

**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 department. Employees may request full or part payment of fees and expenses. Approval of any payment for fees and expenses shall be in accordance with campus policies and practices established by the Vice Chancellor for Administration and Resource Management.
2. When the department determines the requested training/development is position- or career-related, or approves release time based on operational considerations, employees shall be granted flexible or alternate work scheduling, leave without pay, leave at full or part pay, 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 department.
3. When the department requires attendance at an educational or training program, the department will pay the fees and related costs for materials, travel and per diem (per Article 39 – Travel Reimbursement), and the employee's attendance at the actual program shall be considered time worked.
 - a. travel time for required training programs shall be paid in accordance with Article 13, Section F.
 - b. if a Fire Fighter attends a required forty (40) hour training course, the Fire Fighter may claim up to eight (8) additional hours on his or her timesheet to account for time spent studying.
 - 1) Fire Fighters must request approval from the Fire Chief to utilize "study time" hours prior to attending the training.
 - 2) The Fire Chief has the sole discretion to approve or deny the "study time" request.
 - c. education or training which is suggested or recommended, but not required, is not "required" within the meaning of this Article.
 - d. education or training for the acquisition or maintenance of a license or certificate shall not qualify as "required" within the meaning of this Article.
4. Participation in permissive or mandatory training shall not change the method for overtime calculation as described in Article 13 – Hours of Work.

- a. Fire Fighters who attend training sessions lasting less than 56 hours in one work week may request to work additional shifts, or partial shifts, during the same twenty-four (24) day work cycle the training occurs in order to reach their standard work hours.
 - b. Fire Fighters must obtain the Fire Chief's approval prior to scheduling, and such approval shall not be unreasonably denied.
5. Employees attending University courses or seminars shall be eligible for fee reductions applicable to other campus staff employees in accordance with University policies and procedures.
6. 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 (1/3) of the University Registration Fee (URF) and one-third (1/3) of the University Educational Fee (UEF) in accordance with University policies and procedures.. 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.
7. Eligibility for discounts for other University of California courses and programs, including University Extension courses, are at the sole discretion of the University.
8. Campus staff training programs shall be available to employees covered by this Agreement to the same extent they are provided to all other staff employees.
9. Nothing contained in this Agreement will preclude the University from granting additional training and career development opportunities.
10. 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. The Fire Chief has the sole discretion to approve or deny the training request. 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-eight (48) hours of paid release time for job-related training per contract year, prorated based on appointment rate. 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-eight (48) hours. Time spent, if any, in career-related training programs shall count against the forty-eight (48) hours.
3. If a Fire Fighter attends a forty (40) hour training course, the Fire Fighter may claim up to eight (8) additional hours on his or her timesheet to account for time spent studying.
 - a. Utilization of such “study time” shall count against the Fire Fighter’s forty-eight (48) hours of release time.
 - b. Fire Fighters must request approval from the Fire Chief to utilize “study time” hours prior to attending the training.
 - c. The Fire Chief has the sole discretion to approve or deny the “study time” request.
4. The provisions of Section B. do not apply to home study courses.

C. ACADEMY PROGRAM

1. Fire Fighter Trainees participating in the Academy Program shall work fifty-six (56) hours per week.
2. The shifts shall be scheduled by the Fire Chief and the Fire Fighter Trainee prior to the commencement of training.

D. DISPUTES

Disputes arising from this Article may be appealed to the department head in writing within thirty (30) days of the denial. The department head, or her/his designee, shall respond in writing within ten (10) days stating reasons the appeal is denied. If the department head fails to provide the required response within ten (10) days, the employee may file a grievance in accordance with Article 10 – Grievance Procedure only through Step 2 of the grievance procedure. In no circumstances shall such grievances be eligible for 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.