

CPPW makes the following proposal on Professional Development on March 4, 2024. CPPW reserves the right to modify or adjust as negotiations continue so long as no TA has been reached.

NOTE: Most of this language is drawn from the PROTEC contract between City of Portland and PROTEC.

ARTICLE __ PROFESSIONAL DEVELOPMENT

The Union and the City mutually recognize the benefit of professional development for members of the Union.

Section 1, Professional Development Fund.

1. The City shall fund a Professional Development account in the amount of \$ 225,000 for each fiscal year of this agreement.
2. At the end of each fiscal year any unexpended account monies up to \$40,000 shall be carried over and added to the next fiscal year's fund. If, at the end of a fiscal year more than \$40,000 remains in the fund, the entire unexpended account monies shall be returned to the City.
3. Administrative assistance for administering the fund up to \$50,000 annually may be deducted from the fund to cover those costs provided, however, that all such funds must be accounted for and a report of expenditures for this purpose will be provided annually to CPPW. In addition, the City will confer with CPPW about measures to reduce these administrative costs and implement measures as agreed.
4. Monies from this account may be used by an employee for any of the following, provided it pertains to their current position, or for another City position in their classification series or in reasonably related work:
 - A. Fees and/or tuition to professional development seminars, classes, workshops, and conferences.
 - B. Training and education materials, and services that may assist the employee in his/her professional development. Items such as these must be turned over to the Bureau upon separation from the City.
 - C. Licenses, certifications, and professional dues not paid by the employee's bureau.
5. The account shall be administered by a four (4) member Professional Development Committee. Two (2) members of the Professional Development Committee shall be appointed by CPPW and two (2) members by the Director of the Bureau of Human Resources.
6. The Bureau of Human Resources will establish accounting procedures for the fund in accordance with all applicable Federal, State, and Municipal Laws.

7. Professional Development Committee decisions shall be made by consensus. The Committee shall establish committee decision-making processes and criteria for approval of Professional Development requests.
8. Release time to attend professional development seminars, classes, workshops, and conferences shall be subject to approval by the City, which shall not be unreasonably denied when the training is directly related to the employee's City job.
9. An employee shall be eligible for reimbursement after ninety (90) days service with the City.
10. **Professional Development Fund Workgroup.** Upon ratification of the agreement, the City and the Union will form a workgroup to review and create recommendations for making changes to the Professional Development Plan document, including opportunities for increased accessibility to the fund with the City paying upfront costs related to instructor-led coursework and conferences. This workgroup will be expected to meet and provide a written recommendation to the Chief Human Resources Officer by October 1, 2022. Additional expectations of the workgroup are as follows:
 - a) The workgroup will be comprised of equal members of the City and the CPPW, with each side having six (6) members. Members of the workgroup will determine the frequency and duration of their meetings.
 - b) The workgroup will review current practice and applicable legal and tax requirements and put forth a recommendation to switch to a model where the City pays the upfront costs for instructor-led courses and conferences, versus the practice of the current reimbursement model.
 - c) Impacts of required staffing support and technology and budget implications, including an increase to the administrative assistance fee, to support the process change will be identified as part of the recommendation, and the implications considered and addressed prior to the implementation of the new process.
 - d) Any recommendations of the workgroup will only be effective if City Council adopts them by ordinance. The target date for any recommendations adopted as a result of the committee will be July 1, 2023.
11. Except for the City funding of this program, Article 23 is not subject to the grievance procedure.

Section 2, Professional Development Plans

1. A professional development plan (PDP) is a formal method through which a member of the bargaining unit may request to engage in a collaborative discussion with their bureau manager or supervisor to propose areas of skill, knowledge, or ability they wish to increase or expand related to their current job or towards career advancement.
2. The City and Union agree to the creation of a PDP program.

3. The City and Union agree to establish a process to request and track PDPs and create a report that will provide the following information:

- Employee Name
- Date of Request
- Employee Current Job Classification
- Employee's supervisor who will be working with them on the PDP

4. The City and the Union will establish a Labor Management Workgroup (Professional Growth Opportunities Workgroup) on professional development opportunities.

- a) The parties will meet starting 60 days from ratification of this Agreement by both the Union and City Council.
- b) The goal of the Professional Growth Opportunities Workgroup is to evaluate existing professional development programs from bureaus that have potential to be scaled up to other bureaus and to develop a more transparent path for potential career advancement. Workgroup members shall work together to formulate proposals that shall be submitted to bureau directors for recommended implementation.
- c) The initial Workgroup will be composed of one (1) management representative and one (1) union representative from each bureau where the bargaining unit represents employees and two (2) representatives from the Employee and Labor Relations Team.
- d) Members of the Workgroup will determine the frequency and duration of their meetings, but it shall be no less than once per quarter for the duration of the Agreement or sooner if the Workgroup deems their goals are met. At eighteen (18) months, the Workgroup will evaluate the need to extend or terminate the workgroup. The decision will be made by consensus of the group.
- e) Members of the committee shall be allowed to attend committee meetings during normal work shift hours with no loss in pay.
- f) The recommendations of the Workgroup will be reduced in writing and submitted to bureau-specific management.