

## **Code of Ethics**

### **Relations between Recruiters and Candidates**

1. Candidates shall be referred to employer/clients for interviews only on job openings for which at least verbal authority has been given by the employer/client.
2. Representations made to candidates about the duties, probable length of employment, hours, benefits and salary of prospective positions shall be in conformance with the best knowledge of the recruiter.
3. Precaution shall be taken against referring any candidate to employer/clients who are known to engage in illegal or questionable business practices which might jeopardize the safety of the candidate.
4. Information about a candidate will be used only for the purpose of finding employment for that candidate. Confidential information shall be treated accordingly.
5. A candidate shall be aware of charges, if any, before being permitted to incur any obligation for services rendered. Any monetary obligations, including interest charges, shall be fully disclosed in a written agreement, a copy of which shall be provided to the candidate, and it shall set forth any circumstances in which a candidate must pay for services.
6. No candidate shall be referred to any employer where a strike or lockout exists or is impending (according to the best knowledge of the recruiter) without being notified of such condition.

### **Relations between Recruiters & Employers/Clients**

1. A candidate's employment record, education, qualification and salary requirements shall be stated to the employer/client as accurately and fully as possible. Clients shall be advised by the recruiter if the recruiter disclaims liability for the accuracy of any information it transmits to the client.
2. A candidate shall be referred to the employer/client for interview only with prior authorization of the employer/client, which may be given verbally.
3. Confidential information relating to the business policy of employer/clients, which is imparted as an aid to the effective handling of their job requirements, shall be treated accordingly.
4. In the absence of an agreement to the contrary, a recruiter shall not attempt to recruit candidates for placement who are still employed by the company with whom they have been placed by the recruiter's firm, unless the candidates directly request the recruiter's assistance in seeking new employment.
5. Direct mail, bulletins and resumes of candidates presented to employer/clients shall represent bona fide candidates.

6. In the absence of an agreement to the contrary, a recruiter shall not attempt to recruit for placement candidates employed by a client company within one year of the most recent placement with that client company at the same location, unless the candidates directly request the recruiter's assistance in seeking new employment.

### **Relations between Temporary Services & Temporary Employees**

1. Employees shall be assigned to client companies for which a written or verbal job assignment has been given by the client company's representative.
2. Representations to employees about the duties, probable length, hours, salary, bonus, overtime and working conditions of temporary assignments shall be in conformance with the best knowledge of the service.
3. Precautions shall be taken against referring temporary employees to any client who is known to engage in illegal or questionable business practices which might jeopardize the safety of the temporary employee.
4. Information about temporary employees shall be used only for the purpose of assigning the employee for temporary work. Confidential information shall be treated accordingly.
5. A temporary employee shall be aware of charges, if any, before being permitted to incur any obligation to the temporary service.
6. No temporary employee shall be referred to any client where a strike or lockout exists (according to the best knowledge of the temporary service) without being notified of such condition.
7. Employer financial and legal responsibilities to temporary employees shall be met in a timely manner.
8. Temporary services shall not tolerate harassment of their temporary employees based upon an employee's sex, race, age, religion, national origin, disability, veteran's status or membership in any other protected class, whether the harassment is by coworkers, employees of clients or third parties. No retaliation shall be taken against any temporary employee who makes a complaint based upon a reasonable belief that any such harassment has occurred. When a temporary employee complains about any such harassment, the temporary service shall promptly investigate the complaint, and take all reasonable steps to protect the employee from further harassment.

### **Relations between Temp Services & Clients**

1. A temporary employee's experience and qualifications shall be stated as accurately and fully as possible to the extent requested.
2. A temporary employee shall be referred to the client for work assignment only with the prior verbal or written authorization of the client unless other specific arrangement has been made.

3. Confidential information relating to the business policy of the client, which is imparted as an aid to the effective fulfillment of the job requirements, shall be treated accordingly.
4. Communications, written or verbal, with clients regarding temporary workers shall represent bona fide temporary employees and their qualifications.
5. A temporary service firm shall not induce a client company to breach any terms of any contract it might have with another temporary service. A temporary service firm shall not induce an employee or prospective employee to breach any terms of any contracts he or she might have with another temporary service.

#### **Relations between Personnel Service Firms, Clients, Candidates, Employees and Each Other**

1. Anyone who has a complaint about a personnel service should be directed to file the complaint with the Chairperson of the Ethics Committee of NAPS Headquarters in Alexandria, VA.
2. NAPS provides adequate means for assuring adherence by members to its Standards of Ethics. To further the effectiveness of these procedures, each member shall be responsible for bringing to the attention of the Association's Ethics Committee any violations of these standards. The Ethics Committee shall process any such complaint in accordance with its usual procedure, and, where the facts warrant it, the Ethics Committee shall bring the matter to the attention of the appropriate government authority for its action.
3. A member shall not in the course of advertising, public relations efforts, or any other activity engage in untrue, unfair or misleading criticism of any other personnel service firm.
4. All personnel service firms shall commit to ensure that the workplace is free from discrimination based upon sex, race, age, religion, national origin, non-job-related disability, veteran's status, or membership in any other protected class. Members of the association shall not knowingly violate any law prohibiting discrimination upon the basis of sex, race, age, religion, national origin, or non-job-related disability.
5. Placement firms which enter into cooperative placement relationships with other placement firms shall comply in all respects with the terms of their agreement. Disputes between member firms arising out of cooperative placements shall be resolved by final and binding arbitration before the Association, in accordance with the NAPS Rules for Final and Binding Arbitration then in effect. Each party to the arbitration shall comply in full with the decision of the arbitrators.

#### **Advertising**

1. Positions listed by placement firms in newspapers or other media shall be factual and refer to bona fide openings available at the time that copy is given to these publications.

2. All advertising promotion of announcements regarding certification must conform to the standards and format of the NAPS Certification Program.

3. Temporary assignments listed in newspapers or other media shall be representative of the types of openings actually available through the temporary service.

### **Fees**

1. No candidate shall be obligated for a placement fee until an offer and acceptance has been made between employer and candidate.

2. Adjustments and refunds of candidate or client fees shall be made promptly, in accordance with the agreement between the personnel service firm and its client or candidate.

### **General**

Members shall cooperate with and permit at any time, complete and thorough investigation of an alleged violation of ethics or standards that tends to reflect on the business practices of the individual service and NAPS, by the elected officers or duly appointed committee of the National Association of Personnel Services and shall abide by decisions of the investigative committee.

Note: These standards of ethical practices are in no way to supersede or replace the requirements of local ordinances or state and federal laws.

National Association of Personnel Services

10905 Fort Washington Rd Suite 400

Fort Washington, MD 20744

Phone: 301.203.6700

Fax: 301.203.4346

### **NAPS Standard Policy for Cooperative Placement Relationships**

NAPS members willing to do cooperative placements (split-fee business) with other companies are encouraged to fully discuss and agree on the conditions that govern that relationship before any information is exchanged. The following document should be amended to suit the two parties. If no written changes are made, or if no written agreement to the contrary exists, these guidelines will be the foundation for any arbitration procedures. Throughout these guidelines, the company with the job order is designated "the Job Order firm," the company supplying the candidate the "candidate firm."

The guidelines address commonly negotiated aspects of cooperative placements. However, no set of rules can ever be complete enough to address every possible situation. Therefore, it is imperative that both parties enter the agreement in good faith, committed to full and open communication and a willingness to negotiate exceptions and idiosyncrasies.

1. Exact fees and guarantee agreements with a client/employer shall be fully disclosed by the Job Order firm and agreed to by the candidate firm prior to any candidate referrals. Placement fees must be billed in accordance with this agreement.
2. Placement fees received by a Job Order firm should be shared as agreed. In the absence of an agreement, fees will be shared on a 50/50 basis.
3. The candidate firm's portion of the fee, accompanied by a copy of the employer client's check, shall be disbursed immediately upon access to funds following deposit of payment from the employer/client.
4. All shared candidates and job orders shall have been originated by each firm through its own recruiting or business development methods, and not from any third party to whom a financial obligation is or may be due unless all three parties agree to a three-way split, before any candidates are sent.
5. Confidentiality shall be observed at all times. Information received from one firm shall not be disclosed to any other firm without the consent of the originating firm.
6. Guarantees shall be honored fully; each firm shall remit their proportionate share of a refund within five (5) calendar days after notification of liability. The Job Order firm shall coordinate the refund or replacement process.
7. If the Job Order firm has a replacement rather than a refund guarantee and a fall-off occurs on a cooperative placement, the portion of the fee paid to the candidate firm must be refunded given back to the Job Order firm within ten days of notification of the fall-off.
8. No unsolicited resumes shall be sent from one recruiting firm to the other. If assistance is requested and the candidate firm sends a candidate already on file with the Job Order firm, the split fee still applies, if the actions of the candidate firm were a procuring cause of the placement.
9. During the course of the cooperative placement, the client shall be contacted only by authorized representatives of the job order firm.
10. During negotiations between a candidate and a client company, the Job Order firm shall be considered to have complete authority and responsibility for all related communications. The candidate firm shall not interfere and shall cooperate fully with whatever assistance may be requested by the Job Order firm.

11. Candidate firms shall respect the client company relationships of Job Order firms and shall not use shared information for any business development purposes for six months after the job order is closed.

12. Candidate referrals are valid for one year. During that time period, candidates responding to any solicitation or follow-up to determine availability, either written or verbal, shall still be considered split-fee candidates - whether or not they have changed employers since the original referral by the referring firm.

13. Within one year of the original referral, whenever a candidate is contacted for any reason by the Job Order firm, the person making the contact shall identify the candidate firm.

14. The Job Order firm shall not contact a candidate for networking purposes or to obtain referrals for a current search without the explicit consent of the candidate firm. If referrals are subsequently solicited from the candidate firm's candidate, or if that candidate refers other candidates with the knowledge of the Job Order firm (for the same job order), these must also be considered split-fee candidates and the candidate firm shall be furnished the candidate's resume information.

15. Any significant step involving a candidate's prospective employment (i.e. initial interview, second interview, offer, turndown) shall be reported to the candidate firm as soon as possible.

16. The candidate firm maintains control of the candidate for one year following the referral, and can deny contact with the candidate by the Job Order firm if the candidate is in negotiation with one of the candidate firm's clients or has accepted a job for which the candidate firm has been paid.

17. All referrals, job orders, or other related information exchanged between the cooperative firms must be non-discriminatory and shall be in strict accordance with all applicable laws pertaining to Equal Employment Opportunity.

18. Any dispute under this agreement shall be resolved by final and binding arbitration before the National Association of Personnel Services (NAPS) in accordance with NAPS' rules for final and binding arbitration then in effect.