

Standards of Ethical Practices

As a condition of membership in the NAPS, each member pledges its support of, and adherence to, the principles set forth below. Through their voluntary compliance with these principles, NAPS members acknowledge that such compliance is in the best interests of the personnel services profession, its customers, and its employees.

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 Temp Services & Temp 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.
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.