

City Counter to AFSCME
September 24, 2024

City TA:

AMP 9/24/24

Union TA:

GA 9/24/24

Article 13. Promotion

13.1 For the purposes of this article "promotions" shall be defined as the movement of an employee from a position in one job classification to a position in another job classification having a higher maximum salary rate. Employees promoted to another City classification are eligible to receive a three percent (3%) promotional increase, or the next step in the higher classification, whichever is greater, though not to exceed the top step of the new classification.

13.2 The City agrees that permanent or probationary employees within a bureau, shall have an opportunity for an interview for promotions within that bureau, subject to qualifications through proper Bureau of Human Resources procedures. "Qualifications" means the ability to meet the performance requirements and job-related skills required for the job in question, but not based solely on Civil Service certification.

13.3 When a City employee is promoted to a higher paid classification within the bargaining unit all working out of class credit shall be allowed for all prior service at the City in that classification for determining the appropriate service step of the pay range for that classification. (See bargaining note below.)

13.4 **Promotional Probationary Period.** For the purpose of this labor agreement, probation for promotion is defined as a six (6) month period from date of hire into the job classification, excluding any period of time off exceeding one (1) week in duration. Notwithstanding the above, the promotional probationary period for Police Records Specialist Trainee and Police Identification Technician Trainee shall be nine (9) months from the date of hire into the job classification. The promotional probationary period may be extended for a period not to exceed three (3) months by mutual agreement between the City, the Union and the affected employee.

13.4.1 All employees upon promotion will receive an offer letter specifying the official start date and end date of their probation. During their promotional probationary period, employees will be given a minimum of three (3) written evaluations with a copy to the employee and to the Union at approximately one (1) month, mid-term, and one (1) month prior to the end of promotional probation. Nothing in this section shall limit management's right to terminate the promotional probationary period.

13.5 Any employee who is promoted and fails to pass the promotional probationary period for the new position shall have the right to be returned to their former classification and bureau based on seniority with all the rights and conditions of employment they had in their former classification.

13.6 Within six (6) months of promotion, During the promotional probationary period, any employee may elect to return to their former classification and bureau with no loss of rights and conditions of employment. ; provided, however, a vacancy exists in the employee's former classification and bureau.

(Bargaining Note: Classifications are broad groupings of job duties that include many differences, however, for purposes of this article, classifications with the same title, including those that include a CL designation, shall be credited for work out of class.) Classifications that are in other bargaining units, including City Laborers, are considered the same.)