

## **Article 6 DEVELOPMENT**

### **A. GENERAL CONDITIONS**

1. Employees are encouraged to pursue professional development and education in relation to their University career.
2. Employees shall be reimbursed for the costs of educational programs required and approved by the University. Time spent in such educational programs shall be considered time worked.
3. Employees attending University courses or seminars shall be eligible for fee reductions applicable to other employees at their medical center/campus. Employees attending University courses or seminars shall not be eligible for the services or facilities or counseling centers, gymnasias, or student health services incidental to such reduced-fee registration.
4. Nothing in this Article shall preclude the University from granting additional development opportunities.

### **B. RELEASE TIME AND SCHEDULING**

1. An employee who has completed her/his probationary period, who wishes to participate in a professional development and educational leave program and who meets the qualifications listed below, shall request advance approval in accordance with departmental procedures. Such requests shall not be unreasonably denied.
2. Professional Development and Educational Leave:
  - a. May not be accumulated.
  - b. Must be scheduled according to staffing requirements, however, the University shall make reasonable efforts to accommodate requests.
  - c. When used for Continuing Education Units, must be used to take available UC sponsored courses.
  - d. Must be documented with proof of participation.
3. Effective upon ratification, the maximum professional development and educational leave shall increase to forty (40) hours per contract year.
  - a. For purposes of this Article, a year is defined as October 1 – September 30.
  - b. In addition, a part-time career employee's yearly entitlement shall be prorated based on her/his appointment rate.
4. An employee assigned to the evening and/or night shift, who is scheduled for a continuing education course or a certification examination, shall be scheduled off from the evening or night shift immediately preceding or following the course examination when:
  - a. The unit scheduling policies have been followed; and.
  - b. The course is eight hours duration outside scheduled work time;  
or

- c. The examination is conducted by a state or nationally recognized professional organization.
5. Disputes arising from this Section 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 9 – 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 9 – Grievance Procedure, or Article 3 – Arbitration Procedure. The remedy for grievances alleging a violation of this Section shall be limited to providing the written reasons for the denial of training.

**C. EQUIPMENT TRAINING**

In the event that the University introduces new equipment at any medical center/campus which materially affects work performed by a SX unit employee subject to this Agreement, the University shall provide adequate training on new equipment and/or methods of practice. Such training shall not be deducted from the twenty-four (24) hour annual maximum in provision A.3. above.

**D. REDUCED-FEE REGISTRATION**

1. Non-probationary employees in career positions who are residents of the State of California and who are admitted to the University are eligible for a two-thirds (2/3) reduction of both the University registration fee and the University educational fee per quarter or semester, for up to nine (9) units or three (3) regular session University courses, per quarter (or six (6) units or two (2) regular session University courses per semester), whichever is greater.
2. An employee so registered shall not be eligible for the services or facilities of counseling centers, gymnasias, or student health services incidental to such reduced-fee registration.
3. Eligibility for discounts for other University of California courses and programs, including University Extension courses, are at the sole discretion of the University.

**E.** Disputes arising from sections A and C may be appealed to the department head in writing within 30 days. 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 9 – 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 9 – Grievance Procedure, or Article 3 – Arbitration Procedure.

**F.** Disputes arising from this Article shall not be subject to Article 9 - Grievance Procedure, except as provided under B.5 and E above, or Article 3 - Arbitration Procedure of this Agreement.

**G.** Lawrence Berkeley National Laboratory is excluded from the provisions of this Article. R.P.M. 2.04 Sections D, E and F shall apply to service unit employees at LBNL.