

# ARTICLE 41

## TRAINING

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### SECTION 1

- A. The parties agree that the training and development of employees is a matter of significant importance to fulfilling the mission of the Employer. Training and career development are, however, a shared responsibility between the Employer and each employee. The Employer and the Union recognize that each employee is responsible for applying reasonable effort, time and initiative to increasing her/his potential through self-development and training.
- B. The Employer agrees to provide employees with training it deems necessary to assist them in the performance of official duties, subject to budgetary and workload considerations. Opportunities for such training will be provided in a fair and equitable manner, and in accordance with applicable laws and regulations in force at the time it is requested or given, keeping in mind the principles of equal employment opportunity. Employees may raise as a defense in a performance related action, when relevant, the failure by the Employer to make available training which the Employer deemed necessary for the performance of the employee's presently assigned duties.
- C. Employees are encouraged to participate in professional activities of their occupation. The Employer will give consideration to requests to use annual leave, leave without pay, accrued compensatory time or credit hours, and/or duty time, as appropriate, to participate in professional meetings, conferences, or continuing education courses. The Employer will make a special effort to grant employee requests, absent workload exigencies, for time to take examinations, training, or continuing education courses directly related to conditions of continued employment.
- D. As training opportunities become available, the Employer will provide training announcement information to bargaining unit employees about current training or educational programs provided by the Employer and, to the extent practicable, training available from other sources. This will normally be done via e-mail.
- E. The Employer will select employees for training based on such factors as the organization's need for the new skills to meet organizational objectives, the employee's need for the training to acquire new skills to perform the duties associated with meeting the organizational objectives, and the employee's potential for successfully completing the training and applying the new learning to the job.
- F. For training courses or conferences that are not specifically related to immediate organizational or employee needs, and when one (1), or some, bargaining unit employees may be allowed to attend, the Employer will solicit volunteers via email and select the most senior qualified volunteer (e.g., longest Federal Service Computation date). The Employer will take into consideration past attendance at similar training and/or

conferences, subject to 1G and 1H below.

- G. Where they have been permitted to do so in the past, employees will be permitted to hold their seniority entitlement for a period of two years or until each member of the workgroup has had an opportunity to exercise his/her seniority, after which time s/he reverts into the overall workgroup seniority roster.
- H. Further, employees who were able to use their seniority to claim a training assignment in the past will continue to be permitted to do so. Once an employee uses his or her seniority to claim a training assignment, s/he will drop to the bottom of the list for a period of two (2) years or until all volunteers in the workgroup have had a training opportunity.

## **SECTION 2**

The Employer agrees that where an employee is placed in a new job, the Employer will provide training that it deems necessary for the employee to perform the duties of the new position. When new technology or equipment is introduced in a unit and creates the need for different knowledge, skills, or abilities in that work unit, the Employer agrees, if practicable, to provide training to those employees directly affected.

## **SECTION 3**

Nomination and/or selection of employees to participate in training and career development programs and courses will be in accordance with EEO guidelines, other applicable laws and regulations, and this Agreement.

## **SECTION 4**

- A. All training and related expenses must be approved and authorized in advance of the starting date of the training. Additional unanticipated appropriate and necessary costs related to training expenses may be submitted to the Employer for approval (e.g. tuition, books, appropriate fees, etc.).
- B. In addition to the criteria utilized elsewhere in this Article, the following criteria shall apply:
  - 1. The training will contribute to an increased ability to perform his or her current job or a job he or she has been assigned to fill, consistent with the mission of the Employer;
  - 2. Comparable training is not available through HHS developed courses, and it would be too costly for HHS to develop a suitable program;

3. Reasonable inquiry has failed to disclose suitable, adequate, and timely programs being offered without cost by DHHS or other government agencies within the local area;
  4. The course meets the needs of the employee and the Employer as well as or better than other courses of its nature which may also be available at that time;
  5. The course is not being taken primarily for the purpose of obtaining a degree; and
  6. Budgetary considerations permit.
- C. Duty time will be granted to take authorized training provided that the employees absence would not create a workload problem and the employee is unable to go to the training during non-duty hours.
- D. Employees may earn credit hours for non-mandatory training with advance supervisory approval.
- E. Employees who are approved and authorized to attend other types of training are expected to maintain satisfactory attendance records and complete the course requirements.
- F. Employees who fail to attend and/or complete training satisfactorily for which the cost has already been approved and authorized by the Employer shall reimburse the Employer for all tuition and related expenses that it incurred for such training. If the reason for non-completion of the training is compelling and/or beyond the employee's control, the Employer may waive this requirement.
- G. An employee who is unable to attend training for which he/she has been authorized will inform his/her supervisor or applicable training coordinator as soon as possible after becoming aware of the impediment to attendance. The Employer will act on this information in a timely manner to maximize opportunity for the Employer to make other arrangements (e.g., obtain a refund of fees paid, reschedule the training for another date the course is offered, substitute another employee into the course, etc.).

## **SECTION 5**

- A. If requested by the employee, the Employer will arrange for discussion of personal career development opportunities and goals. This may be accomplished not only through meeting(s) with the supervisor, but also, or in lieu thereof, using human resources personnel, contractors, etc., who have particular expertise on career development, assessment of skills and abilities, and matching of employees' interests with potential positions and careers.
- B. Employees are encouraged to take initiative in their own career development, including the development of individual development plans (IDPs), as desired. Where IDPs are

utilized, they should be established jointly between the Employer and the employee. The objectives of such a plan should be to address skills needed by employees in their current positions, to identify skills needed for advancement beyond the current grade level, and to prepare them for new career opportunities (e.g., new positions, re-engineered or reorganized positions, etc.). An IDP should establish a series of milestones and state the responsibilities of each party for their realization.

## **SECTION 6**

When training being offered will lead to the promotion of a bargaining unit employee, selection for the training must be made in accordance with merit promotion procedures outlined in the Article 36, Merit Promotion, in accordance with applicable law and regulations.

## **SECTION 7**

The Employer has determined to provide appropriate training to all employees whose positions are abolished or significantly reengineered as a direct result of organizational restructuring, work elimination, introduction of new duties, transfer of work, or implementation of new technology before expecting employees to perform new or greatly altered duties. Whenever possible, such training will occur or be identified and scheduled as soon as practicable. The need for additional assistance will be determined on a case-by-case basis.

## **SECTION 8**

Upon specific request to the Employer and consistent with law, rule, and regulation, the Union will be provided with Employer-prepared periodic reports on training provided to employees.