

May2013

Employee Assistance European Forum (EAEF)

Code of Ethics

This Code of Ethics is supplemental to the European Employee Assistance (EA) Guidelines adopted by the EAEF.

1. Definitions

In this Code of Ethics, the following terms have the meanings given to them below:

- **"Member"** means any Member of EAEF including all employees of Organisational Members and subcontractors of Organisational Members providing support services to Client Organisations or Individual Clients on behalf of Organisational Members
- **"Client"** means any client of a Member being either an Organisational Client or an Individual Client
- **"Client Organisation"** means the employer of any actual or prospective Individual Client
- **"Individual Client"** means any individual to whom Employee Assistance services are being or have been provided by any Member
- **"Client Record"** means all information recorded in whatever medium by any Member relating to Employee Assistance services provided by that Member to any Individual Client
- **"Confidential Information"** means any information relating to any Client disclosed to or obtained by any Member in connection with the provision by that Member of Employee Assistance Services to that Client
- **"Confidential Employee Information"** means any Confidential Information relating to an Employer Client
- **"Confidential Individual Client Information"** means any Confidential Information relating to any Individual Client.

2. **Public Responsibility**

Members shall co-operate with EAEF for the purpose of fostering professional development and education of EA professionals. They are encouraged to maintain and promote the highest standards in their profession and promote Employee Assistance work to the public.

Members shall conduct themselves in their professional activities in a manner which does not denigrate other professionals for the sake of promoting their own interests. They shall also conduct themselves in a manner that does not undermine public confidence in their ability or that of other EA professionals to carry out their professional duties.

No Member shall engage in any fraudulent or misleading advertising practice and shall present professional qualifications to the public in an accurate and truthful manner. They shall promptly correct any misrepresentation thereof by any third party.

No Member shall allow any personal obligation or prospect of gain or loss or any other circumstance which might present a conflict of interest to affect that Member's professional conduct.

Every Member shall notify the EAEF Board of any significant breach of this Code of Ethics coming to his or her attention and committed by any other Member.

3. **Confidentiality**

No Member shall disclose to any third party any Confidential Information except:

- 3.1 with the prior written consent of the Client to whom such information relates
- 3.2 in pursuance of any legal obligation
- 3.3 to any professional colleague with whom the Member is lawfully co-operating in the provision of Employee Assistance services to the Client to whom the Confidential Information relates provided that such member has either
 - 3.3.1 prior to receipt of such Confidential Information, informed the Client to whom it relates that it will or may be so disclosed or
 - 3.3.2 subsequent to receipt of such Confidential Information (but prior to any disclosure thereof) obtained the written consent to such disclosure of the Client to whom it relates
- 3.4 to any relevant party where (in the case of Confidential Individual Client Information) the Member has reasonable grounds to believe that the physical safety of the Individual Client to whom it relates (or of any person who may be threatened by such Individual Client) would be prejudiced by failure to report such circumstances to that party. This is provided however that the Member, having such reasonable grounds, shall (where reasonably practicable) prior to such disclosure consult with a senior colleague as to the legitimacy of such prospective disclosure.

4. **Professional Competence**

No Member shall attempt to provide EA services for which that Member does not have appropriate preparation or specialist qualification.

No Member shall engage in the provision of any EA services at any time when that Member's physical or psychological condition is as a result of any such influence as alcohol, drugs, illness or personal stress such that he or she ought reasonably to apprehend that his or her ability or professional judgement may be seriously impaired.

A Member shall be in breach of this Code of Ethics and subject to termination of membership of the EAEF or other disciplinary action hereunder if such Member shall:

- 4.1 be expelled from or disciplined by any similar professional body
- 4.2 unreasonably fail to co-operate with the EAEF in connection with any investigation by it pursuant to Paragraph 10 below
- 4.3 be convicted of any criminal offence committed in the course of and directly related to the provision of EA services or engage in conduct which could lead to such conviction.

5. Record Keeping

Every Member shall:

- 5.1 in compiling any Client Record use all reasonable endeavours to ensure that the same:
 - 5.1.1 is accurate and up to date
 - 5.1.2 contains only such information as is directly related to and necessary for the provision of Employee Assistance services to the subject Client and
 - 5.1.3 does not include speculation or value judgement about that Client or any other party
- 5.2 keep all Client Records secure against unauthorised access
- 5.3 comply with the provisions of the relevant and current EU and national data protection regulations in relation to every Client Record stored on computer
- 5.4 inform every Individual Client at the commencement of any Employee Assistance services to that Client that a Client Record will be compiled and maintained by that Member according to the law and Ethical codes of the particular country
- 5.5 not unreasonably refuse to comply with any request by any Individual Client to view or be supplied with a copy of the whole or any part of the Client Record relating to that Client

6. Client Protection

No Member shall discriminate against any Individual Client on the grounds of that Client's race, gender, colour, religion, national origin, political affiliation, union membership, disability, sexual orientation, age, marital status or education (and shall in any event comply with all relevant legislation concerning such discrimination).

No member shall solicit any order for the provision of Employee Assistance services from any Client Organisation or Prospective Client Organisation Client as agent for any other party without prior disclosure to that Client of the fact of such agency.

No Member shall give or receive financial consideration for referring any Clients to any particular therapist or treatment provider.

No Member shall engage in sexual conduct with any Individual Client within two years of termination of any clinical relationship between the Member and that Client or have any social or other contact which compromises the professional nature of the relationship between that Member and that Client.

7. Employment Policy

Every Member shall use all reasonable endeavours, in connection with the employment and prospective employment of staff by that Member, to conduct a policy of equal opportunity for all actual and prospective employees and in that connection:

- 7.1 shall not discriminate against any person on the grounds of that person's race, gender, colour, religion, national origin, political affiliation, disability, sexual orientation, age, marital status or education (and shall in any event comply with all relevant legislation concerning such discrimination) and
- 7.2 shall use all reasonable endeavours to ensure that any party to whom such Member contracts or sub-contracts the provision of Employee Assistance services operates a policy of equal opportunity corresponding to these provisions.

8. Buying in External Services

Purchaser Members shall treat their External Provider Members in a fair manner by:

- Being fair in their demands and settling accounts promptly when services have been provided
- Resolving all claims and disputes on a factual, fair and prompt basis
- Giving those suppliers chosen to compete for business identical information and an equal opportunity to quote on requirements
- In relation to any invitation to tender for the supply of Employee Assistance services issued by any Member, accepting the tender which (in the opinion of that Member) offers the best value for money
- Treating all suppliers' quoted prices and information as confidential, except to the extent that the same shall be or become (without fault on the part of the Member) within the public domain or if the supplier shall authorise disclosure of the same.

No Member shall permit any prospect of illicit gain or other corrupt motive to influence any decision by that Member in relation to the purchase or supply of any Employee Assistance services.

9. Business Practices

Every Member shall conduct his, her or its Employee Assistance business affairs in a lawful, fair, reasonable and professional manner.

10. Complaints and Disciplinary Procedures

- 10.1 Every Member shall submit to the authority of the EAEF to deal with Complaint made against any Member in respect of any breach of the provisions of this Code of Ethics ("Complaint") in accordance with the terms of this Paragraph 10.
- 10.2 No Complaint shall be considered by the EAEF unless made in writing by a person whose name and address is stated therein ("the Complainant") signed by the Complainant and addressed to the President of the EAEF ("the President").
- 10.3 Promptly following receipt of any Complaint, the President shall appoint an independent, senior and experienced individual member of the EAEF (other than the President) to conduct an initial investigation ("the Investigating Officer") of the Complaint against the Member concerned ("the Respondent"). Promptly, thereafter, the Investigating Officer shall:
 - 10.3.1 inform the Respondent of such appointment
 - 10.3.2 deliver to the Respondent a copy of the Complaint and
 - 10.3.3 invite the Respondent to deliver to the Investigating Officer a written response to the Complaint within 30 days from the date of such invitation and
 - 10.3.4 make such further enquiry into the circumstances of the Complaint as he shall deem appropriate and
 - 10.3.5 as soon as reasonably practicable and, in any event within 60 days from the date of his said appointment, inform each of the Complainant and the Respondent in writing that the Investigating Officer has decided either:
 - 10.3.5.1 that no valid case in support of the misconduct alleged in the Complaint has been established and that accordingly the Complaint is dismissed (which decision shall be final) or
 - 10.3.5.2 that a valid case has been established and that the Complaint will be referred to a Disciplinary Committee of the National Executive for further investigation ("Disciplinary Investigation").
- 10.4 If the Investigating Officer decides that such valid case has been established, he shall promptly communicate that fact to the EAEF Board which, in turn, shall promptly appoint a Sub Committee ("the Disciplinary Committee") comprising no fewer than 4 nor more than 6 Members who shall not include the Investigating Officer nor any member of the Board. The President of the EAEF shall appoint the Chair of the Disciplinary Committee.
- 10.5 As soon as reasonably practicable but, in any event, within 14 days of the establishment of the Disciplinary Committee, the Investigating Officer shall communicate to each of the Members of the Disciplinary Committee a copy of the Complaint and of any written response thereto received from the Respondent and all other relevant information arising out of the initial investigation referred to at Paragraph 10.3 above. The Disciplinary Committee shall promptly, thereafter, convene (by the giving of not less than 30 nor more than 60 days' notice) a meeting

of its members for the purpose of adjudicating on the Complaint, such meeting to constitute and be known as a "Disciplinary Hearing".

10.6 A copy of the notice of such Disciplinary Hearing shall be despatched to each of the Complainant and the Respondent (no later than the date of despatch of said notice to the members of the Disciplinary Committee) together with, in each case, a written invitation:

10.6.1 to deliver to the Disciplinary Committee (not less than 7 days prior to the date of the Disciplinary Hearing) such further written submissions relative to the Complaint as either the Complainant or Respondent shall desire and

10.6.2 to attend and be heard (separately from each other) at the Disciplinary Hearing for the purpose of making such oral representations of reasonable length as either of them shall desire; such invitation to the Respondent shall state that the Respondent may choose to be accompanied by one other person at the Disciplinary Hearing who may speak on the Respondent's behalf.

10.7 The Disciplinary Committee shall, after considering any submissions made by the Complainant, the Respondent, the Investigating Officer (and any other person invited to give evidence before it), procure that a written record is made of all such submissions and evidence and shall, at an adjourned meeting thereof to be held no later than 14 days thereafter, decide by majority vote whether or not the Respondent is guilty of any breach of this Code of Ethics.

In the event of an equality of votes, the Chair of the Disciplinary Committee shall have no casting vote and the Complaint shall be dismissed.

10.8 If the Respondent is found guilty of such breach, the Disciplinary Committee shall promptly so inform the Complainant and the Respondent in writing and may

10.8.1 discipline the Respondent by any one or more of the following means:

10.8.1.1 by reprimand

10.8.1.2 by issue of requirement to the Respondent to undertake to refrain from repetition of the relevant misconduct

10.8.1.3 by suspending the Respondent from membership of the EAEF for a period not exceeding 2 years from the date of conclusion of the vote referred to at Paragraph 10.7 above or

10.8.1.4 by expelling the Respondent from the EAEF

provided however that any such discipline or expulsion shall be suspended, pending receipt of advice from the President of the EAEF, as to whether the Respondent has given notice of appeal within the 21 day period allowed pursuant to Paragraph 10.9 below and pending the determination of any such appeal.

10.9 Each of the Complainant and the Respondent shall have the right of appeal against any finding of, or discipline imposed by, the Disciplinary Committee. Any such appeal shall be to the Board and shall be conducted by way of a review by that body of all documents presented to or prepared by the Disciplinary Committee in connection with the Disciplinary Hearing. The Board shall not be obliged to consider or hear any further evidence.

Any appeal against the findings of, or discipline imposed by, the Disciplinary Committee shall be initiated by written notice of appeal to the President of the EAEF delivered within 21 days of

the date of issue of written information pursuant to Paragraph 10.8 above. Following receipt of such notice, the President shall convene a meeting of the Board to be held within 60 days of the date of such notice. The President shall procure that each member of the Board is supplied (not later than 21 days before the date fixed for such meeting) with copies of all documents considered or prepared by the Disciplinary Committee in connection with the Disciplinary Hearing.

At such meeting of the Board (at which the President shall have no casting vote), the Members thereof shall decide, by majority vote whether the appeal is allowed or dismissed (which determination shall be final). The members shall procure that notice of the result of such vote is communicated promptly to the Complainant, the Respondent and the Chair of the Disciplinary Committee.

- 10.10 If the Respondent is unsuccessful in any such appeal, the Disciplinary Committee may proceed forthwith (subject to any direction of the Board):
 - 10.10.1 to implement any discipline or expulsion imposed by it pursuant to Paragraph 10.8.1 above and
 - 10.10.2 to publicise the name of the Respondent together with the fact and the result of the Disciplinary Hearing and of any such appeal.
- 10.11 Any Disciplinary Committee established, pursuant to this Paragraph 10, shall be deemed dissolved on the 21st day after the first to occur of
 - 10.11.1 the expiry of 21 days from the adjudication by it of any Complaint pursuant to Paragraph 10.7 above without there having been given notice of appeal in respect thereof pursuant to Paragraph 10.9 above or
 - 10.11.2 the determination by the Board of any appeal from such adjudication pursuant to Paragraph 10.9 above.

For further information, please contact:

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