

CAL FIRE Training Officers Resource

Excerpts on Training from Collective Bargaining MOU's

Content	Page
Govt Code	1
Unit 1	2
Unit 2	5
Unit 4	6
Unit 7	9
Unit 8	13
Unit 9	17
Unit 10	18
Unit 11	20
Unit 12	24
Unit 13	27
Unit 14	29
Unit 15	31
Unit 17	35

Government Code Sections within all Bargaining Units:

5.6 Supersession

The following enumerated Government Code sections and all existing rules, regulations, standards, practices, and policies which implement the enumerated Government Code sections are hereby incorporated into this Contract. However, if any other provision of this Contract alters or is in conflict with any of the Government Code sections enumerated below, the Contract shall be controlling and supersede said Government Code sections or parts thereof any rule, regulation, standard, practice, or policy implementing such provisions.

A. Government Code Sections

21. Training

19995.1 Provides for the prescription of conditions for training of State employees.

19995.2 Provides for counseling and training programs for employees whose positions are to be eliminated by automation, technological or management-initiated changes.

19995.3 Provides for Department of Rehabilitation to retrain and refer disabled State employees to positions in State service

BARGAINING UNIT 1 PROFESSIONAL, ADMINISTRATIVE, FINANCIAL, AND STAFF SERVICES

**Effective
July 1, 2010 through July 1, 2013**

13.3 Joint Apprenticeship Committee

4. Each Joint Apprenticeship Committee shall determine the training program for the classes included for their program.
- B. The State agrees to continue existing apprenticeship programs.
- C. The Union and the State agree to jointly explore areas of possible expansion of the existing and the creation of additional apprenticeship programs for bargaining unit occupations. The Union and the State agree to meet and confer on this matter at the request of either party. Any new Joint Apprenticeship Committees shall function in accordance with this section.
- D. To enhance the understanding of formal, on-the-job apprenticeship training the State and Union shall request an Apprenticeship Standards Consultant from the DIR, Division of Apprenticeship Standards, to attend any exploratory meeting.

13.4 Information Technology (IT) Apprenticeship Agency Linkage Agreement (Unit 1)

- A. The State and the Union agree to establish the Information Technology Joint Apprenticeship and Training Committee (Committee) in accordance with section 13.3, Joint Apprenticeship Committee, upon completion of the Unit 1 Information Technology (IT) classification specifications.
- B. The Committee will develop the apprenticeship standards, functions and responsibilities to establish an organized, planned system of statewide information technology apprenticeships in support of Unit 1 IT classifications.
- C. The Committee shall be comprised of three (3) Union and three (3) management representatives and one Apprenticeship Consultant of the Department of Industrial Relations, Division of Apprenticeship Standards. The Committee will be co-chaired by one Union and one State representative. The Committee will convene no later than sixty (60) days after completion of the IT specifications, and adoption of the classes by the State Personnel Board (SPB).

13.10 Education and Training

- A. It is the policy of the State to assure quality service to the public by developing the skills and abilities of State employees through training and education activities. These interests are served by having competent employees capable of maintaining productivity, able to adjust to changes in service requirements, and prepared to assume increased responsibilities.
- B. Each State department shall make available at the work site its training policies and, annually, its training course list. Each department shall provide to the Union a copy of its training courses.
- C. Each State department shall be required to complete an annual Individual Development Plan (IDP) for each permanent full-time employee and for permanent intermittent employees who work seven hundred fifty (750) hours or more annually.
- D. Working within budgetary and workload constraints, each State department, through its annual training plan process, will provide training in handling hostile

and threatening behavior.

E. Employees may request training courses. Training requests shall not be unreasonably denied and the reason for the denial shall be in writing to the employee.

F. The parties agree that training on rape prevention, sexual harassment awareness, managing assaultive behavior and stress reduction are appropriate subjects for high priority consideration by the appropriate Joint Labor/Management Health and Safety Committees.

G. The State and the Union recognize that certain benefits accrue to the State and employees through participation in professional job-related seminars, conferences and conventions. The State, working within the framework of budgetary and workload constraints, will support such activities.

H. The State agrees to reimburse employees for expenses incurred as a result of passing training or education courses required by the department to assure adequate performance as specified in the Individual Development Plan (IDP), or increase current job proficiency. When such courses are offered during normal working hours, the employee shall receive his/her regular salary. When such courses are taken outside of normal working hours, an employee in Work Week Group 2 shall be reimbursed in cash or the work hours may be adjusted on an hour-for-hour basis commensurate with the hours necessary to attend classroom instruction. The reimbursement will include:

1. Tuition and/or registration fees.
2. Cost of course-related books.
3. Transportation or mileage expenses.
4. Toll and parking fees.
5. Lodging and subsistence expenses.

An employee who does not satisfactorily complete a training or education course required by the department according to the department's predetermined standards shall not be eligible for reimbursement of tuition and other necessary expenses and shall agree to return any advance payment received.

I. Reimbursement for the above expenses shall be in accordance with Article 12 of this Contract.

J. When assigning or approving an employee for career-related out-service training, the department may establish policies regarding:

1. allocation of time with pay (including adjustments of work hours) for assignments during normal working hours, and
2. reimbursement for tuition and other necessary expenses.

Except as established by the department, reimbursement should be for fifty percent (50%) of costs incurred. Reimbursement for travel and per diem shall not be allowed for an assignment during non-working hours, except when the appointing power determines that such reimbursement is justified in order to avoid substantial inequity.

K. The employee or his/her estate shall receive reimbursement for tuition and other necessary expenses, if the training assignment is terminated prior to completion either:

1. at the convenience of the State, or
2. because of death, prolonged illness, disability, or other eventuality beyond the control of the employee.

L. To the extent practicable and within available training resources, the department shall arrange for counseling, education, and training of employees as may be reasonably needed to prepare them for placement in other State civil service positions when their positions have been and are about to be changed substantially or eliminated by automation, technological changes or other management initiated changes.

M. Each department, upon request of an eligible employee as defined in the subsection concerning Class A and Class B Driver's Licenses, will make available any information prepared by the Department of Motor Vehicles covering the commercial driver's license examination.

N. The State shall provide to all employees, two days per fiscal year (without loss of compensation) for activities such as, professional association activities, professional and/or personal development seminars, etc., to promote professional and/or personal growth and to enhance professional and/or personal goals. These activities are at the employees' expense and therefore the choice of activity is at the employee's discretion. This time shall be requested and approved in the same manner as vacation/annual leave. Such time shall not be accumulated.

21.3 Class A and Class B Commercial Driver's License

A. Training

Each department, at the request of an employee required to upgrade his/her current driver's license to a Class A or Class B commercial driver's license and appropriate endorsements will make available to the employee any information prepared by the Department of Motor Vehicles (DMV) covering the commercial driver's license examination and any video training programs, relating to the obtaining of a commercial driver's license, which become available to the State.

21.4 Call Centers

B. TRAINING: Training is essential to the creation and maintenance of an effective Call Center.

1. Training programs for new employees shall be pre-defined programs of classroom and on the job training. Training shall cover at least: (1) the role of the call center within the department; (2) telephone technique; (3) procedures; (4) all subject matters that an employee is expected to handle and (5) shall be trained on how to properly escalate problem callers (6) and ergonomic training.

2. Prior to new procedures, laws or policies going into effect the department shall provide instruction and/or information sufficient for the employee to implement the change(s). Refresher training shall be provided at least annually and shall include a classroom component to the degree possible.

3. Upon request, upward mobility training and information shall be provided to all call center employees.

4. Procedural guidelines and reference materials addressing common questions, services and transactions shall be provided and shall be readily accessible to all call center employees.

BARGAINING UNIT 2 ATTORNEYS AND HEARING OFFICERS

**Effective
April 1, 2011 through July 1, 2013**

13.6 Education and Training

A. It is the policy of the State to ensure quality legal service to the public by developing the skills and abilities of Unit 2 employees through training activities. The State agrees to reimburse Unit 2 employees for expenses incurred and provide time off during normal work hours without loss of compensation as a result of completed training or education courses required by the State employer or the Legislature.

B. Job-Required Training

1. Job-required training is training required by the employee's appointing authority that is designed to assure adequate performance in the employee's current assignment.

2. Unit 2 employees shall be fully reimbursed for tuition, course-required materials, and travel costs consistent with Article 12 (Business and Travel) for job-required training.

Employees shall be provided time off during their normal work hours without loss of compensation to participate in job-required training.

4. Employees in Work Week Group 2 will be credited with time worked for participation in job-required training which falls outside their usual work hours.

Whether or not this results in overtime compensation shall be determined by the provisions of Section 6.1 and 6.2.

5. Time spent in job-required training by employees in Work Week Groups E and SE shall be taken into consideration for purposes of Section 6.3.

C. Job-Related Training

1. Job-related training is training designed to increase efficiency or effectiveness and improve performance above the acceptable level of competency established for a specific job assignment.

2. Unit 2 employees may be reimbursed for up to one hundred percent (100%) of the cost of tuition or registration fees, course-required materials, and travel costs consistent with Article 12 (Business and Travel) for job-related training.

D. Career-Related Training

1. Career-related training is training designed to assist in the development of career potential. Career-related training may be unrelated to a current job assignment.

2. When an employee's appointing authority approves career-related training, the employee may be reimbursed for up to fifty percent (50%) of the cost for tuition or registration fees, and course-required materials.

E. Reimbursement for the above expenses shall be in accordance with the Business and Travel Expense provision of this MOU.

13.17 Computer Work Stations

A. The State shall provide instruction in the proper operation and adjustment of computers and workstation equipment. Both parties will encourage employees to properly use computer equipment. The State shall maintain the Computer User's Handbook which will be available to all departments for training purposes.

BARGAINING UNIT 4 OFFICE AND ALLIED

Effective

July 1, 2010 through July 1, 2013

13.3 Joint Apprenticeship Committee

A. It is the policy of the State employer and Union to support the establishment of apprenticeship programs in bargaining units where such programs are deemed appropriate. The Union and the State agree that such apprenticeship programs shall be administered in accordance with the Shelley - Maloney Apprentice Labor Standards Act of 1939 (Labor Code section 3070, et seq.) and pursuant to the following provisions:

1. The classification of positions and the selection process shall be governed by the SPB. The State retains the right to hire.
2. A Joint Apprenticeship Committee shall evaluate and discipline any employee participating in an apprenticeship program under the scope of civil service rules and regulations.
3. Apprenticeship programs shall operate under the Joint Apprenticeship Committee concept, i.e., each committee shall contain an equal number of representatives selected by the Union and by the State in addition to an Apprenticeship Consultant of the Department of Industrial Relations (DIR), Division of Apprenticeship Standards.
4. Each Joint Apprenticeship Committee shall determine the training program for the classes included for their program.
5. Union representatives who have been selected as Joint Apprenticeship Committee members shall serve with no loss of compensation during Committee meetings.

B. The State agrees to continue existing apprenticeship programs.

The Union and the State agree to jointly explore areas of possible expansion of the existing and the creation of additional apprenticeship programs for bargaining unit occupations. The Union and the State agree to meet and confer on this matter at the request of either party. Any new Joint Apprenticeship Committees shall function in accordance with this section.

D. To enhance the understanding of formal, on-the-job apprenticeship training the State and Union shall request an Apprenticeship Standards Consultant from the Department of Industrial Relations (DIR), Division of Apprenticeship Standards, to attend any exploratory meeting.

13.11 Upward Mobility and Training

A. It is the policy of the State to assure quality service to the public by developing the skills and abilities of State employees through training and education activities. These interests are served by having competent employees capable of maintaining productivity, able to adjust to changes in service requirements, and prepared to assume increase responsibilities.

B. The State shall provide to all employees, two days per fiscal year (without loss of compensation) for activities such as, professional association activities, professional and/or personal development seminars, etc., to promote professional and/or personal goals. These activities are at the employees' expense and therefore the choice of activities are at the employees' discretion. This time shall be requested and approved in the same manner as vacation/annual leave. Such time shall not be accumulated.

C. The State agrees to reimburse Unit 4 employees for expenses incurred as a result of satisfactorily completing training or education courses required by the department to assure adequate performance or increase job proficiency. Such reimbursement shall be limited to:

1. Tuition and/or registration fees;
2. Cost of course-required books;

3. Transportation or mileage expenses;

4. Toll and parking fees;

5. Lodging and subsistence expenses.

D. Reimbursement for the above expenses shall be in accordance with the Business and Travel Expense provision of this Contract. When training occurs during normal working hours, the employee shall receive his/her regular salary. When required training occurs outside of normal working hours, Unit 4 employees shall be reimbursed in cash or CTO, in accordance with their workweek group, or the work hours shall be adjusted on an hourly-hour basis for the hours of classroom instruction.

E. If the State agrees with a Unit 4 employee's participation in non-required career-related training, the State may reimburse the employee for up to fifty percent (50%) of tuition, fees, and course-required books, not to exceed department limits after the employee has satisfactorily completed the course. Travel, per diem, and miscellaneous expenses are not reimbursable. Normally, attendance will be on the employee's own time.

F. An employee may receive reimbursement only if application is made prior to enrollment in non-required career-related training.

G. With prior authorization by a department head or designee, the State may reimburse Unit 4 employees up to one hundred percent (100%) of the cost for course-required books, tuition, and/or provide an amount of time off without loss of compensation for attendance at upward mobility and career-related training. Release time without loss of compensation may be for up to one hundred percent (100%) of the time required for course attendance. Both parties agree and understand that a different amount of reimbursement and release time may be provided to employees with the same or similar situations.

An employee who does not satisfactorily complete a non-required career-related training course shall not be eligible for reimbursement of expenses and shall agree to return any advance payment received. The employee or his/her estate shall receive reimbursement for authorized expenses if the training is terminated prior to completion either:

1. At the convenience of the State, provided that the training facility reports satisfactory performance by the employee during the training; or

2. Because of death, prolonged illness, disability, or other eventuality beyond the control of the employee.

I. To ensure equitable treatment among employees, each department shall make available to interested employees its training policy. Unit 4 employees may make application for scheduled training courses. Each department shall give consideration to all requests for training. If denied, the reason for the denial shall be provided in writing to the employee.

J. To the extent practicable and within available training resources, the department shall arrange for such counseling, education, and training of employees as may be reasonably needed to prepare them for placement in other State civil service positions when their positions have been and are about to be changed substantially or eliminated by automation, technological changes, or other management initiated changes.

K. The parties agree that training on rape prevention, sexual harassment awareness, managing assaultive behavior, and stress management are appropriate subjects for high priority consideration by Joint Union/Management Health and Safety Committees.

L. Each department shall develop and maintain a written upward mobility plan as specified in the SPB's guidelines for Administering Departmental Upward Mobility Employment Programs (Guidelines) revised March 2000. Government Code section 19401 requires each State department to have an effective upward mobility program. As used in this section, upward mobility is the planned development and advancement of employees in low-paying occupations to entry level technical, professional, and administrative positions in State departments.

M. Upon Union request, each department shall provide the Union with a copy of its upward mobility plan. If the department makes revisions to the plan, the State shall provide the Union with a copy.

N. Upon employee request, each department agrees to make available its plan and/or

information regarding Upward Mobility Training for its Unit 4 employees. Departments with internal websites will post the upward mobility plans on the department's internal websites.

O. Each department shall appoint an upward mobility program coordinator to coordinate, monitor and report the department's upward mobility program efforts. At work sites with twenty-five (25) or more Unit 4 employees, at least one manager or supervisor will be assigned the responsibility of assisting Unit 4 employees in obtaining information on the department's upward mobility program(s) and related services.

21.3 Class A and Class B Commercial Driver's License

A. Training

Each department, at the request of an employee required to upgrade his/her current driver's license to a Class A or Class B commercial driver's license and appropriate endorsements will make available to the employee any information prepared by the DMV covering the commercial driver's license examination and any video training programs, relating to the obtaining of a commercial driver's license, which become available to the State.

21.4 Call Centers

A. Definition of a Call Center:

A call center is the central point of contact for an organization and is responsible for providing customer service in the forms of information, service requests and problem solving.

B. Training:

Training is essential to the creation and maintenance of an effective Call Center.

1. Training programs for new employees shall be pre-defined programs of classroom and on-the-job-training. Training shall cover at least: (1) the role of the call center within the department; (2) telephone technique; (3) procedures; (4) all subject matters that an employee is expected to handle and (5) shall be trained on how to properly escalate problem callers (6) and ergonomic training.

2. Prior to new procedures, laws or policies going into effect the department shall provide instruction and/or information sufficient for the employee to implement the change(s). Refresher training shall be provided at least annually and shall include a classroom component to the degree possible.

3. Upon request, upward mobility training and information shall be provided to all call center employees.

4. Procedural guidelines and reference materials addressing common questions, services and transactions shall be provided and shall be readily accessible to all call center employees.

BARGAINING UNIT 7 PROTECTIVE SERVICES AND PUBLIC SAFETY

Effective

April 1, 2011 through July 1, 2013

7.10 Fire Training Drills

The Departments employing firefighter/security officers or fire fighters agree not to routinely schedule fire-training drills during sleep time. It is the intent of the departments to avoid the assignment of routine nonessential work where possible during sleep time. However, it is recognized by the parties that the scheduling of fire training drills at night may occasionally be necessary if specifically for the exposure and experience of fighting fires at night.

14.1 Education and Training

A. The State agrees to reimburse Unit 7 employees for expenses incurred as a result of satisfactorily completing training or education courses required by a department to assure adequate performance. Such reimbursement shall be limited to:

1. Tuition and/or registration fees;
- Cost of course-required books;
3. Transportation or mileage expenses;
4. Toll and parking fees;
5. Lodging and subsistence expenses.

Where applicable, reimbursement rates for the above expenses shall be in accordance with this Contract.

B. When a Unit 7 employee attends a department approved career-related outservice training course(s), the department may establish policies regarding (1) allocation of time with pay (including adjustments of work hours) for assignments during normal working hours, and (2) reimbursements for tuition and other necessary expenses. Except as established by the department, reimbursement should be for up to fifty percent (50%) of costs incurred. Reimbursement for travel and per diem shall not be allowed for an assignment during non-working hours except when the appointing power determines that such reimbursement is justified in order to avoid substantial inequity.

C. An employee may receive reimbursement for tuition or other necessary expenses only if application is made and departmentally approved prior to enrollment in an out-service training program or when the employer has requested the employee attend out-service training.

D. Incomplete Assignment

1. General. An employee who does not satisfactorily complete an outservice training assignment shall not be eligible for reimbursement tuition and other necessary expenses and shall agree to return any advance payment received.

2. Exceptions. The employee shall receive reimbursement for tuition and other necessary expenses provided the training facility reports satisfactory performance by the employee during the assignment and the incompleteness was due to an event beyond the control of the employee.

Other Unit 7 Classes

Except as otherwise provided in this Contract, each department employing Unit 7 peace officers and involved in POST certificate programs shall continue to participate in those programs.

14.3 Training - Emergency Medical Technician

A. Notwithstanding section 14.5 of this contract, where readily available, full-time Fire Fighters, and Fire Fighter/Security Officers will be allowed to attend Emergency Medical Technician (EMT) training for purposes of EMT certification if they are not already certified.

To the extent that the courses occur when the employee is otherwise scheduled for duty, the employee will be allowed to attend the class without loss of compensation.

The Department shall reimburse the employee for the cost of course required books and tuition.

CSLEA recognizes that it may not be possible for all employees to attend the training full-time, immediately or during the same semester because of staff shortages or the availability of funds.

14.5 Training Specialized

A. Emergency Medical Training

Emergency Medical Training shall be considered authorized job-related training for purposes of section 14.1, for Unit 7 Peace Officers, Conservationists, Fire Fighters, and Fire Fighter/Security Officers (FF/SO), unless otherwise provided by this Contract. EMT training shall be accepted as meeting the emergency medical training requirement for any Unit 7 employee who has such a requirement

B. Fire Fighter Training

1. In addition to any other training or education required or approved by law or by the employer, Unit 7 fire fighter/security officers, except at the Department of Veterans Affairs, and fire fighters shall engage in a minimum of one hundred (100) hours annually of in service training, based upon a California State Fire Marshall approved curriculum for Firefighter I and II, which may include the following:

a. Basic Fire Fighter Skills - Approximately sixty (60) hours

** (1) Fire Chemistry and Technology - Approx. two (2) hours

** (2) Tools and Appliances - Approx. five (5) hours

(3) Hose Handling and Hose Lays - Approx. fifteen (15) hours

(4) Ladders - Approx. ten (10) hours

** (5) Breathing Apparatus - Approx. five (5) hours

(6) Fire Apparatus Driving and Maintenance - Approx. four (4) hours

(7) Pumps and Pumping Procedures - Approx. five (5) hours

(8) Forcible Entry and Ventilation - Approx. five (5) hours

(9) Salvage and Overhaul - Approx. three (3) hours

(10) Ropes and Knots - Approx. two (2) hours

** (11) Fire Prevention and Inspections - Approx. two (2) hours

** (12) Fire Alarm and Extinguishing Systems - Approx. two (2) hours

**b. Live Fire Training - Approximately twenty (20) hours

[For the Firefighter/Security Officers at the Department of Veterans' Affairs, this training shall consist of five (5) hours in any of the following:]

(1) Structure Fires - Approx. ten (10) hours

(2) Wildland Fires - Approx. five (5) hours

(3) Special Fires - Approx. five (5) hours

**c. Fire Fighter Safety - Approximately eight (8) hours

**d. Radio Communications - Approximately four (4) hours

** (Only those classes marked by a double asterisk apply to the Firefighter/Security Officers at the Department of Veterans' Affairs)

2. In addition to the above, the following specialized courses shall be provided as required:

First Responder (Emergency Care of the Sick & injured) Department of Veterans Affairs only or, EMT (Emergency Medical Technician and recertification.)

b. C.P.R. (Cardiopulmonary Resuscitation) and recertification.

c. Hazardous Materials First Responder Operational and annual refresher.

d. California Driver License Class B-Restricted (Firefighter Endorsement) (Except for Department of Veterans' Affairs)

3. In addition to the above required or approved fire related training or education, a career/job related training/education out-service curriculum shall be adopted and made available at management's option to Unit 7 Firefighters, and Firefighter/Security Officers:

a. California State Fire Marshall approved certification tracts

b. California State Fire Training FSTEP (Fire Service Training and Education Program) approved courses

c. Office of Emergency Services approved courses

d. National Fire Academy approved courses

e. Federal Emergency Management Agency approved courses

f. National Wildfire Coordinating Group approved courses

g. Other specific career fire related training

4. The parties recognize that course titles may vary or change and it is the intent of the parties that the above listed courses or their equivalents shall constitute the curriculum. The departments shall periodically advise Fire Fighters/Security Officers and Fire Fighters of course availability.

5. Requests for Fire Fighter and Fire Fighter/Security Officer training that are otherwise consistent with this provision will not be unreasonably or arbitrarily denied. It is the intent and desire of the parties that Fire Fighters and Fire Fighter/Security Officers be trained and certificated as expeditiously as operational needs and funding permit.

The employer shall have discretion to determine which specific outservice courses within each category are authorized for attendance by a given Fire Fighter or Fire Fighter/Security Officer. Consideration shall include the fire service needs of the facility, when and where the course is scheduled to occur, the availability of funds designated for Fire Fighter or Fire Fighter/Security Officer training and the preference of the Fire Fighter or Fire Fighter/Security Officer. Upon a successful completion of a course authorized in advance, the employer shall reimburse the Fire Fighter for one hundred percent (100%) of the cost for course-required books and tuition of job related courses, and fifty percent (50%) of the cost for course-required books and tuition of career related courses. For purposes of this section, job related courses are courses which provide useful job related knowledge, while career related courses are courses which are for career development. Further, the Fire Fighters or Fire Fighter/Security Officer may attend authorized courses without loss of compensation when otherwise scheduled for work.

7. The above curriculum is not intended to preclude Fire Fighters or Fire Fighter/Security Officer from requesting or the employer from requiring

attendance at courses required for maintenance of special certificates or licenses that are required by the employer for the job of Fire Fighter or Fire Fighter/Security Officer.

C. For Unit 7 firefighter/security officers, the following shall be provided:

1. Penal Code 832 Level III minimum.
2. P.O.S.T. recognized chemical agent and refresher
3. Self Defense Training-minimum eight (8) hours annually
4. P.O.S.T. recognized baton and annual refresher
5. Quarterly Firearms Certification (Except DVA)
6. Other specific training or P.O.S.T. recognized courses as required by the department of by law.

D. Self Defense Training

All other Unit 7 peace officers shall receive a minimum of eight (8) hours of Self Defense Training per fiscal year. Training in managing assaultive behavior at DMH and DDS will substitute for self defense training. This training may be conducted concurrently with the quarterly shooting qualification training. This provision shall not apply to the Department of Justice.

E. Licensing Registration Examiner (LRE) Training

1. The department shall continue its practice of providing a minimum of one hundred twenty (120) hours initial training to newly appointed LREs.

Incumbent LRE's shall receive at least eight (8) hours of refresher and updated training per year

Licensing Registration Examiners who are required by the department to process vehicle registration or perform VIN verifications shall receive the appropriate training. Such training will be scheduled in accordance with operational needs.

3. It is further agreed that basic CPR and First Aid Training shall be made available to LREs who volunteer for such training. Training will be scheduled in accordance with operational needs.

4. DMV shall endeavor to dedicate one 1-hour training slot each month to LRE specific topics such as drive test criteria where and when it is operationally feasible.

BARGAINING UNIT 8

FIREFIGHTER

Effective
July 1, 2010 through July 1, 2013

Section 5.7 Graduate Trainee Program

5.7.1 If the State employer desires to re-implement the Graduate Trainee Program, it shall meet and negotiate prior to implementation.

5.7.2 In the event the State desires to re-implement the Graduate Trainee program, it will open the program to graduates with any degree relevant to and needed to accomplish the department's mission

11.1.6.3 The State agrees to provide training on procedures for preventing workplace violence and the Union will encourage employees to use these procedures.

Section 11.13 AIDS Training

The State agrees to provide AIDS training to all new CDF employees within the first three months of employment. The State further agrees to provide annual AIDS refresher training to all CDF employees.

Section 11.19 Substance Abuse Testing

With respect to the proposed policy on substance abuse testing, the State and CDF FIREFIGHTERS hereby agree to the following:

11.19.1 Supervisors will receive training in the administration and implementation of the State's substance abuse policy prior to its implementation. The State agrees to meet with CDF FIREFIGHTERS to review the training program upon request.

Section 12.4 Emergency Medical Technician Training

1. The department may require any employee to become certified or to re-certify as an Emergency Medical Technician (EMT). The department will pay for the cost of the employee's salary, required textbooks, and required fees and approved expenses.
2. The department will pay for or provide EMT recertification training where it initially required the EMT certification or a previous recertification. Payment shall be for the employee's salary, required textbooks, and required fees and approved expenses.

Section 12.5 Training and Education

12.5.1 The State agrees to reimburse Unit 8 employees for expenses incurred as a result of satisfactorily completing training or education courses required by the Department to assure adequate performance or increase job proficiency. Such reimbursement shall be limited to:

12.5.1.1 Tuition and/or registration fees and/or other mandatory fees.

12.5.1.2 Cost of course-required books.

12.5.1.3 Transportation or mileage expenses.

12.5.1.4 Toll and parking fees.

12.5.1.5 Lodging and subsistence expenses.

12.5.2 Reimbursement for the above expenses shall be in accordance with the Travel and Business Expense section of the Agreement.

12.5.3 If the State agrees with a Unit 8 employee's participation in non-required careerrelated training, the State may reimburse the employee for up to 50% of tuition, fees, and course-related books, not to exceed Department limits, after the

employee has satisfactorily completed the course. Travel, per diem and miscellaneous expenses are not reimbursable. Normally, attendance will be on the employee's own time.

12.5.4 An employee may receive reimbursement only if application is made prior to enrollment in non-required career-related training.

12.5.5 An employee who does not satisfactorily complete a non-required career-related training course shall not be eligible for reimbursement of expenses and shall agree to return any advance payment received. The employee or his/her estate shall receive reimbursement for authorized expenses if the training is terminated prior to completion either:

12.5.5.1 At the convenience of the State, provided that the training facility reports satisfactory performance by the employee during the training; or,

12.5.5.2 Because of death, prolonged illness, disability or other eventuality beyond the control of the employee.

12.5.6 If an employee quits or accepts other employment within nine months following completion of State paid training, he/she shall reimburse the State for the amount provided by the State.

Section 12.6 Long-Term Training

12.6.1 If an employee is assigned to a required training class within the State of California where travel status lasts four consecutive weeks including weekends, the employee will be allowed to travel home and return once at State expense during the class. If an employee is assigned to a required training class within the State of California where travel status is five or six consecutive weeks including weekends, the employee will be allowed to travel home twice at State expense during the class. If an employee is assigned to a required training class within the State of California where travel status is longer than six consecutive weeks, including weekends, the employee will be allowed to travel home at a ratio of once for every three weeks or major portion thereof, at State expense during the class. The travel time for these trips will not be considered "hours of work".

12.6.2 The Academy staff will make a reasonable effort to coordinate weekend transportation for employee(s) who do not have transportation for the weekends and do not travel home. This does not apply to students attending the Driver Operator Module or the Fire Fighter Module.

Section 15.4 Transfers to Fire Captain, FAE or FF II

When a vacancy in the classifications of Fire Captain, FAE, or Fire Fighter II exists, interested employees who otherwise meet the applicable rules, regulations and policies to make a voluntary transfer to the class, may request a training and development (T & D) assignment to the vacant position. When possible, the Department should consider, consistent with existing statutes and regulations, placement of the employee in the Fire Captain, FAE or Fire Fighter II position on a T & D assignment. The conditions of the T & D will include:

15.4.1 All CDF formal training courses for the employee's current classification (if applicable) must have been successfully completed prior to the T & D (i.e. HFEO course for Heavy Fire Equipment Operators, etc), and;

15.4.2 For CDF employees, the Basic Fire Control (FFM/DOM, whichever is applicable) course must have been successfully completed prior to or as a condition of the T & D, and;

15.4.3 The employee must submit his/her training records and employment history to the CDF Sub-JAC committee for the purpose of evaluating the employee's experience as it relates to the T & D classification in question, and;

15.4.4 The Sub-JAC will evaluate the employee's experience in a manner consistent with the review performed by Sub-JAC for blanketed-in FFII and FAE employees, and;

15.4.5 Based on the evaluation by the CDF Sub-JAC, a customized training assignment plan, for a period up to 4 years, will be created for the employee; service in the T & D assignment may serve to fulfill the experience component of the JAC program, and;

15.4.6 The CDF management may include such other requirements as it deems appropriate to fully develop the employee's potential ability to perform in the classification, and;

15.4.7 Successful completion of the JAC program (or customized JAC program) will be required as part of the T & D assignment, and;

15.4.8 Pursuant to Government Code Section 19050.8, a temporary assignment may last for a period up to 4 years, and;

15.4.9 Employees successfully completing the T & D assignment as outlined above will be eligible to compete for a permanent position in the T & D classification.

Successful competitors may be laterally transferred from their current classification to the T & D classification as otherwise consistent with the Government Code, SPB and DPA rules.

15.4.10 Nothing in this section is intended to adversely impact the ability of the CDF to enter into new cooperative agreements and thereby blanket in local agency employees pursuant to state law.

15.4.11 CDF Firefighters reserves any other which may exist with regard to the appropriateness of lateral transfers in other circumstances

3.2.2 Supervisors who make a determination of reasonable suspicion must receive 1) at least 60 minutes of training on alcohol misuse and 2) at least an additional 60 minutes of training on controlled substances use. The training shall cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.

ARTICLE 18 – APPRENTICESHIP AND TRAINING

Section 18.1 Apprenticeship Program and Training

18.1.1 New permanent full-time appointments to the classes of Fire Apparatus Engineer, Fire Apparatus Engineer (Paramedic), Fire Fighter II, and Fire Fighter II (Paramedic) will continue to be indentured as Apprentices under the California Firefighter Joint Apprenticeship Committee ("JAC").

18.1.2 The Sub-JAC for CDF will continue with three representatives from labor and three from management. Sub-JAC may act by majority vote of both its labor and management members.

18.1.3 The apprenticeship academy program for Fire Fighter II or Fire Fighter II (Paramedic) will include sufficient training to assure employees of Fire Fighter I certification by the State Fire Marshal. The Sub-JAC may change these terms by majority vote of both labor and management members.

18.1.3.1 The parties agree that all or part of the apprenticeship training academy for Fire Fighter II or Fire Fighter II (Paramedic) may at the State's option be conducted at the region or ranger unit level if approved by the Sub- JAC. The training will ensure a competency level of certified Fire Fighter I by the State Fire Marshal while allowing recognition of local needs.

18.1.4 The apprenticeship training academy program for Fire Apparatus Engineer and Fire Apparatus Engineer (Paramedic) will consist of an additional four weeks of training which will be added to the Fire Fighter II class. The class will include sufficient training to assure employees of Fire Fighter I, Fire Apparatus Driver/Operator and Fire Investigator IA certification by the State Fire Marshal. The Sub-JAC may change these terms by majority vote of both labor and management members. One of the ten weeks may at the State's option consist of training academies at centralized regional locations immediately followed by

nine weeks of training at the CDF Academy.

18.1.5 CDF shall conduct all such apprenticeship training academies in accordance with the apprenticeship standards developed for CDF and approved by the Administrator of Apprenticeship, Division of Apprenticeship Standards. The Sub-JAC may change the curriculum by majority vote of both labor and management members.

18.1.6 Following successful completion of academy training, apprentices will, as a condition of employment, participate in training provided by CDF consistent with the Apprenticeship Standard requirements and the curriculum established by Sub-JAC. Such related and supplemental training will average 144 hours per year over a 36-month apprenticeship term. Current practice concerning early final exams may not be changed without the consent of the Sub-JAC.

18.1.7 The employer may apply hours of community college training toward related and supplemental training required during the three-year apprenticeship only as allowed by the Apprenticeship Standards. The courses must be approved by Sub-JAC.

18.1.8 FAE's and FAE (Paramedics) hired after inception of the apprenticeship program will be required to successfully complete their apprenticeship before appointment to the Fire Captain classification.

18.1.9 An appeals process for persons terminated from apprenticeship positions because of a failure to meet training standards will be governed by the Apprenticeship Standard and applicable provisions of the Apprenticeship Law.

BARGAINING UNIT 9 PROFESSIONAL ENGINEERS

Effective April 1, 2011 through July 2, 2013

22.1 Training

The State agrees to reimburse bargaining unit employees for expenses incurred as a result of attending job-required courses as authorized by the department. Such reimbursement shall be limited to tuition and/or registration fees, cost of course-required books, transportation or mileage expenses, toll and parking fees, and lodging and subsistence expenses.

Reimbursement for the above expenses shall be in accordance with existing Administrative Code sections except as otherwise provided in this MOU. When training occurs during normal working hours, the employee shall receive his/her regular salary.

The State shall reimburse bargaining unit employees for departmentally-approved expenses incurred as a result of attending authorized job-related or career-related training or education in accordance with DPA rules.

Each department, at the request of an employee required to upgrade their current driver's license to a Class A or Class B commercial driver's license and appropriate endorsements because of the new State Law effective January 1, 1989, will make available to the employee any information prepared by the Department of Motor Vehicles covering the commercial driver's license examination.

24. Training

19995.2 Provides for counseling and training programs for employees whose positions are to be eliminated by automation, technological or management initiated changes

BARGAINING UNIT 10 PROFESSIONAL SCIENTIFIC

Effective

April 1, 2011 through July 1, 2013

24. Training

19995.2 Provides for counseling and training programs for employees whose positions are to be eliminated by automation, technological or management-initiated changes.

19995.3 Provides for Department of Rehabilitation to retrain and refer disabled State employees to positions in State service.

15.3 Training

A. The State agrees to reimburse Unit 10 employees for expenses incurred as a result of attending departmental approved and authorized job-required training.

Attendance shall be without loss of compensation. Departmentally approved and authorized training attended during off-duty hours shall be considered work time.

This includes in-service training courses offered by the department. Such reimbursement shall be limited to:

1. Tuition and/or registration fees,
2. Cost of course-required books and materials,
3. Transportation or mileage expenses,
4. Toll and parking fees, and
5. Lodging and subsistence expenses.

B. Reimbursement for the above expenses shall be in accordance with Section 6.1 of this Agreement.

C. The State shall not seek reimbursement for tuition and other necessary expenses if the training assignment is terminated prior to completion of either: (1) the convenience of the State; or (2) because of death, prolonged illness, disability or other similar eventuality.

D. As authorized and approved by a department, a Unit 10 employee may attend, without loss of compensation, and may be reimbursed, in full or in part, for training designed to increase the employee's job proficiency or professional career development and growth, and/or to maintain or obtain required professional licensure, certification or registration.

E. All training requests, approvals, and disapprovals, shall be in accordance with departmental procedures. Management shall respond to all training requests within twenty-one (21) calendar days from the date the request was received. The parties may mutually agree to extend this response period. Employee training requests must be compatible with his/her approved individual development plan where such plans are utilized. When an employee training request is denied, the department will give consideration to this fact when reviewing the employee's next request for training.

F. This Section is only appealable to the third step of the grievance procedure and is not arbitrable.

G. The State shall provide to all Unit 10 employees two days per fiscal year (without loss of compensation) for activities such as, continuing education training, professional association activities, professional development seminars, etc., to promote professional growth and to enhance professional goals. Activities related to these two professional development days shall not result in any costs to the employer. Such activities shall be at the employee's discretion. This time shall be requested and approved in the same manner as vacation/annual leave. Such time

shall not be accumulated.

15.4 Certification or Registration

A Bargaining Unit 10 employee may be provided up to eight (8) hours CTO upon successful completion of a certification or registration examination taken during off-duty hours. The certification or registration must be directly related to an employee's scientific specialty and assigned duties and be approved by the department head or designee.

15.5 Departmental Orientation

The State recognizes the value of having Unit 10 employees knowledgeable of programs and activities carried out by the departments. Each department shall periodically conduct a departmental orientation program for new permanent, full-time Unit 10 employees. Upon approval, existing employees may participate in the orientation.

15.6 Professional Papers

A. Upon prior approval of the department head or designee, the State may provide a Unit 10 employee up to 40 hours per year and/or necessary travel expenses for the purpose of research, preparation, and presentation of professional papers, provided that the professional papers are directly related to the employee's job assignment and the department head or designee has determined that the presentation of the research paper will benefit the State's operational needs.

B. The department head or designee may deny the employee's request for presentation for reasons related to training, employee supervision, job performance and operational needs. If the employee's request is denied, the reason for denial shall be stated in writing.

C. Upon request by the employee, the department will review professional papers for publication. Upon approval by the department head or designee, a copy of the paper may be provided to appropriate departmental and State libraries. This Section is not grievable under the grievance provisions.

D. Signature credit shall be given employees who author or co-author any scientific research document.

E. The department head or designee shall respond to the employee's request for research, preparation and presentation of professional papers within thirty (30) days from the date the request was received.

BARGAINING UNIT 11

ENGINEERING AND SCIENTIFIC TECHNICIANS

Effective

July 1, 2010 through July 1, 2013

10.5 Health and Safety Education and Training

A. Where the State identifies a need, the State will provide health and safety information to all employees as a part of an on-going program of health and safety awareness and education. Such information may be reviewed and updated annually with input from the departmental Joint Union/Management Health and Safety Committee(s).

B. Employees may request to receive additional job-specific health and safety training as needed and deemed appropriate by the State

Where Departmental Joint Union/Management Health and Safety Committee(s) have been formed, information regarding Health and Safety Education Training may be an appropriate topic of discussion in these meetings. The Departments agree to consider health and safety education and training recommendations issued by these joint committee(s).

The State shall provide training in the use of safety equipment required in the performance of the job.

In accordance with departmental policies, an employee will receive training in the use of hazardous substances where the following conditions exist:

1. The manufacturer is required under Labor Code section 6390 to provide a MSDS;
2. The employee is required to use/handle the substance; or
3. It is necessary to update or otherwise train an employee in its use.

10.19 Assaultive Behavior

The State will endeavor to provide training to all employees at risk of assault on how to defuse potentially violent situations and verbal confrontations

Computer

The State shall provide instruction in the proper operation and adjustment of computers and workstation equipment. Both parties will encourage employees to properly use computer equipment. The State shall maintain the Computer User's Handbook which will be available to all departments for training purposes.

13.3 Joint Apprenticeship Committee

A. It is the policy of the State employer and Union to support the establishment of apprenticeship programs in Unit 11 where such programs are deemed appropriate. The Union and the State agree that such apprenticeship programs shall be administered in accordance with the Shelley - Maloney Apprentice Labor Standards Act of 1939 (Labor Code section 3070, et seq.) and pursuant to the following provisions:

1. The classification of positions and the selection process shall be governed by the SPB. The State retains the right to hire.
2. A Joint Apprenticeship Committee shall evaluate and discipline any employee participating in an apprenticeship program under the scope of civil service rules and regulations.
3. Apprenticeship programs shall operate under the Joint Apprenticeship

Committee concept, i.e., each committee shall contain an equal number of representatives selected by the Union and by the State in addition to an Apprenticeship Consultant of the Department of Industrial Relations, Division of Apprenticeship Standards.

4. Each Joint Apprenticeship Committee shall determine the training program for the classes included for their program

Union representatives who have been selected as Joint Apprenticeship Committee members shall serve with no loss of compensation during Committee meetings.

B. The State agrees to continue existing apprenticeship programs.

C. The Union and the State agree to jointly explore areas of possible expansion of the existing and the creation of additional apprenticeship programs for Unit 11 occupations. The Union and the State agree to meet and confer on this matter at the request of either party. Any new Joint Apprenticeship Committees shall function in accordance with this section.

D. To enhance the understanding of formal, on-the-job apprenticeship training the State and Union shall request an Apprenticeship Standards Consultant from the Department of Industrial Relations, Division of Apprenticeship Standards, to attend any exploratory meeting.

13.10 Education and Training

A. It is the policy of the State to assure quality service to the public by developing the skills and abilities of employees through education and training activities. These interests are served by having competent employees capable of maintaining productivity, able to adjust to changes in service requirements, and prepared to assume increased responsibilities.

B. The State shall provide to all employees, two days per fiscal year (without loss of compensation) for activities such as, professional association activities, professional and/or personal development seminars, etc., to promote professional and/or personal growth and to enhance professional and/or personal goals. These activities are at the employees' expense and therefore the choice of activity is at the employee's discretion. This time shall be requested and approved in the same manner as vacation/annual leave. Such time shall not be accumulated.

Each State department shall make its training policies and, annually, its training course list available at work sites. Each department shall provide annually and upon request by the Union a copy of its training course list and its training budget as it appears in the Governor's Budget. Budgeted training funds shall not be used for training private sector contract employees who would do the work normally performed by bargaining unit employees.

D. New employees to a department shall, within 60 days after reporting to work, be given an orientation session by their supervisor or other departmental representative.

E. Individual Development Plans

1. Each State department shall be required to complete an annual Individual Development Plan for each permanent full-time employee and for permanent intermittent employees who work 750 hours or more annually.

2. The State agrees to provide training opportunities and funding to fulfill the training courses on an employee's Individual Development Plan (IDP) when and subject to conditions agreed to between the employee and the employee's supervisor in the IDP.

3. An employee's request for attendance at scheduled training courses agreed to in an IDP for that year shall not be unreasonably denied. Reasonable denial would include a reduction in the division or program training budget.

4. When operational needs or emergencies preclude attendance at training courses agreed to in an employee's IDP, the employee shall, upon request, be approved to reschedule and attend the course based on what is convenient for the

employee and operationally feasible for the State.

5. Nothing in this section shall be construed to prevent the State from requiring an employee to attend training.

F. The State and the Union recognize that certain benefits accrue to the State and employees through participation in professional job-related meetings, seminars, conferences and conventions.

G Training Categories/Definitions

1. Job-Required Training, including safety training, is designed to assure adequate performance in an employee's current assignment or classification and includes training necessary for newly assigned employees; refresher training for the maintenance of ongoing programs; and training mandated by law or other State authority.

2. Job-Related Training is designed to increase an employee's job proficiency and includes training to improve job performance above the acceptable level of competency established for specific job assignment or classification, and training to prepare an employee for assuming increased responsibility.

3. Career-Related Training is designed to assist an employee in the development of career potential and is intended to help provide an employee with an opportunity for self-development while also assisting in the achievement of the State's mission. This training does not have to be related to the employee's current classification or assignment.

In-Service Training is sponsored, administered or contracted for, by the State for its employees. Such training includes courses or activities designed and administered by State departments individually or in joint agreement; offered by the Department of Personnel Administration; designed or contracted exclusively for the State through private consultants or firms, regional training centers, accredited colleges or universities, or other non-State agencies.

5. Out-Service Training is sponsored by a non-State agency and is open to the public as well as State employees.

6. Training conferences are training activities conducted primarily for educational development purposes and not primarily for professional and social affiliation purposes. Training conferences may be a job-required, job related, or career related training activity.

H. Reimbursement for Job-Required Training Expenses

1. The State agrees to reimburse employees for expenses incurred as a result of job-required training consistent with the Business and Travel Article of this contract. When an employee's approved participation is identified as jobrequired by the appointing authority, the employee shall be fully reimbursed for tuition and other necessary expenses that include:

- a. Tuition and/or registration fees;
- b. Cost of course-required books and materials;
- c. Transportation or mileage expenses;
- d. Toll and parking fees;
- e. Lodging and subsistence expenses.

2. Employees who attend training and education courses required by the State shall be granted reasonable time off without loss of compensation for courses that occur during the employee's normal working hours. An employee's normal working hours may be adjusted so attendance occurs on State time. For courses that are scheduled during off-duty hours, such hours shall be considered work time and they will be compensated according to the employee's designated Work Week Group.

I. Reimbursement for Job-Related Training Expenses

1. When participation in training is identified by the appointing authority as „jobrelated“, full reimbursement of approved training or education courses may be provided in accordance with the Business and Travel Article of this contract for

tuition and other necessary expenses as outlined above for job-required training.

2. Employees who attend „job-related“ training and education courses may be granted reasonable time off without loss of compensation for courses that occur during the employee’s normal working hours. When job-related training occurs outside of normal working hours, an employee’s normal working hours may be adjusted so attendance occurs on State time. For courses that are scheduled during off-duty hours, such hours may be considered work time and would be compensated according to the employee’s designated Work Week Group.

Career Related or Upward Mobility Training Expenses

1. When participation in training is identified by the appointing authority as „careerrelated“ or as part of an upward mobility plan, the State will reimburse employees for up to 50% of course required books, tuition, materials and registration fees of approved training or educational courses.

2. Normally the employee will attend the training on his or her own time.

K. An employee who willfully or negligently fails to satisfactorily complete a training or education course (required or approved by the department) as specified by the training provider shall not be eligible for reimbursement of tuition and other necessary expenses, and shall return any advance payment received.

L. The employee or his/her estate shall receive reimbursement for tuition and other necessary expenses incurred, if the training assignment is terminated prior to completion either (1) at the convenience of the State, or (2) because of death, prolonged illness, disability, or other eventuality beyond the control of the employee. Expenses subject to reimbursement pursuant to this subsection shall be limited to those that the employee would have otherwise been entitled to receive pursuant to this contract.

M. To the extent practicable and within available training resources, the department shall arrange for such counseling, education, and training of employees as may be reasonably needed to prepare them for placement in other State civil service positions when their positions have been and are about to be changed substantially or eliminated by automation, technological changes, or other management initiated changes.

N. Each Department, upon request of an eligible employee as defined in the Class A and Class B Commercial Driver’s License section of this contract, will make available any public information prepared by the Department of Motor Vehicles covering the commercial driver’s license examination.

O. Each State department, through its annual training plan process, will provide employees training in handling hostile and threatening behavior where required for safety purposes.

P. The parties agree that training on rape prevention, sexual harassment awareness, managing assaultive behavior and stress reduction are appropriate subjects for high priority consideration by the appropriate Joint Labor/Management Health and Safety Committees.

21.3 Class A and Class B Commercial Driver's License

A. Training

Each department, at the request of an employee required to upgrade his/her current driver's license to a Class A or Class B commercial driver's license and appropriate endorsements will make available to the employee any information prepared by the Department of Motor Vehicles (DMV) covering the commercial driver's license examination and any video training programs, relating to the obtaining of a commercial driver's license, which become available to the State.

BARGAINING UNIT 12 CRAFT AND MAINTENANCE

Effective

July 1, 2010 through July 1, 2012

4.12 Infectious Disease Control Training

A. The State and IUOE recognize the need to continue to provide general information about infectious diseases for employees of Mental Health, Veteran's Affairs, Developmental Services, Department of Corrections and Rehabilitation, Health Services, Parks and Recreation, Caltrans, and in other Departments where employees come into contact with court assigned workers or inmates, wards, parolees, clients, patients or resident workers.

B. The departments listed in "A" above will annually provide to Bargaining Unit 12 employees in-service training regarding infectious diseases. This training will be provided by a health care professional or a qualified and knowledgeable trainer at least once a year. All trainers will possess demonstrable education and/or experience in the areas being taught. This training may include the following:

1. Identification of infectious disease(s) that are of concern to Bargaining Unit 12 members in the working environment; and

2. General information regarding these diseases including, but not limited to the following:

a. how the disease is transmitted;

b. symptoms;

c. courses of treatment;

d. methods and procedures that should be followed to prevent contracting disease.

C. Bargaining Unit 12 members will attend this training on State time. Training may be provided more often if deemed necessary.

D. It is understood by the parties that the listed departments currently have training and information resources that can be used for purposes of in-service training.

ARTICLE 16 - CAREER DEVELOPMENT

16.1 Training

A. The State agrees to reimburse Unit 12 employees for expenses incurred as a result of completing training or education courses required by the department to assure adequate performance or increase job proficiency. Such reimbursement shall be limited to:

1. Tuition and/or registration fees

2. Cost of course-required books

3. Transportation or mileage expenses

4. Toll and parking fees

5. Lodging and subsistence expenses

B. Reimbursement for the above expenses shall be in accordance with the Business and Travel Expense provision of this Agreement. When training occurs during normal working hours, the employee shall receive his/her regular salary. When required training occurs outside of normal working hours, Unit 12 employees in accordance with their workweek group shall be reimbursed in cash, CTO, or the work hours shall be adjusted on an hour-by-hour basis for the hours of classroom or field instruction or training in a manner determined by the employer.

C. If the State agrees with a Unit 12 employee's participation in job related or career-related training, the State may reimburse the employee for up to 100% of tuition, fees, and course-required books, not to exceed department limits after the

employee has satisfactorily completed the course. Travel, per diem and miscellaneous expenses are not reimbursable. Release time without loss of compensation may be for up to 100% of the time required for course attendance. Both parties agree and understand that a different amount of reimbursement and release time may be provided to employees in the same or similar situations.

D. An employee may receive reimbursement only if application is made prior to enrollment in non-required career-related training.

E. An employee who does not satisfactorily complete a non-required career-related training course shall not be eligible for reimbursement of expenses and shall agree to return any advance payment received. The employee or his/her estate shall receive reimbursement for authorized expenses if the training is terminated prior to completion either:

1. at the convenience of the State, provided that the training facility reports satisfactory performance by the employee during the training; or
2. because of death, prolonged illness, disability or other eventuality beyond the control of the employee.

F. Effective with the signing of this agreement, each department, at the request of an employee required to upgrade their current driver's license to a Class A or Class B commercial driver's license and appropriate endorsements, will make available to the employee any information prepared by the Department of Motor Vehicles covering the commercial driver's license examination and any video training programs, relating to the obtaining of a commercial driver's license, which become available to the State.

G. Heavy Equipment Mechanics in CDF or CalEMA will receive 12 hours of wild land fire safety training within 12 months following appointment to the classification. The training will be provided at the ranger unit and/or CDF Academy by field/Academy training officers. Current incumbents will receive the training within one year of ratification of this Memorandum of Understanding.

16.3 Joint Apprenticeship Committees

A. The State and the Union support the establishment and operation of apprenticeship programs where deemed appropriate within State Unit 12.

B. IUOE and the State agree that any apprenticeship program that is established for State employees within any Agency, Department or subdivision of the State that would produce, upon successful completion of such a program, placement in a position or title that is assigned within the exclusive representation unit determined by PERB for Unit 12, shall be administered in accordance with the following provisions:

1. The classification of positions and the selection process shall be governed and administered in accordance with State Personnel Board rules and regulations;
2. Each Apprenticeship program shall be in accord and conform in all respects with the rules and regulations for apprenticeship of the Division of Apprenticeship Standards, Department of Industrial Relations;
3. Each apprenticeship program shall operate under a Statewide Unit 12, Joint Apprenticeship Committee. The committee shall contain an equal number of representatives selected by each IUOE and the State. The size of the committee may vary, but no committee shall contain more than six (6) IUOE and six (6) State representatives nor fewer than three IUOE and three (3) State representatives;
4. The Statewide Joint Apprenticeship Committee (JAC) shall oversee all training program for the classes included in the Unit 12 apprenticeship programs.
5. The JAC and subcommittees shall meet no less than once every three months;
6. IUOE representatives who have been selected as Committee members on any subcommittee or on the Statewide committee shall serve with no loss of compensation when officially participating in committee meetings, other

committee assigned activities and travel to and from such meetings and activities;

7. The State retains the right to hire, evaluate and discipline any employee participating in an apprenticeship program, taking into consideration the recommendations of the affected JAC;

8. The State or IUOE reserves the right to cancel an apprenticeship program when such action is deemed in the best interest of the State or the Union. The State agrees to give IUOE thirty (30) calendar days notice prior to canceling an apprenticeship program.

C. The State and IUOE agree to continue the following apprenticeship programs as subcommittees of the Statewide JAC for the term of this Agreement, or until canceled by the Statewide committee:

Department of Transportation Structural Steel Painter Apprenticeship Program

Department of Transportation Heavy Equipment Mechanic Apprenticeship Program

Department of Water Resources Hydroelectric Plant Apprenticeship Program

Department of Water Resources Utility Craftworker Apprenticeship Program

D. IUOE and the State agree to jointly explore areas of possible expansion of the existing JAC's listed in subsection "C" above for other operations in Unit 12. Any claimed apprenticeship program by any Agency or Department of the State that is not in accord with this section shall immediately be canceled or suspended by the State until such a claimed apprenticeship program is in conformance with the provisions of this section.

E. Apprenticeship Training Fund: The State and IUOE agree to meet to determine funding to support the expansion of the JAC programs. The funding will take effect on January 1, 2002 and a contribution will be due in January of each year thereafter during the term of this Agreement. Upon approval of sufficient funds by the Legislature, the State shall contribute to the IUOE Unit 12 Training Fund, no less than one dollar (\$1.00) per month per employee in Unit 12, but no more than \$270,000.00 in total per calendar year. The funds shall be used to provide a training program for employees who wish to improve their skills, and to train apprentices indentured into the Statewide JAC programs.

17.3 Apprentices

A. The provisions of this article do not apply to employees indentured in any apprenticeship program recognized under this agreement, or those employees in the Telecommunication Technician Trainee classification.

B. The parties recognize that it is mutually beneficial to place graduating apprentices in the work location where they completed their training. Consequently, the provisions of this article will not apply when the employer must place a graduating apprentice.

C. Upon completion of the apprenticeship program, the employee's seniority dates back to his/her date of indenture.

20. Training

19995.2 Provides for counseling and training programs for employees whose positions are to be eliminated by automation, technological or management-initiated changes.

19995.3 Provides for Department of Rehabilitation to retrain and refer disabled State employees to positions in State service

BARGAINING UNIT 13

STATIONARY ENGINEERS

Effective
April 1, 2011 through July 1, 2013

2.10 Joint Apprenticeship Committee

A. The State and the Union support the establishment and operation of apprenticeship programs where deemed appropriate within State Unit 13.

B. IUOE and the State agree that any apprenticeship program that is established for State employees within any Agency, Department or Subdivision of the State that would produce, upon successful completion of such a program, placement in a position or title that is assigned within the exclusive representation unit determined by PERB for Unit 13, shall be administered in accordance with the following provisions:

1. The classification of positions and the selection process shall be governed and administered by the Department of Personnel Administration and the State Personnel Board.
2. The State retains the right to hire, evaluate and discipline any employee participating in an apprenticeship program, taking under consideration the recommendations of the Joint Apprenticeship Committee.
3. The Apprenticeship program shall operate under the Joint Committee concept. This means that the Committee shall contain an equal number of representatives selected by IUOE, and an equal number selected by the State employer.
4. The Joint Apprenticeship Committee shall oversee all training programs for the classes included in the Committee's program.
5. The Joint Apprenticeship Committee shall meet no less than once every three months.
6. IUOE representatives who have been selected as Joint Apprenticeship Committee members on the Statewide committee or on any subcommittee established by the Statewide committee shall serve with no loss of compensation when officially participating in committee meetings, other committee assigned activities, and travel to and from such meetings and activities.
7. The State or IUOE reserves the right to cancel an apprenticeship program when such action is deemed to be in the best interest of the State or the Union. However, subject to the need to layoff or discipline, any apprentice currently in the program shall be allowed to complete a program. The State employer agrees to give IUOE thirty (30) days notice before cancelling an apprenticeship program.
8. A current State employee presently enrolled in a State sponsored Stationary Engineer Apprenticeship Program who successfully completes that program will be certified by IUOE.

23. Training

19995.2 Provides for counseling and training programs for employees whose positions are to be eliminated by automation, technological or management-initiated changes.

19995.3 Provides for Department of Rehabilitation to retrain and refer disabled State employees to positions in State service

13.2 Apprenticeship Training Fund

Each appointing power, upon approval of sufficient funds by the Legislature, shall contribute to the IUOE Apprenticeship Training Fund to provide a training program for

both journey level employees who wish to improve their skills and apprentices entering the industry.

14.3 Apprentices

Both parties recognize that it is mutually beneficial to place graduating apprentices in the plant where they completed their training. Consequently, apprentices shall be placed in accordance with section 14.1 of this Agreement.

Upon completion of the apprenticeship program, the employee's seniority dates back to his/her date of indenture.

16.9 Water/Wastewater Treatment Plant Operator (Chief Plant Operator) Differential

D. The employer will reimburse the employee for training, filing, examination, and renewal fees associated with obtaining the appropriate Water and/or Wastewater Treatment Plant Operator certificate provided:

1. The employee is in a position designated Chief Plant Operator and is required to possess a Water and/or Wastewater Treatment Plant Operator certificate.

BARGAINING UNIT 14 PRINTING AND ALLIED TRADES

Effective

July 1, 2010 through July 1, 2013

10.9 Safety Equipment

The State shall provide training in the use of safety equipment required in the performance of the job.

10.11 Hazardous Materials

In accordance with departmental policies, an employee will receive training in the use of hazardous substances where the following conditions exist:

1. The manufacturer is required under Labor Code section 6390 to provide a MSDS;
2. The employee is required to use/handle the substance; or
3. It is necessary to update or otherwise train an employee in its use

10.19 Assaultive Behavior

The State will endeavor to provide training to all employees at risk of assault on how to defuse potentially violent situations and verbal confrontations.

10.22 Computer Work Stations

B. The State shall provide instruction in the proper operation and adjustment of computers and workstation equipment. Both parties will encourage employees to properly use computer equipment. The State shall maintain the Computer User's Handbook which will be available to all departments for training purposes.

13.5 Apprenticeship Program – Bargaining Unit 14 Printing and Allied Trades/Joint Apprenticeship Committee

A. The State and the Union support the establishment and operation of apprenticeship programs, administered and formed pursuant to the Shelley Maloney Apprentice Labor Standards Act of 1939, where deemed appropriate within Bargaining Unit 14.

B. The Union shall be responsible for identifying schools(s) certified in training printing trades that will agree to be utilized for the apprenticeship program. The school shall have expertise in the common printing processes and equipment used in the prepress, press and bindery operations. Once the Union has found school(s) willing to participate, the Joint Apprenticeship Committee (JAC) shall meet to explore the feasibility of using the school and the State's interest in creating an apprenticeship program for the printing trades.

C. The JAC shall contain an equal number of representatives. The size of the JAC shall be ten (10) members, five (5) selected by the Union and five (5) State representatives in addition to an Apprenticeship Consultant representing the Division of Apprenticeship Standards, State Department of Industrial Relations.

D. The JAC may develop an apprenticeship program for any printing classifications. The classification of positions and the selection process shall be governed and administered in accordance with State Personnel Board (SPB) and Department of Personnel Administration (DPA) rules and regulations and the Shelley Maloney Apprentice Labor Standards Act of 1939.

E. Union representatives who have been selected as JAC members shall serve with no loss of compensation when officially participating in JAC meetings or other assigned JAC activities.

F. The JAC shall evaluate and discipline any employee participating in an apprenticeship program under the scope of the civil service rules and regulations.

- G. The JAC shall determine the training program for the classes used in the program.
- H. The State reserves all rights to have the final decision on the use of Apprenticeships in the State programs where Unit 14 employees are utilized.
- I. The first JAC meeting shall be held within thirty (30) calendar days after the Union locates a school that will agree to be utilized for the apprenticeship program.

13.11 Upward Mobility and Training

A. The State agrees to reimburse Unit 14 employees for expenses incurred as a result of satisfactorily completing training or education courses required by the department to assure adequate performance or increase job proficiency. Such reimbursement shall be limited to:

- Tuition and/or registration fees;
- 2. Cost of course-required books;
- 3. Transportation or mileage expenses;
- 4. Toll and parking fees;
- 5. Lodging and subsistence expenses.

B. Reimbursement for the above expenses shall be in accordance with the Business and Travel Expense provision of this Contract. When training occurs during normal working hours, the employee shall receive his/her regular salary. When required training occurs outside of normal working hours, Unit 14 employees shall be reimbursed in cash or CTO, in accordance with their workweek group, or their work hours shall be adjusted on an hour-by-hour basis for the hours of classroom instruction.

C. If the State agrees with a Unit 14 employee's participation in non-required career-related training, the State may reimburse the employee for up to fifty percent (50%) of tuition, fees, and course-required books, not to exceed department limits after the employee has satisfactorily completed the course. Travel, per diem, and miscellaneous expenses are not reimbursable. Normally, attendance will be on the employee's own time.

D. An employee may receive reimbursement only if application is made prior to enrollment in non-required career-related training.

E. With prior authorization by a department head or designee, the State may reimburse Unit 14 employees up to one hundred percent (100%) of the cost for course-required books, tuition, and/or provide an amount of time off without loss of compensation for attendance at upward mobility and career-related training. Release time without loss of compensation may be for up to one hundred percent (100%) of the time required for course attendance. Both parties agree and understand that a different amount of reimbursement and release time may be provided to employees with the same or similar situations.

F. An employee who does not satisfactorily complete a non-required career-related training course shall not be eligible for reimbursement of expenses and shall agree to return any advance payment received. The employee or his/her estate shall receive reimbursement for authorized expenses if the training is terminated prior to completion either:

- 1. At the convenience of the State, provided that the training facility reports satisfactory performance by the employee during the training; or
- 2. Because of death, prolonged illness, disability, or other eventuality beyond the control of the employee.

G. To ensure equitable treatment among employees, each department shall make available to interested employees its training policy. Unit 14 employees may make application for scheduled training courses. Each department shall give consideration to all requests for training.

H. To the extent practicable and within available training resources, the department shall arrange for such counseling, education, and training of employees as may be reasonably needed to prepare them for placement in other State civil service positions when their positions have been and are about to be changed substantially or eliminated

by automation, technological changes, or other management initiated changes.

The parties agree that training on rape prevention, sexual harassment awareness, managing assaultive behavior, and stress management are appropriate subjects for high priority consideration by Joint Union/Management Health and Safety Committees.

J. Each department shall develop and maintain a written upward mobility plan as specified in the State Personnel Board's guidelines for Administering Departmental Upward Mobility Employment Programs (Guidelines) revised March 2000. Government Code section 19401 requires each State department to have an effective upward mobility program. As used in this section, upward mobility is the planned development and advancement of employees in low-paying occupations to entry level technical, professional, and administrative positions in State departments. Upon Union request, each department shall provide the Union with a copy of its upward mobility plan. If the department makes revisions to the plan, the State shall provide the Union with a copy. Upon employee request, each department agrees to make available its plan and/or information regarding Upward Mobility Training for its Unit 14 employees. Each department shall appoint an upward mobility program coordinator to coordinate, monitor and report the department's upward mobility program efforts.

K. Requests for training will not be unreasonably denied.

L. Travel advances, if requested, shall be provided in accordance with the Allowances and Reimbursement Article of this Contract.

M. The State Shall provide to all employees, two days per fiscal year (without loss of compensation) for activities such as, professional association activities, professional and/or personal development seminars etc., to promote professional and/or personal growth and to enhance professional and/or personal goals. These activities are at the employees' expense and therefore the choice of activity is at the employee's discretion. This time shall be requested and approved in the same manner as vacation/annual leave. Such time shall not be accumulated.

21.3 Class A and Class B Commercial Driver's License

A. Training

Each department, at the request of an employee required to upgrade his/her current driver's license to a Class A or Class B commercial driver's license and appropriate endorsements will make available to the employee any information prepared by the Department of Motor Vehicles (DMV) covering the commercial driver's license examination and any video training programs, relating to the obtaining of a commercial driver's license, which become available to the State.

BARGAINING UNIT 15 ALLIED SERVICES

Effective

July 1, 2010 through July 1, 2013

10.9 Safety Equipment and Safety Goggles/Glasses (Unit 15)

B. The State shall provide training in the use of safety equipment required in the performance of the job.

10.11 Hazardous Materials

B. An employee will receive training in the use of hazardous substances where the following conditions exists:

1. The manufacturer is required under Labor Code section 6390 to provide a MSDS;
2. The employee is required to use/handle the substance; or
3. It is necessary to update or otherwise train an employee in its use.

10.19 Assaultive Behavior

The State will endeavor to provide training to all employees at risk of assault on how to defuse potentially violent situations and verbal confrontations.

10.22 Computer Work Stations

B. The State shall provide instruction in the proper operation and adjustment of computers and workstation equipment. Both parties will encourage employees to properly use computer equipment. The State shall maintain the Computer User's Handbook which will be available to all departments for training purposes.

13.3 Joint Apprenticeship Committee

A. It is the policy of the State employer and Union to support the establishment of apprenticeship programs in Unit 15 where such programs are deemed appropriate. The Union and the State agree that such apprenticeship programs shall be administered in accordance with the Shelley - Maloney Apprentice Labor Standards Act of 1939 (Labor Code section 3070, et seq.) and pursuant to the following provisions:

1. The classification of positions and the selection process shall be governed by the SPB. The State retains the right to hire.
2. A Joint Apprenticeship Committee shall evaluate and discipline any employee participating in an apprenticeship program under the scope of civil service rules and regulations.
3. Apprenticeship programs shall operate under the Joint Apprenticeship Committee concept, i.e., each committee shall contain an equal number of representatives selected by the Union and by the State in addition to an Apprenticeship Consultant of the Department of Industrial Relations, Division of Apprenticeship Standards.
4. Each Joint Apprenticeship Committee shall determine the training program for the classes included for their program.
5. Union representatives who have been selected as Joint Apprenticeship Committee members shall serve with no loss of compensation during Committee meetings.

B. The State agrees to continue existing apprenticeship programs.

C. The Union and the State agree to jointly explore areas of possible expansion of the existing and the creation of additional apprenticeship programs for Unit 15

occupations. The Union and the State agree to meet and confer on this matter at the request of either party. Any new Joint Apprenticeship Committees shall function in accordance with this section.

D. To enhance the understanding of formal, on-the-job apprenticeship training the State and Union shall request an Apprenticeship Standards Consultant from the Department of Industrial Relations, Division of Apprenticeship Standards, to attend any exploratory meeting.

13.19 State-Required Training

A. The State agrees to reimburse Unit 15 employees one hundred percent (100%) for expenses incurred as a result of completing training or education courses required by a department. Reimbursement shall be limited to tuition and/or registration fees; cost of course required books; transportation or mileage expenses from the employee's headquarters; toll and parking fees; lodging and subsistence expenses. Reimbursement for the above expenses shall be in accordance with section 12.1 of this Contract.

B. Unit 15 employees who are directed to attend a training course required by a department shall be granted reasonable time off without the loss of compensation for courses that are scheduled during their normal working hours.

C. Unit 15 employees who are directed to attend a training course required by a department during other than their normal working hours shall have their work schedule adjusted within their regularly scheduled workweek or be credited with time worked.

D. An employee shall receive reimbursement for tuition and other necessary expenses if the training assignment is terminated prior to completion either (1) at the convenience of the State, or (2) because of death, prolonged illness, disability or other similar event.

13.20 Career-Related Training (Unit 15)

A. Upon completion of an authorized career-related training or education course, a department shall reimburse a Unit 15 employee for up to fifty percent (50%) of course required books and tuition. Unit 15 employees shall attend these courses on their own time. However, departments may adjust the employee's work schedule for courses which occur during the employee's normal work hours.

B. The employee shall receive reimbursement for tuition and books if the training assignment is terminated prior to completion either (1) at the convenience of the State, or (2) because of death, prolonged illness, disability or other similar event.

C. To ensure equitable treatment among employees, each department shall make available to interested employees its training policy. Unit 15 employees may make application for scheduled training courses. Each department shall give consideration to all requests for training.

D. To the extent practicable and within available training resources, the department shall arrange for such counseling, education, and training of employees as may be reasonably needed to prepare them for placement in other State civil service positions when their positions have been or are about to be changed substantially or eliminated by automation, technological changes or other management-initiated changes.

E. The State shall provide to all employees, two days per fiscal year (without loss of compensation) for activities such as, professional association activities, professional and/or personal development seminars, etc., to promote professional and/or personal growth and to enhance professional and/or personal goals. These activities are at the employees' expense and therefore the choice of activity is at the employee's discretion. This time shall be requested and approved in the same manner as vacation/annual leave. Such time shall not be accumulated.

F. By September 1 of each year each department shall provide the Union with a copy of

its upward mobility policy. Thereafter, each department shall provide the Union with a copy when its upward mobility policy is changed.

G. With prior authorization by a department head or designee, the State may reimburse and/or provide an amount of time off without loss of compensation for attendance at upward mobility career related training. Release time without loss of compensation may be for up to 100% of the time required for course attendance. Both parties agree and understand that a different amount of reimbursement and release time may be provided to employees with the same or similar situations.

13.21 Orientation and Safety Training excluding CDCR (Unit 15)

A. Departments shall provide on-the-job orientation for all Unit 15 employees on his/her first day of physical employment.

B. Safety training shall be provided within the first month of employment. The intent is to provide sufficient training to ensure that the employee will have the opportunity to perform his/her duties at a satisfactory level and in a safe and efficient manner.

21.3 Class A and Class B Commercial Driver's License

A. Training

Each department, at the request of an employee required to upgrade his/her current driver's license to a Class A or Class B commercial driver's license and appropriate endorsements will make available to the employee any information prepared by the Department of Motor Vehicles (DMV) covering the commercial driver's license examination and any video training programs, relating to the obtaining of a commercial driver's license, which become available to the State.

BARGAINING UNIT 17 REGISTERED NURSE

Effective

July 1, 2010 through July 1, 2013

8.29 Non-Paid Education or Research Leave

A. Upon written request, the State may grant up to a one year non-paid educational leave to a permanent full-time Unit 17 employee. Educational or research leave shall be for the purpose of attending school or college or to enter training to meet continuing education requirements for meeting licensure, obtain a certificate in a specialized area of nursing, improve the quality of the employee's nursing skills, or to conduct or participate in a research project.

10.5 Safety Orientation

A. Unit 17 employees in twenty-four (24) hour facilities shall be provided orientation which includes safety policies, procedures, CPR, and the use of safety devices, within forty-five (45) days of hire.

B. Safety orientation in other facilities shall be provided within forty-five (45) days; however, CPR training will be made available within twelve (12) months of hire.

10.11 Hazardous Materials

C. An employee will receive training from his/her supervisor or from other departmental resources in the use of a hazardous substance where: (1) the manufacturer is required under Labor Code section 6390 to provide a MSDS; (2) the employee is required to use the substance; and (3) the employee has not previously been trained in its use. This provision shall be grievable only through the Director's level in the grievance procedure contained in article 6 (Grievance and Arbitration Procedure) of this Contract.

10.19 Prevention and Management of Assaultive Behavior Training

C. PMAB training for Unit 17 employees in departments or facilities other than those listed in paragraphs A and B above (*CDCR, DMH, DDS*), may be offered on a space available basis and subject to arrangements being made to relieve the employees of their regular duties.

10.22 Computer Work Stations

B. The State shall provide instruction in the proper operation and adjustment of computers and workstation equipment. Both parties will encourage employees to properly use computer equipment. The State shall maintain the Computer User's Handbook which will be available to all departments for training purposes.

10.25 Infectious Disease Control

A. The State shall provide in-service training in infectious disease control and isolation procedures on an annual basis utilizing the best guidelines available. Examples of guidelines the State may use are the Joint Advisory Notice issued by the Center for Disease Control. For licensed hospitals, such training shall be consistent with California Administrative Code Title 22. For other clinical settings, such training shall reflect the needs of the work environment.

13.3 Joint Apprenticeship Committee

It is the policy of the State employer and Union to support the establishment of apprenticeship programs in bargaining units where such programs are deemed appropriate.

13.24 Orientation

A. Departments will provide an on-the-job orientation for all Unit 17 employees hired after the effective date of this Contract. The orientation will take place within thirty (30) days of employment.

B. Through the PPG's, Unit 17 employees may provide recommendations for content of the orientation program provided to nursing staff.

13.25 Mandatory Training

A. Unit 17 employees who are approved by the State to attend training courses required by the department shall be granted time off without loss of compensation when the course is attended during the affected employee's scheduled work hours. If attendance at such courses is required by the department during an employee's off-duty hours, such attendance shall be considered time worked.

B. Continuing education necessary for professional licensing shall not be considered mandatory training for purposes of this section unless a specified course required by the department incidentally meets the continuing education requirements. Nothing in this section shall relieve employees of any requirement to maintain professional licenses, certificates, registrations, etc.

C. Upon satisfactory completion of mandatory training, the State agrees to reimburse Unit 17 employees for the expenses incurred. Reimbursement shall be limited to:

1. Tuition and/or registration fees;
2. Cost of course-required books;
3. Toll and parking fees in accordance with article 12 (Allowances and Reimbursements), section 12.1 (Business and Travel Expense);
4. Transportation or mileage expenses from the employee's headquarters in accordance with article 12, section 12.1;
5. Lodging and subsistence expenses in accordance with article 12, section 12.1.

D. The departments shall establish reasonable policies and procedures with regard to the method by which an employee obtains the necessary advance authorization for monetary reimbursement and/or release time approval.

13.26 Non-Mandatory Training

A. For purposes of this section, "non-mandatory" training is training or education where attendance is generally requested/initiated by an employee and is not required by the department. With prior and express authorization by the department head or designee, the State may reimburse Unit 17 employees for up to one hundred percent (100%) of the cost for course-required books or tuition and/or provide an amount of time off without loss of compensation for attendance at non-mandatory training. Release time without loss of compensation may be for up to one hundred percent (100%) of the time required for course attendance. Both parties agree and understand that different amounts of reimbursement and release time may be provided to employees in the same or similar situations.

B. The departments shall establish policies and procedures with regard to the method by which an employee obtains the necessary advance authorization for monetary reimbursement and/or release time approval

13.27 In-Service Training

B. Departments other than those noted in section A (*CDCR*), shall develop and offer job-related in-service training on an annual basis. Each department shall develop its training plan and, upon request, shall seriously consider input from the Union. The training plans shall be published annually and distributed to all employees and the Union.

C. All departments employing Registered Nurses with professional practice groups shall reaffirm, in writing, to each Hospital or Developmental Center Executive Director, Warden or Superintendent or appropriate administrator the importance of the Professional Practice Groups particularly as it relates to in-service training.

13.28 Education and Training Opportunities and Resources

A. Departments shall provide information on education opportunities, training, and training resources. This shall include the sharing of in-service continuing education course information on a regional basis between departments. Such information shall also be available to the Union upon request.