

Section 2.

- a. Pursuant to Article V, Section 23, of the 1985-87 Citywide Agreement the City has applied for a variation of Article V, Section 19.b.
- b. Such application shall state that employees covered by the Agreement shall receive annual leave allowances as specified below and shall not be subject to Article V, Section 19.b. of the 1985-87 Citywide Agreement.
- c. i. Effective July 1, 1991, an employee covered by this Agreement who, immediately prior to being appointed to a title or position covered by this Agreement, was not a City employee and/or was not covered by the Citywide Agreement, or was a City employee with a break in service of more than 31 days, shall accrue annual leave as follows:

- Beginning of the first year - 18 days per annum
 - Beginning of the fourth year - 19 days per annum
 - Beginning of the fifth year - 20 days per annum
 - Beginning of the eighth year - 25 days per annum
 - Beginning of the fifteenth year - 27 days per annum

- ii. Effective July 1, 2004, an employee newly hired pursuant to Article III, Section 4 of this 2008-2010 Staff Analysts Agreement shall accrue annual leave as follows:

- Beginning of the first year – 17 days per annum
 - Beginning of the second year – 18 days per annum
 - Beginning of the sixth year – 19 days per annum
 - Beginning of the ninth year – 20 days per annum
 - Beginning of the tenth year – 21 days per annum
 - Beginning of the eleventh year – 22 days per annum
 - Beginning of the twelfth year – 23 days per annum
 - Beginning of the fifteenth year – 25 days per annum
 - Beginning of the seventeenth year – 27 days per annum

- iii. However, an employee covered by this Agreement who, immediately prior to being appointed to a title or position covered by the Citywide Agreement, and who's previous title was covered by the Citywide Agreement, shall accrue annual leave pursuant to Section 2.c.(i) as applicable or at the prior rate, whichever is greater.
- iv. Subsections 2.c.(i) and (ii) above shall not apply to employees in positions covered by the prior Agreement on or before February 28, 1989 or employees who are determined to be covered by this Agreement and who immediately prior to such determination were in an original jurisdiction title not covered by collective bargaining.
- v. An employee in one of the "HHC titles" referenced in Paragraph 9 of the Supplemental Agreement who was incumbent prior to the date of the respective certification to Group 12 and whose annual leave accrual rate is currently greater than that which is provided for in Article XI, Section 2.c.(i) shall be considered "grandfathered-in" for the purposes of annual leave accrual. However, any person upon entering one of the "HHC titles" referenced in Paragraph 9 of the Supplemental Agreement on or after the date of the respective certification to Group 12 shall accrue annual leave in accordance with the schedule set forth in Section 2.c.(i) irrespective of any other provision of Article XI, Section 2.