serve as Shop Steward shall be approved for not more than three (3) days administrative leave for the initial Shop Steward training. Additionally, employees who are not covered by another collective bargaining agreement shall be approved for not more than three (3) days administrative leave per fiscal year to attend official Union sponsored training classes. Also, each member of the Local Union who serves on the contract negotiations committee shall be granted eight (8) hours administrative leave to prepare for negotiations with the County. The Union must request usage five (5) days in advance, and such request shall not be unreasonably withheld.

D. When requesting leave under this Article, the Union must adhere to the following procedures: Not less than ten (10) working days before the event for which leave is requested, the Union shall provide the Office of Personnel and Labor Relations with a written request for the leave, indicating the event and the date(s) it will take place, the amount of leave requested and the names of the employees for whom it is requesting administrative leave, noting their division and the capacity in which they will be attending the event. The Labor Relations Office will forward the request to the Director of the Health Department or his/her designee for signed approval within five (5) days of receipt of request. Such leave shall be approved subject to the operational needs of the County, but approval will not be unreasonably withheld.

E. Employees elected to any Union office or selected by the Union to do work which takes them from their employment must request the County's approval at least ten (10) working days in advance of such unpaid leave, and the request shall stipulate the time of such leave of absence. In no case shall such Union business leave exceed one (1) year. The leave may be extended for an additional one (1) year by consent of the County in the same manner as originally requested. Such approval shall not be unreasonably withheld. During an employee's second (2nd) year

leave of absence granted under this paragraph, his/her position may be filled by another employee. In that event, the employee returning from the leave of absence will be placed in a vacant position for which he/she is qualified.

21. HOLIDAYS

A. The Personnel Law establishes the regular holidays for County employees including those employees covered by this Salary Schedule. The holidays established by the Personnel Law are listed for convenient reference:

New Year's Day, Martin Luther King, Jr.'s Birthday, Washington's birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, County Employees' Appreciation Day, Christmas Day and Presidential Inauguration Day (every four years).

B. The County Executive shall establish the dates of observance for each of the regular holidays listed above.

C. Full-time employees covered by this Salary Schedule shall be granted holiday leave with pay on observed holidays. Part-time employees covered by this Salary Schedule shall be granted holiday leave with pay in proportion to the number of hours worked, provided that any such employee shall have worked a minimum of forty (40) hours during the full pay period immediately preceding the pay period within which the holiday is observed. Any full-time or part-time employee on approved, paid leave on the day a holiday occurs shall be considered on holiday leave for that day and shall be paid at the regular hourly rate of pay. To be eligible to receive holiday leave pay an employee must be in a pay status the last regular workday before and the first regular workday after the day of holiday observance.

D. When an employee's regularly scheduled day off coincides with the day of holiday observance, he/she shall be entitled to another day off.

E. An employee required to work on the day of holiday observance which coincides with his/her regularly scheduled workday shall receive compensatory leave at the rate of two (2) times the hours actually worked on the holiday. An employee required to work on the day of holiday observance which coincides with his/her regularly scheduled day off shall be paid for all hours worked at two (2) times his/her base hourly rate.

22. HEALTH AND WELFARE

A. The Employer shall contribute seventy-five percent (75%) to the cost of the County's point of service or indemnity health insurance plans for any employee who elects to participate in either of these plans. Participating employees shall contribute the remaining twenty-five percent (25%).

B. For those employees who elect to enroll in a pre-paid group health plan or Health Maintenance Organization (HMO), the County's contribution shall be equal to eighty percent (80%) to the cost of HMO coverage and participating employee's contribution shall be equal to

the remaining twenty percent (20%).

C. Employees who provide proof of medical coverage may choose to receive a credit instead of enrolling in a medical plan with the County.

D. The Employer shall contribute eighty percent (80%) to the County's prescription drug and vision care programs for any employee who elects to participate in either program. The participating employee shall contribute the remaining twenty percent (20%).

E. Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.

F. Employees enrolled in the Vision Program will be allowed to receive new glasses or contacts every other year.

G. Two (2) dental plans are available to employees. The Employer will contribute an amount equal to fifty percent (50%) of the total premium for HMO dental coverage to either dental plan in which an employee enrolls.

H. Employees may choose to enroll in a long-term disability program offering fifty percent (50%) or sixty percent (60%) of annual salary up to normal social security retirement age. Employees will pay the full cost of whichever option is chosen.

I. Employees may contribute up to five thousand dollars (\$5,000.00) in a dependent flexible spending account and up to three thousand dollars (\$3,000.00) in a medical spending account.

J. Where an employee who is injured on the job has exhausted all available leave (including IOJ) and is granted an unpaid leave of absence pursuant to Article 33 (Leave of Absence), the County shall pay the Employer and employee share of the employee's health insurance during the leave of absence.

K. The Employer agrees to provide, through its payroll department, a computer key for the payroll deduction of Union insurance programs, for the benefit of those employees who wish to participate in such program, and who authorize in writing the deduction of premiums for such a program from their pay.

L. The County agrees to establish a Joint Study Committee to explore the feasibility of a health insurance plan with no co-pay or follow up co-pay.

23. SUPPLEMENTAL RETIREMENT BENEFIT

Employees covered by this Salary Schedule will continue to participate in the Supplemental Retirement Benefit Plan including IRS Pickup Plan.

24. LIFE INSURANCE COVERAGE

A. The County shall pay one hundred percent (100%) of the monthly premium for County life

insurance for each employee in the amount of two (2) times the employee's annual salary up to a maximum amount of one hundred fifty thousand dollars (\$150,000.00). Employees may choose to increase their life insurance from one to four times their annual salary up to a total of seven hundred fifty thousand dollars (\$750,000.00) including the base amount provided by the County. Employees will pay for the increased coverage at rates based on their age and amount of coverage. Employees may choose to reduce their life insurance to one times their annual salary and receive credit.

B. The County shall pay one hundred percent (100%) of the monthly premium for the County life insurance as authorized and in accordance with Section 16-212 of the Personnel Law.

C. The County shall pay a death benefit of ten thousand dollars (\$10,000.00) upon the death of any employee whose death results from an accidental injury arising out of and in the course of his/her employment in accordance with Section 16-232.01 of the Personnel Law.

25. UNEMPLOYMENT INSURANCE

Employees who are separated from County service may be entitled to unemployment compensation provided they meet eligibility requirements established by Federal and/or State regulations.

26. SOCIAL SECURITY

A. Effective January 1, 2003 the County, and each employee paid in accordance with this Salary Schedule shall make contributions to the Social Security fund of 7.65% of the first eighty-seven thousand dollars (\$87,000.00) and 1.45% of the remainder paid in wages per employee per calendar year. Employee contributions shall be made through payroll deductions.

B. Subsequent changes in the Social Security tax rate and/or the taxable wage base as enacted through Federal legislation shall be applied in computing Social Security contributions by the County and each employee.

28. WORKERS' COMPENSATION

The County will provide at its own cost all benefits due to an employee pursuant to the Maryland Workers' Compensation Law, Title 9 of the Maryland Labor and Employment Code Annotated.

29. INCENTIVE AWARDS

To the extent that funds have been appropriated for such purpose, employees may be granted incentive awards, subject to the provisions of Section 16-209 of the Personnel Law.

30. P.E.O.P.L.E. FUND DEDUCTION

The Employer agrees to deduct on a biweekly basis from the payroll checks of employees covered by this Salary Schedule who so request in writing voluntary contributions to the Union's P.E.O.P.L.E. fund. The Union agrees to indemnify and hold harmless the Employer from any loss or damages arising from the operation of this Section.

31. POLICY STATEMENT

It is the policy of the County that benefits afforded to employees are governed by the specific Salary Schedule to which an employee is currently assigned. If an employee is transferred, promoted, demoted or in any way moves from one Salary Schedule to another, any benefits unique to or expressly a function of the former Salary Schedule are not carried over.