

**ARTICLE 8
DEVELOPMENT AND TRAINING**

A. GENERAL CONDITIONS

1. Employees may participate in career-related or position-related development programs, subject to approval by the University. Unless the University determines the proposed training/development is not position- or career-related, or denies release time based on operational considerations, employees shall be granted flexible or alternate work scheduling, leave without pay, leave at full or part pay, full or part payment of fees and expenses, and/or temporary or part-time reassignment in another department, provided that:
 - a. the employee has completed her/his probationary period; and
 - b. the employee's performance is satisfactory or better; and
 - c. participation in education or training programs during scheduled work hours is approved in advance by the University.
2. When the University requires attendance at an educational or training program, the University will pay the fees and related costs for materials, travel and per diem, and the employee's attendance at the actual program shall be considered time worked. However, when an individual is hired with the understanding that specific additional training is to be obtained or completed, that individual may be required to participate in such training on off-duty time, without expense to the University.
 - a. Education or training which is suggested or recommended, but not required, is not "required" within the meaning of this Article.
 - b. Education or training for the acquisition or maintenance of a license shall not qualify as "required" within the meaning of this Article.
3. Employees attending University courses or seminars shall be eligible for fee reductions applicable to other staff employees at their campus/hospital/laboratory. Employees attending University courses or seminars shall not be eligible for the services or facilities of counseling centers, gymnasias, or student health services incidental to such reduced-fee registration.
4. Non-probationary career employees who are residents of the State of California are eligible to enroll in regular session courses for up to nine (9) units or three (3) courses per quarter or semester, upon payment of one-third of the University Registration Fee (URF) and one-third of the University Educational Fee (UEF). In the event the University provides additional URF and UEF reductions to other eligible staff employees, the employees in this unit shall receive such fee reductions, to the same degree that other staff employees are so eligible.
5. Eligibility for discounts for other University of California courses and programs, including University Extension courses, are at the sole discretion of the University.
6. Campus/lab/hospital staff training programs shall be available to employees covered by this Agreement to the same extent they are provided to all other staff employees.
7. Nothing contained in this Agreement will preclude the University from granting additional training and career development opportunities.
8. In the event the University establishes new training programs open to all staff employees, bargaining unit employees shall be eligible to participate in such programs to the same degree as other staff employees.

B. RELEASE TIME AND SCHEDULING

1. An employee who has completed the probationary period who wishes to participate in a development program during work time shall request advance approval in accordance with departmental procedures. On completion of the program, the employee may be required to submit verification of successful

completion of the program and attendance at the program. Participation in educational or training programs during scheduled work hours must be approved by the University in advance. Such leaves must not interfere with staffing requirements.

2. A non-probationary employee is eligible for up to forty (40) hours of paid release time for job-related training per calendar year, prorated based on appointment rate. Except as described below, such paid release time may not be accumulated or carried over from year to year, and must be scheduled according to staffing requirements. Training courses provided by the University shall be included in the forty (40) hours. Time spent, if any, in career-related training programs shall count against the forty (40) hours.

No later than November 1 of any year, an employee may submit a written request in accordance with departmental procedures to carry over paid release time for job-related training. Such requests will be considered on a case by case basis and shall not be unreasonably denied. Any hours approved for carry over must be used within one (1) calendar year.

3. The provisions of Section B do not apply to home study courses.

C. PILOT PROGRAM

The University may establish, on a campus by campus basis, a pilot program for the professional training and development of bargaining unit employees.

D. DISPUTES

Disputes arising from this Article may be appealed to the department head in writing within 30 days of the denial. The department head, or his/her designee, shall respond in writing within 10 days stating reasons the appeal is denied. If the department head fails to provide the required response within 10 days, the employee may file a grievance in accordance with Article 10 – Grievance Procedure only through Step Two of the grievance procedure. In no circumstances shall such grievances be eligible for appeal to Step 3 of Article 10 – Grievance Procedure, or Article 3 – Arbitration Procedure. The remedy for grievances alleging a violation of this Development article shall be limited to providing the written reasons for the denial of training.

E. LAWRENCE BERKELEY NATIONAL LABORATORY

See Appendix E – LBNL Development and Training