

# *Employee Assistance Program*



Offering Confidential Help With  
Personal Problems

## **A Joint Agreement**

*The Government of Prince Edward Island  
Health PEI*

*English and French Language School Boards*

*The Union of Public Sector Employees*

*The PEI Teachers' Federation*

*The Canadian Union of Public Employees*

*The PEI Nurses Union*

*The International Union of Operating Engineers*

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# **I Employee Assistance Program Agreement**

Members of the PEI Teachers Federation, the Union of Public Sector Employees, the Canadian Union of Public Employees, the PEI Nurses Union, the International Union of Operating Engineers, the Excluded Employee Groups and their employers, the PEI Public Service Commission, Health PEI, and the English and French Language School Boards share concerns for the emotional, social and physical well-being of all employees.

We recognize most human problems can be successfully treated, especially when identified early and where referral is made to an appropriate source of help. This is true whether the problem is one of physical, emotional, marital, or family distress, legal or financial problems, alcoholism or other addictions or issues related to harassment.

As a result, we have designed an Employee Assistance Program to help the employee experiencing personal problems which may affect job performance.

We believe EAP can benefit everyone. The employees obtain help with problems that can/are affecting work, family and their well-being. The employer benefits by retaining employees and valuable skills and knowledge. We encourage early use of the programs as we believe this can contribute to the prevention of serious problems for the individual employee, family and employer.

This handbook is based on a Joint Union/Management Agreement and is designed to give employees and employers a basic understanding of how the program works.

## **II Introduction**

In 1987, the Employers and Unions discussed and researched the feasibility of establishing an Employee Assistance Program. After much research, all parties agreed in the spring of 1990 to implement an EAP for their employees. The Regional Health Authorities and their unions later joined in 1993.

### **III Purpose of EAP**

The mission of EAP is to contribute toward the total health of employees in order to have a productive and satisfied workforce. This is accomplished in a two-fold manner: 1) through confidential counselling offered to employees whose job performance is (or has the potential to be) adversely affected by personal or work-related stress; and 2) through timely group sessions focusing on self-care and work-site wellness programs delivered in the work-site.

### **IV Basic Principles**

- 1) Management and Union working together can help employees deal with personal or work-related stressors which can lead to deteriorating work performance.
- 2) The Employee Assistance Program applies equally to all employees as defined in Section V of this handbook.
- 3) The Employee Assistance Program respects confidentiality and privacy of information.
- 4) The EAP encourages employees to voluntarily seek help for personal problems which may affect job performance.
- 5) The EAP offers assistance for a wide range of problems which may include but is not limited to physical, emotional, marital or family distress; legal or financial problems, various addictions; issues of harassment, job-related stress or job conflict.
- 6) The supervisor or manager is responsible for identifying with the employee when job performance is below standard, not for diagnosing a personal problem. The EAP works with management and unions to intervene early with the goal of improving the quality of work-life and enhancing wellness in the workplace.
- 7) The Employee Assistance Program recognizes the need for granting of leave for the purpose of counselling and/or treatment.

## V Eligibility for Program

The program is available to all probationary and permanent employees, contract employees, interns, as well as all other employees with six months continuous service, and their immediate family members and retirees within all provincial government departments, agencies and commissions and the regional education and health boards.

## VI Program Operation

- 1) The program acts as an assessment, treatment, short-term service and referral system, if necessary. Early recognition of a problem is the goal to enable an employee to receive help before a crisis develops. EAP professional and confidential services are offered at no cost to employees and immediate family members.
- 2) The program is not a method of avoiding discipline, nor is it to be used by management as a disciplinary measure. The intent is to allow employees the chance to voluntarily seek help with personal problems which may affect work performance.
- 3) Any employee can consult with EAP concerning access to the program, how to raise a concern regarding a co-worker or supervisor experiencing problems, request assistance in conflict resolution and mediating services, or to ask general information, (i.e., resources available in the community).

**EAP will consult accordingly for requests for workplace groupwork.**

- 4) There shall be an Advisory Committee composed of representatives from the Government of Prince Edward Island; Health PEI; the School Boards; the Union of Public Sector Employees; the PEI Teachers' Federation; the Canadian Union of Public Employees; the PEI Nurses Union; the International Union of Operating Engineers, as well as the EAP Coordinator/ staff as advisors.

## **VII Rights and Responsibilities**

### **1) Employee Rights and Responsibilities**

- a) Personal information concerning participants is maintained in a confidential manner. No information related to an employee's participation in the program is entered into the personnel file. Only coded files are used by the personnel of EAP. An employee may review his/her EAP file at any reasonable time. The EAP file is destroyed after seven years of inactivity or at the request of the employee.
- b) Participation in the Employee Assistance Program shall not prejudice any opportunity for promotion or advancement.
- c) The employee shall have the right to leave with pay for the assessment with the EAP. Additional leave may be granted in accordance with respective collective agreements and/or terms and conditions of employment.
- d) It is the responsibility of the employee to maintain satisfactory job performance. If personal problems cause work deterioration, the employee has a responsibility to obtain the necessary help to bring job performance up to an acceptable level. The EAP provides the means to obtain this help.

### **2) Supervisors Responsibilities**

- a) Address performance problems through normal supervisory procedures.
- b) Be consistent and treat employees fairly.
- c) Do not diagnose personal problems of the employee.
- d) Make employees aware of EAP, in instances where declining job performance has been determined, if appropriate.

- e) Provide follow-up and support to employees upon return to work.
- f) Do not require the employee to divulge the nature of problems when requesting leave for an appointment with EAP. If necessary, the employee can provide verification of attendance through the EAP counsellor with written consent.
- g) Maintain a strict level of confidentiality with all cases.

### **3) Joint Advisory Committee Responsibilities**

- a) Review established guidelines to ensure agreement and understanding of rules and procedures.
- b) Develop and implement changes in guidelines when necessary and receive input from interested parties.
- c) Develop and implement strategies in conjunction with the coordinator to ensure that employees are aware of the Employee Assistance Program.
- d) Be involved in evaluation(s) of the Program.

### **4) Union Representatives Responsibilities**

- a) Be knowledgeable about the program and the referral procedure.
- b) Encourage members to use the Employee Assistance Program.
- c) Maintain a strict level of confidentiality with all cases.

### **5) EAP Co-ordinators Responsibilities**

- a) Oversee the Employee Assistance Program to ensure effective and consistent application of the policy and procedures.
- b) Maintain all information on employees participating in the EAP in a confidential, secure manner.



- c) Provide information sessions to management and union personnel in the effective implementation of the Employee Assistance Program.
- d) Provide feedback to management as to areas where special attention or training is required to improve the quality of the workplace.
- e) Conduct assessment and short-term counselling with employees who have requested assistance under the Employee Assistance Program. Provide full information regarding their participation in the program.
- f) Advise the employee of community based services and arrange for referral for assessment or treatment, as required.
- g) Refer to a licenced professional counsellor for further assessment and treatment as appropriate.
- h) Liaise with service providers to assure service standards are acceptable and meet the requirements of clients.
- i) Maintain all information on employees participating in the Employee Assistance Program in a confidential, secure manner. Ensure that EAP files are destroyed after a period of seven years of inactivity, or when requested by the employee.
- j) Provide progress reports to the Joint Advisory Committee on the status of the program.
- k) Follow-up as appropriate with the individual to assure assistance was beneficial.
- l) Receive and investigate any complaints concerning the operation and delivery of EAP services.

## VIII Access and Offers of Assistance Procedures

Access to the EAP can either be self initiated or employer initiated. The decision to participate in EAP must always be **Voluntary**. When an offer of assistance is made, it is neither compulsory nor mandatory to accept the offer.

### 1) Self-Initiated

An employee recognizes that a problem exists and seeks assistance by calling the EAP office directly. This may have resulted from a co-worker, family, friend, or supervisor sharing concern for the employee and informally suggesting the use of the Employee Assistance Program.

### 2) Employer-Initiated

An employee is responsible for keeping job performance at an acceptable level. If job performance shows continuing deterioration, and informal offers of assistance have not been accepted, then the supervisor may initiate a formal offer of assistance.

Prior to initiating a formal offer of assistance, the supervisor should consult with the EAP office concerning the appropriateness of the offer.

The following steps shall govern an employer-initiated offer of assistance:

- a) Informal: the supervisor shall ensure that the employee receives an informal offer of assistance prior to initiating a formal offer of assistance. Such offers shall be documented. (Certain behavior could result in an employer-initiated offer(s) without there being previous informal offers.)
- b) Formal: the formal employer-initiated offer of assistance is to be in writing on the prescribed form (Appendix I), including an appointment time with the EAP counsellor. A formal offer of assistance is to be hand delivered to the employee, with a copy to the EAP Counsellor and a copy retained in a confidential departmental/health/school board EAP formal offer of assistance file.

### **3) Assessment/Short-term Counselling**

An employee who contacts the EAP office will be given an appointment at the earliest possible time. During this initial interview, the counsellor will explain the EAP, including the confidentiality of the program and the employees rights and responsibilities, according to the Employee Agreement as outlined in Appendix III.

During the assessment, the counsellor and employee will take a detailed look at the nature and severity of the problem. (This could involve meeting with family members if warranted.) Upon completion of the assessment, the counsellor and the employee will discuss the options which appear to be most realistic for the employee in resolving the problem. The employee will choose the treatment service; and a referral, if necessary, will be arranged.

### **4) Referral and Treatment**

The EAP counsellor will be involved in assessment, treatment, and short term counselling, and will be knowledgeable about the appropriate services available in the community. The counsellor will have the responsibility for making the referral arrangements with the employee.

### **5) Co-ordination and Follow-Up**

The counsellor will work with the employee to ensure appropriate services are received in a timely manner.

The EAP counsellor will maintain an informal but planned follow-up procedure.

If the referral is self-initiated, follow-up will only be with the employee. Contact with any treatment agency or employer would only be at the request of the employee and with their written consent .

If the referral is employer-initiated, the counsellor will maintain contact with the employee, and maintain contact with the treatment agency to obtain information on type of treatment (in/out patient), approximate length of time away from work, when sessions finished, if treatment plan not working, if employee drops out of treatment and follow-up supports needed.

If the employee is participating in the EAP as a result of a formal employer-initiated offer of assistance and has provided written consent, then the employer will be informed of the employees participation level and the duration of the program as per the agreement in Appendix II.

If an employee has been absent from work due to treatment, then the EAP counsellor may facilitate and plan the return to the work site, where necessary, in order to help the employee return successfully to the workplace.

The counsellor will maintain regular contact with community agencies to provide feedback on how services are being received and obtain feedback on how EAP is being delivered.

## **IX Confidentiality**

A primary principle of EAP is to maintain confidentiality throughout every level of the program. Legally, confidentiality refers to the obligation to refrain from willingly disclosing information that has been received in confidence and not to situations in which a court or statute compels a person to disclose information. Consistent with the principle of confidentiality, every reasonable effort will be made to maintain the EAP office away from major work sites. For this purpose, the main EAP office is located in Charlottetown outside of government offices and several satellite offices are also utilized across the province.

EAP files will contain the minimum amount of information required. Files will be available for review by the employee at any reasonable time.

When an employee is referred to a community agency, only relevant information to enable that agency to help the employee shall be shared. In an employer-initiated offer of assistance, the employer will be advised only of the employees participation level in the program, through a prescribed form(Appendix II) as long as there is signed written consent.

All persons employed within the EAP and the members of the Advisory Committee are bound by the conditions of confidentiality of the EAP.

EAP files shall be closed after two years of inactivity and deleted seven years after closure.

## **X Conclusion**

The employers and unions are committed to the maintenance of EAP as a service for employees requiring help. In order to maintain this commitment, EAP must have support from managers and union representatives as well as the willingness of employees to participate in the program.

EAP can benefit everyone. The employees obtain help with problems that can/are affecting work, family and their well-being. The employer benefits by retaining employees with valuable skills and knowledge. Early use of the program can contribute to the prevention of serious problems for the individual employee, family and employer.

*For more information concerning EAP, or for confidential help in dealing with personal problems, call the EAP office at 368-5738. When calling long distance, phone toll free 1-800-239-3826 or*

*email at [eap@gov.pe.ca](mailto:eap@gov.pe.ca)*

*website <http://www.gov.pe.ca/psc/eap>*

# Appendix I

## Employee Assistance Program

**Confidential**

### Formal Offer of Assistance

Referral Number: \_\_\_\_\_ Date: \_\_\_\_\_

On(date) \_\_\_\_\_ we discussed your job performance and the opportunities available with the Employee Assistance Program.

An appointment with an EAP counsellor has been scheduled for  
\_\_\_\_\_ (time) on  
\_\_\_\_\_ (date) at  
\_\_\_\_\_ (place).

\_\_\_\_\_ Signature of Supervisor

1. This is not a mandatory referral and the employee is not obligated to attend.
2. A copy of this form is to be delivered to the employee, the worksite EAP formal offer of assistance file and the Employee Assistance Program.

## Appendix II

Subject: Participation in the Employee Assistance Program (used only in employer-initiated formal offers of assistance.)

To: \_\_\_\_\_

Re: Notification to supervisor of employee assistance program participation

This is to notify you that \_\_\_\_\_

1. Attended the assessment session and no further service is required.  
( ) yes ( ) no
2. Attended the assessment session and agreed to a structured program of treatment. ( ) yes ( ) no

The approximate length of the program will be \_\_\_\_\_

3. ( ) is ( ) is not participating in his/her prescribed structured program to an acceptable degree.
4. Dropped out of the program. ( ) yes ( ) no
5. Finished the prescribed program. ( ) yes ( ) no

This information has been disclosed to you from records whose confidentiality is protected.

\_\_\_\_\_  
EAP Counsellor

\_\_\_\_\_  
Date

A copy of this form is to be delivered to the worksite's EAP formal offer of assistance file.

## Appendix III

### Employee Agreement

- A. During the course of my participation in the Employee Assistance Program, I will be asked to provide certain personal information in order that the counsellor may effectively work with me. Such information will be maintained by the counsellor in the strictest of confidence. I may authorize anyone of my choosing to have access to my records, provided that I consent to such disclosure in writing in advance. Any action on my part that causes my file to be destroyed will be considered as a withdrawal from the program.
- B. I authorize the counsellor to share assessment information with the appropriate treatment agency/counsellor \_\_\_\_\_ solely for the purpose of my receiving the necessary service. I further authorize the treatment agency/counsellor \_\_\_\_\_ to share information with the EAP counsellor concerning; type of treatment(in/out-patient); approximate length of time away from work; how treatment plan is progressing; when treatment finishes early or on schedule; follow-up supports needed.
- C. In employer-initiated formal offer of assistance, I authorize the EAP counsellor to provide my supervisor \_\_\_\_\_ with the following:
- Whether I attended the assessment session and no further service is required
  - whether I attended the assessment session and agreed to a structured program of treatments including the approximate length of the program
  - whether I am participating in a prescribed structured program to an acceptable level
  - when I drop out of the program, and
  - when I finish the program.
- D. With respect to confidentiality, the counsellor is bound by the laws of the Province of PEI and Canada, and may be bound by statutes to release certain information.

I, \_\_\_\_\_ acknowledge that I was given a copy of this document, agree with and understand the conditions of the program.

Participant \_\_\_\_\_ Counsellor \_\_\_\_\_

Date: \_\_\_\_\_



*Notes*



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