

## Article 10 - ADVANCEMENT OPPORTUNITIES

1. (a) With the exception of senior management positions, notices for all employment opportunities, whether or not covered by this Agreement, shall be posted by the Employer. Employees shall have two weeks from the transmittal date to make an application for the positions, except on those rare occasions when AP needs to fill a particular vacancy more rapidly, in which case the Employer shall notify the Guild in writing.

b) Employees desiring to perform their existing job and assignment in a new business location shall submit a request for a personal transfer in writing to the head of their organizational unit and relevant Human Resource representative. Such a personal transfer may be granted by the company without a posting, so long as the Employee is able to fulfill all aspects of their current role in the new business location. Such requests shall not be unreasonably denied by the company, which may also elect to formally post for roles sought via this process.

(c) The Employer shall retain the exclusive right to determine who shall fill any vacancy subject to any applicable provisions of this Article.

(d) No employee shall be penalized for refusing to accept a promotion, except as specified in Article 6 (Job Security).

2. (a) For openings in the Class A positions, preference over new applicants shall be given to the advancement of employees in lower classifications subject to the employees' qualifications and skills, with the Employer being the sole judge of that determination.

(b) In all other classifications covered by this Agreement, preference shall be given to the advancement of employees in lower classifications subject to the employees' qualifications and skills. In selecting employees for advancement, the Employer will give preference to length of service.

(c) Nothing herein is intended to exclude other Associated Press employees from consideration.

3. Employees desiring an opportunity to advance to Class A or Class B positions may be given tryout as specified below:

(a) If the tryout occurs because of a vacancy on the regular news staff, the tryout period will not exceed six (6) months, with the employee receiving performance appraisals after two and four months. In the event such employee proves to have the qualifications and skills to perform such duties regularly, he/she shall be given the proper classification on a regular basis. If the employee is deemed to lack the qualifications and skills for the higher classification, he/she shall revert to the old classification and duties without loss of benefits to which he/she might be entitled.

(b) If the tryout occurs because of a temporary vacancy or project (such as vacation relief, legislative relief, disability relief or a leave of absence), the tryout period will not exceed nine months, with the employee receiving performance appraisals after three and six months. At the conclusion of such a temporary assignment, before the employee's return to the old classification, he/she will be provided with an appraisal of the work in the higher classification.

4. Employees desiring an opportunity to advance to classifications other than those specified in Section 3 above may be given tryouts for a period of three months, and will be given performance appraisals after one and two months.

5. The Employer agrees to provide career development opportunities to employees as follows:

(a) Shadow Training – With the consent of the Employer and all involved employees, the Employer will make a reasonable effort to provide new Employees and Employees changing roles with an opportunity to shadow a peer Employee in a similar job or role (sit with and/or follow another Employee for the purposes of learning how they accomplish tasks or job functions) for up to one week (or longer at the company's discretion) within three months of assuming the new role. The workload of the Employee being shadowed will take into account any training responsibilities. Such shadowing may take place remotely, via video conference or other similar communication method.

(b) Career Development Mentorship – Employees are encouraged to discuss career development, opportunities and growth with managers, supervisors, or others and to attend and participate in career development groups and activities sponsored by the Employer. The Employer will make reasonable efforts to provide Employees with a peer mentor for the first 60 days in any new role. The mentor shall be available at mutually convenient times to provide information and advice concerning the responsibilities, expectations, workflow, opportunities or other facets of the Employee’s new role. Mentors will, whenever possible, be on the same team as mentees or have a similar role in the company. If a mentor leaves the Employer the mentee will receive a new mentor. Notwithstanding the foregoing, management shall be responsible for determining Employees’ responsibilities, workflow, and other job requirements and expectations in a manner consistent with this Agreement.

(c) Employee Trainers - Employees may be assigned to train other Employees depending on the needs of the department, although the Employer may not force an Employee to serve as a trainer. Employer agrees that it will act in good faith when assigning work to Employees who are actively involved in the training or career development of another employee. Notwithstanding, no Employee acting as a trainer shall be entitled to additional compensation and/or a reduced work schedule.

6. The salary during such trial periods shall not be less than the employees’ wages for their present classification, or the starting minimum in the new classification, whichever is higher.

7. The Employer shall not be required to pay higher classification pay rates to any employees who voluntarily do Class A work for the purpose of advancing themselves, provided that:

- (a) They do not displace another regular employee;
- (b) They are not scheduled regularly for such volunteer work;
- (c) They perform the news work within their regular working hours;
- (d) The volunteer work is not continued beyond a six-month period without agreement by the parties to this Agreement.

8. Reassignment of an employee to higher classification work shall not be deemed a work schedule change calling for penalty payment under the provisions of Article 17 (Hours, Overtime and Work Schedules) of this Agreement.

9. All bargaining unit employees shall be given every opportunity to advance their careers with the Employer and are encouraged to pursue outside educational opportunities. If an employee takes such courses, approved by the Employer in advance, the Employer shall reimburse the employee for said costs, either on successful completion of the course, or on interim reports, showing satisfactory progress. The course and the specific amount to be reimbursed must be approved by the Employer, in writing, in advance. Approval shall not be unreasonably denied.

A central file containing all the requests shall be maintained by the Employer and provided to the Guild on request.

10. It is expressly understood and agreed, however, that should any employee resign within two (2) years after completion of the last course, examination or course materials paid for by the Employer for any employee's advancement, then the employee must reimburse the Employer from his/her terminal wages, accrued vacation and, if necessary, personal assets, for the pro-rata cost of the course work, written materials and/or certification examinations paid for by the Employer for the employee's benefit and on his/her behalf.

Upon written request, the AP will meet with up to three (3) Guild representatives every six months to discuss employee concerns, preferences and inquiries on AP training programs. Should travel be required to attend these meetings, Employee participants will not suffer a loss or reduction in regular wages, including time spent traveling to and from meetings.

Teresita Seeberger

Teresita Seeberger (Dec 15, 2023 20:15 EST)

Kevin Keane

Kevin Keane (Dec 23, 2023 16:52 EST)

Dec 15, 2023

Dec 23, 2023