

TRAININGS AND CONFERENCES

The Employer will allow and authorize payment of up to one thousand dollars (\$1,000.00), inclusive of expenses, for each eligible employee for each calendar year (1/1 – 12/31) for the cost of training, seminars, conferences, and/or tuition reimbursement to eligible employees.

An "eligible employee" is an employee who has:

1. received at least a "satisfactory" employment evaluation; and,
2. not received any disciplinary action in the six (6) months preceding the request.

No unused allowance shall be carried forward to the next fiscal year.

Any training for which payment is authorized, but which is not related to the Employee's job duties, must be scheduled during non-regular work hours.

Additional Reference: Article 38 of the Labor Agreement

MEMORANDUM OF UNDERSTANDING ARTICLE 38

This Memorandum of Understanding is between the Alcohol, Drug Addiction and Mental Health Services Board of Cuyahoga County ("Employer") and the Ohio Association of Public School Employees and its Affiliate Local #328 AFSCME, AFL-CIO ("Union").

The parties agree that Article 38, Trainings and Conferences, of the current collective bargaining agreement (January 1, 2020-December 31, 2022), authorizes the Employer to reimburse eligible employees for expenses for training, seminars, conferences, books, materials and/or tuition directly related to the employee's job duties or the Agency's mission and purpose. Additionally, the Employer will reimburse employees for fees charged by third party licensing or certification authorities for renewal of professional licenses or certificates required for the employee's job, as well as membership in professional associations related to the employee's job duties. The parties agree that, to be eligible for reimbursement, the activity or expense must be appropriate and directly related to the employee's job duties or advancement within the Employer or which otherwise furthers the Agency's mission and statutory purpose as reasonably determined by the Employer.

The above-stated requirement that the expense be appropriate and directly related to the employee's job duties or advancement within the Employer is not expressly stated in Article 38. The parties do not agree they intended to include such a limitation when the language of Article 38 was originally bargained. The purpose of this MOU is to clarify the application of Article 38 prospectively. This interpretation of Article 38 shall apply to any future or pending requests for reimbursement not already paid to the eligible employee as of December 31, 2021, whether singular or recurring, regardless of when the employee requested reimbursement. These clarifications are binding upon the parties through the expiration of the current collective bargaining agreement. It is the intent of the parties to address Article 38 in negotiations for a successor agreement, which may result in the foregoing clarifications being adopted into the CBA, or may result in different terms and conditions being adopted.

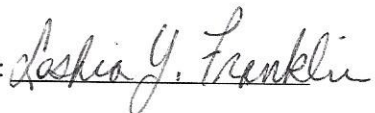
For the Employer:



Scott Osiecki, ~~Executive Director~~
Chief Executive Officer

Date: _____

For the Union:

By: 

Its President Local 328

Date: 2/3/22