ARTICLE 29
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL LEAVE

A. GENERAL CONDITIONS

1. Employees are encouraged to pursue professional development and education in relation to their career in health care.

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 campus/hospital/laboratory. Employees attending University courses or seminars shall not be eligible for the services or facilities or counseling centers, gymnasia, or student health services incidental to such reduced-fee registration.

4. Nothing in this Article shall prevent the University from granting additional professional development and/or educational 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 only be denied based on operational considerations.

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; however, the University will make reasonable efforts to accommodate requests for non-UC sponsored courses.
   d. Must be documented with proof of participation.
3. Forty (40) hours paid professional development and educational leave relating to the employee's health care career will be provided to full-time employees per contract year.

a. A contract year is normally defined as July 1 – June 30. If a contract begins after July 1, a proportionate number of professional development and educational leave hours will be provided based on the actual duration of the contract.

b. In addition, a part-time career employee's yearly entitlement shall be prorated based on her/his appointment rate.

c. A minimum of twelve (12) hours of the forty (40) hour maximum of paid leave may be utilized for appropriate home study/internet courses. Time used under this section shall not be accrued or paid as premium overtime. The University will consider requests for use of more than 12 hours for use for home study/internet courses on a case by case basis.

d. Career employees and Special Per Diem employees (as defined in Article 27 – Positions, section D.3.) at UC Berkeley, UC Riverside, UC Santa Cruz and UC Santa Barbara Student Health Centers may use up to sixteen (16) hours of the forty (40) hour maximum of paid leave during non-scheduled time. Part-time employees at these locations may use prorated time pursuant to Section B.3.b. above. Time used under this section shall not be accrued or paid as premium overtime.

4. Employees who are scheduled to take the examination which would grant a state and/or nationally recognized certification, and who request the examination day off in accordance with the unit's scheduling procedures, shall be assigned paid professional development and educational leave for the day on which the examination is taken.

5. An employee, assigned to the evening 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 or examination when:

a. The unit scheduling policies have been followed; and

b. The course is eight (8) hours duration outside scheduled work time; or
c. The examination is conducted by a state or nationally recognized professional organization.

C. EQUIPMENT TRAINING

1. In the event that the University introduces new equipment at any teaching campus/hospital/laboratory which materially affects work performed by an HX 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 forty (40) hour annual maximum in Section B.3 of this article.

2. In the event the University introduces new equipment at any teaching campus/hospital/laboratory that is not required for an individual’s immediate position, the University may offer cross-training within a department/sub-unit on the new equipment to employees who have made a request to their supervisor. This provision is only grievable through Step 2 of the grievance process.