

# EMPLOYEES ASSISTANCE PROGRAM

## 1. **Purpose**

The Cleveland Heights–University Heights Board of Education and the Cleveland Heights Teachers Union bargaining unit have established an Employees Assistance Program to provide constructive ways to help bargaining unit members when chemical use problems or personal/life problems interfere with job performance.

The Employees Assistance Program is designed to identify the bargaining unit member's problems as early as possible, to motivate the member to seek help and to refer the member to the most appropriate community resource available.

## 2. **Job Jeopardy**

The Employees Assistance Program is a means to provide confidential assistance to members of the bargaining unit who are experiencing problems with alcohol, drugs or other personal/life problems. The program also provides supervisors and union representatives with a constructive way to help when these problems interfere with job performance.

The objective of the program is to retain and help valued members who are alcoholic or drug dependent, restoring them to better health and improved work performance. No member of the bargaining unit with an alcohol or drug problem will have either job security or promotional opportunities jeopardized because of a request for diagnosis, counseling or treatment through this program. However, the parties understand that participation in this program will not insulate bargaining unit members from appropriate disciplinary action or evaluation.

Neither shall participation remove from members their right to union representation in all instances including grievances, hearings and litigation.

## 3. **Privacy and Confidentiality**

When the bargaining members use the Employees Assistance Program for an alcohol or drug related problem, only the member, the Union and/or Management contact (if the member is referred by them) and the service provider's employee assistance coordinator should know that the member has sought help or has been referred for assistance.

The service provider's employees assistance program coordinator will maintain a record of the member's progress on a strictly confidential basis. Nothing pertaining to the Employees Assistance Program will be placed into a member's personnel file before, during, or after the member seeks assistance. The confidential nature of records of individuals who utilize the service will be strictly preserved.

## 4. **Contract Service**

The specified services will be supplied by a provider agreed upon by the Board and the Union. The provision of service by a non-aligned third party will help insure confidentiality and privacy while maintaining expert diagnostic assistance. The primary focus of the program is to provide diagnostic and referral services to members of the Cleveland Heights Teachers Union in need. The contracted agency or individual may provide direct service or will refer to appropriate community agencies.

The following list describes the kind of personal and life problems identified as appropriate for assistance from the program:

1. Chemical Dependency
  - a. Alcoholism
  - b. Other drug dependencies
2. Emotional Problems
3. Family Problems

4. Marital Problems
5. Financial Problems
6. Legal Problems

5. **Referral**

The provision of service can be activated by any one of three ways:

1. Self Referral - The member may recognize the need for assistance and seek assistance through the program.
2. Family Referral - The spouse or immediate dependents may initiate service for the member by contacting the agency and encouraging participation.
3. Supervisory and/or Union Referral – Cleveland Heights Teachers Union or supervisors may refer members to the Employees Assistance Program.

6. **Literature**

Initial literature announcing and describing the Employees Assistance Program shall be published and distributed by the Union on Cleveland Heights Teachers Union letterhead. This initial literature shall be approved by both the Superintendent of Schools and the President of the Union and shall be signed by both.

## CRIMINAL HISTORIES POLICY

### POLICY

The Board of Education is committed to selecting and hiring the highest quality candidates for certificated/licensed and classified positions and complying with Ohio Revised Code Sections 3301.541, 3319.39 the implementing regulations contained in the Ohio Administrative Code, Rule 3301-20-01, and any other pertinent regulations. It is the policy of the Board to require criminal history checks of all employees who come under final consideration for employment. Because this policy speaks to the dismissal and/or termination of employees, it may involve the rights of employees to fair representation and all other rights afforded by labor law. Accordingly, this policy and its procedure have been negotiated with the Cleveland Heights Teachers Union, OAPSE Locals 102 and 617, SAEU District 1199, and EAC, and may not be amended without further negotiation.

### PROCEDURE

1. All candidates for employment will be requested to sign the following statement on the application form:  
*I also agree to participate in an Ohio Bureau of Criminal Identification and Investigation (BCI) fingerprint criminal history check and in a Federal Bureau of Investigation (FBI) fingerprint criminal history check and understand that my employment may be terminated based on revealed criminal history.*
2. Candidates for all positions will be fingerprinted for an Ohio Bureau of Criminal Identification and Investigation (BCI) Criminal History Check and a Federal Bureau of Investigation (FBI) Criminal History Check. The cost of the BCI Criminal History Check will be borne by the School District. The cost of the FBI Criminal History Check will be borne by the candidate and will be automatically deducted from the first paycheck(s). If the candidate is unable to bear this cost, other arrangements may be made.
3. The conviction of a crime is not always an automatic bar to employment. Convictions revealed by the Criminal History Check, however, may result in the School District immediately releasing the employee from employment and the School District rescinding the conditional offer of employment. The School District complies fully with guidelines set forth in Ohio Revised Code, Sections 3301.541, 3319.39 the implementing regulations contained in the Ohio Administrative Code 3301-20-01, and any other pertinent regulations as defining those crimes that bar employment. If a Criminal History Check reveals a record of a conviction which is not listed in the Ohio Revised Code, Section 3319.39 as barring employment the district will consider the nature of the offense, the date of the offense, and the relationship between the offense and the position for which the applicant is applying and may, in its discretion rescind a conditional offer of employment or, if employment has begun, may require that it cease. Arrest records will not be considered a bar to employment, a cause of termination, or used in any other way.
4. The initiation of proceedings to terminate, based on criminal convictions disclosed by the BCI or FBI check, will be made within twenty-one working days after receiving the BCI or FBI report. Except to prove that this investigation has been completed, the BCI and FBI reports will never again be used in any circumstance, for any purpose, after the twenty-one working day period that follows receipt of the reports.
5. BCI and FBI reports will not be included in employee personnel folders, but will instead be stored under lock and key, in the status of "for the Director of Human Resources' eyes only."