AIOH Code of Ethics

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1. Introduction

1.1. This Code of Ethics establishes the standards of ethical conduct and professional practice expected of covered persons of the Australian Institute of Occupational Hygienists (AIOH), hereafter the "Institute".

1.2. Occupational hygiene exists to protect people from harm arising out of their work. The profession is entrusted with judgements that workers themselves can rarely verify, and on which their health over a working lifetime may depend. This Code proceeds from that starting point.

1.3. The Code provides a benchmark against which the professional conduct of covered persons may be assessed, and supports the Institute's commitment to protecting worker health, advancing occupational hygiene practice, and maintaining public confidence in the profession.

1.4. The Code of Ethics should be read in conjunction with the Code of Conduct. These two Codes address different aspects of professional and member conduct, and neither is subordinate to the other.

	Code of Ethics	**Code of Conduct**
Governs	The exercise of professional judgement in occupational hygiene practice	Behaviour within the AIOH community
Typical subject matter	Competence, data integrity, conflicts in professional engagements, communication of risk, escalation of unmanaged risk	Respect, bullying, harassment, discrimination, conduct at events and in Institute forums
Typical setting	A workplace, a client engagement, a report, a court	A conference, a committee, a mentoring relationship, a member forum

Where conduct engages both Codes, a matter may be assessed under either or both Codes; however, a covered person will not be subject to more than one disciplinary outcome for the same conduct. Where the Codes are inconsistent, this Code prevails in matters of professional practice, while the Code of Conduct prevails in matters relating to behaviour within the Institute.

1.5. This Code should be read in conjunction with the documents listed above and with any applicable work health and safety, privacy and professional regulation legislation. Nothing in this Code relieves a covered person of a legal obligation, and nothing in this Code should be read as permitting conduct that the law prohibits.

2. Purpose

The purpose of this Code is to:

2.1. Promote ethical and competent professional practice.

a) Guide covered person in identifying, prioritising and resolving competing professional obligations.

2.2. Protect worker health and safety and, consistent with that primary obligation, serve the legitimate interests of employers, clients, the community and the profession.

2.3. Establish standards against which professional conduct may be assessed.

2.4. Maintain confidence in the occupational hygiene profession.

3. Scope and application

3.1. **Who is covered.** This Code applies to Covered Persons, being all individuals who hold AIOH membership, certification, accreditation, recognition, approval or any other status or credential conferred by the Institute, as well as applicants for any such membership, certification, accreditation, recognition, approval or credential in relation to the information they provide in support of their application.

3.2. **When it applies.** This Code applies to conduct occurring while a person is a covered person. Resignation, lapse or cessation of membership (including retirement), certification, accreditation, recognition, approval or any other status or credential conferred by the Institute does not:

(a) prevent a complaint being made about conduct occurring while the person was subject to this Code; or

(b) terminate a complaint or disciplinary process already on foot.

3.3. **Capacities covered.** This Code applies regardless of the capacity in which a covered person acts, including but not limited to, an employee, consultant, contractor, sole practitioner, volunteer, educator, researcher, student, expert witness, subject matter expert, committee member or Council member or Institute-related capacity.

3.4. **Geographic application.** This Code applies to Covered Persons who practice or act in Australia or internationally. Where the law of another jurisdiction conflicts with this Code, the person must comply with the applicable law while continuing to observe the principles and obligations of this Code to the fullest extent possible.

3.5. **Conduct outside professional practice.** This Code is primarily directed at professional practice. It also applies to conduct outside professional practice where that conduct is relevant to the person's fitness to practice, fitness to hold an Institute membership, certification or other credential, or where the conduct brings, or is likely to bring, the profession or the Institute into disrepute as per clause 15.5 (conduct bringing the profession into disrepute).

3.6. **Membership, certification and other Institute credentials.** Compliance with this Code is a condition of holding any Institute membership, certification, accreditation, recognition, approval or other credential to which this Code applies.. A finding of breach may be considered in decisions to grant, renew, suspend, revoke or otherwise determine eligibility for any such membership, certification, accreditation, recognition, approval or credential in accordance with the relevant Institute requirements.

4. Definitions

In this Code:

4.1. **Client** means the person or organisation that engages or employs a covered person to provide professional services within the scope of this code, whether under contract, retainer or contract of employment.

4.2. **Competence** means the knowledge, skill, experience and access to resources reasonably necessary to perform particular work to the standard expected of a reasonable person undertaking that work, having regard to their professional qualifications, experience, role and any Institute membership, certification, accreditation, recognition, approval or other credential they hold.

4.3. **Conflict of interest** means any interest, relationship, obligation or incentive, financial or non-financial, actual, potential or reasonably perceived, that could improperly influence, or be reasonably seen as improperly influencing, a covered person's professional judgement.

4.4. **Covered person** means a person to whom this Code applies under clause 3.1

4.5. **Exposure record** means the record of an individual worker's measured or assessed exposure, including personal sampling results attributable to that worker.

4.6. **Material** means capable of affecting a conclusion, a decision about risk control, or a person's understanding of a risk to their health.

4.7. **Personal health information** means information about the health of an identified or reasonably identifiable individual, including health surveillance and biological monitoring results.

4.8. **Risk** means the possibility that a hazard arising from or in connection with work will cause injury, illness or harm to health.

4.9. **Serious risk** means a risk that, if not adequately controlled, is likely to result in death, serious injury, serious illness, or irreversible or long-latency disease. In assessing whether a risk is serious, regard must be had to the severity and reversibility of the potential harm, the likelihood of its occurrence, the number of people who may be affected, and the extent to which those affected are able to protect themselves.

4.10. **Stakeholder** means any person or organisation affected by or relying on a covered person's professional work, including workers and their representatives, employers, clients, regulators, the Institute and the community.

4.11. **Worker** has the meaning given in applicable work health and safety legislation, and includes employees, contractors, labour hire workers, apprentices, trainees and volunteers.

5. Fundamental principles

The following principles express the values on which this Code is founded and inform the interpretation of all requirements in Sections 6 to 15.

5.1. **Protection of health.** A covered person must place the protection of worker health, safety and wellbeing above competing commercial, organisational, political or personal interests. Where obligations conflict and cannot be reconciled, this principle prevails.

5.2. **Integrity.** A covered person must act honestly, fairly and in good faith.

5.3. **Professional independence.** A covered person must maintain objective professional judgement and must not allow external influence to compromise the advice they give.

5.4. **Competence.** A covered person undertaking professional activities must act only within the limits of their competence.

5.5. **Scientific integrity.** A covered person must ensure that advice, recommendations and conclusions are evidence-based, technically sound and capable of withstanding informed professional scrutiny.

5.6. **Accountability.** A covered person must accept responsibility for their professional decisions, actions and omissions, including work performed under their direction.

5.7. **Respect.** A covered person must treat workers, clients, colleagues and other stakeholders professionally and respectfully during professional practice, and must not discriminate against, harass or bully any person. Conduct towards other Institute members, non-members and AIOH staff in the context of Institute activities is governed by the Code of Conduct.

5.8. **Assessment against principles.** A complaint will ordinarily be assessed against the specific requirements in Sections 6 to 15. However, where conduct is not adequately addressed by a specific requirement but clearly breaches one or more of the fundamental principles in this section, those principles may also form the basis of a complaint.

6. Competence and professional practice

A covered person must:

6.1. Provide competent, evidence-based on professional advice or services within the scope of the activities they undertake.

6.2. Apply recognised standards, authoritative guidance and validated methodologies, and be able to identify the source and status of any standard or guidance relied on.

6.3. Conduct investigations, sampling, monitoring, assessments, training, certification, accreditation and other professional activities within the scope of this Code in accordance with recognised professional standards applicable to those activities.

6.4. Ensure that conclusions are supported by the evidence obtained and by sound professional judgement.

6.5. Clearly state the limitations, assumptions and uncertainties attaching to their work, including sampling strategy, sample numbers, analytical detection limits and the extent to which results can be generalised.

6.6. Undertake only those professional activities for which they are competent and decline, refer or seek assistance where work falls outside that competence.

6.7. Maintain and develop their professional knowledge and skills, while complying with the Institute's continuing professional development or other competency maintenance requirements applicable to their membership, certification, accreditation, recognition, approval or other credential.

6.8. Ensure that work undertaken under their direction is competently performed, appropriately supervised, and reviewed before it is issued.

6.9. Not sign, certify, endorse or permit the attribution of their name to any report or result that they have not personally reviewed, or opinion they do not hold.

6.10. Maintain adequate records of the work they perform, including, but not limited to, field records, calibration records, calculations, advice given and instructions received, and retain those records for the period required by law or, where no period is prescribed, for a period appropriate to the latency of the health effects concerned.

6.11. Take reasonable steps, on ceasing an engagement or employment, to ensure that records relating to professional activities covered by this Code, including exposure records and other records required for the ongoing protection of worker health are preserved and remain accessible to those entitled to them.

7. Integrity of information, data, analysis and reporting

7.1. A covered person must not knowingly or recklessly:

(a) falsify, fabricate or manipulate data;

(b) report findings selectively in a manner that misrepresents risk;

(c) suppress information relevant to occupational health outcomes;

(d) misrepresent uncertainty or scientific limitations;

(e) present conclusions beyond the limits of the available evidence; or

(f) provide misleading or deceptive information to any stakeholder.

7.2. Where a covered person becomes aware that any advice, report or result they have provided is materially inaccurate, the person must:

(a) correct it promptly;

(b) notify each person known to the member to be relying on it, or take reasonable steps to ensure they are notified; and

(c) where the inaccuracy may have contributed to a serious risk being unrecognised or uncontrolled, treat the matter under Section 12.

7.3. A covered person must not withdraw, alter or qualify a professional conclusion because of pressure from a client, employer or other interested party, other than on proper technical grounds.

8. Professional independence, conflicts of interest and commercial arrangements

A covered person must:

8.1. Avoid conflicts of interest where reasonably possible.

8.2. Identify and declare actual, potential and reasonably perceived conflicts of interest to the affected parties at the earliest practicable point.

8.3. Manage conflicts through disclosure and appropriate controls, and record what was disclosed, to whom and when.

8.4. Withdraw from any engagement where independence cannot be maintained by disclosure and control.

8.5. Not allow commercial, financial, political, organisational or personal interests to improperly influence their professional judgement.

8.6. Not accept or offer any gift, hospitality, benefit or inducement that could reasonably be seen as influencing professional judgement.

8.7. Ensure that fees and commercial terms are transparent and agreed in advance and not enter any fee arrangement under which the member's remuneration depends on reaching a particular technical finding, exposure result or conclusion.

8.8. Disclose to a client any commercial relationship with another person, organisation or party that stands to benefit from the covered persons recommendations, decisions or professional services.

9. Confidentiality, privacy and personal health information

9.1. A covered person must maintain the confidentiality of information obtained during professional practice, use it only for legitimate professional purposes, and protect it against unauthorised access, loss or disclosure.

9.2. Confidential information may be disclosed only:

(a) where disclosure is authorised by the person or organisation entitled to the information;

(b) where disclosure is required by law;

(c) where disclosure is necessary to prevent or reduce a serious risk, and is made in accordance with Section 12;

(d) to a worker, of that worker's own exposure results, in accordance with Section 11;

(e) to the Institute, for the purposes of a complaint, disciplinary, certification or accreditation process; or

(f) to the covered person's own legal or professional adviser, subject to that adviser's obligation of confidence.

9.3. Disclosure must be limited to the information reasonably necessary for the permitted purpose and made to the person or body best placed to act on it.

9.4. A covered person must comply with applicable privacy legislation and any other legal obligations relating to confidential or personal information. Where personal health information is involved, a covered person must not disclose individually identifiable health surveillance or biological monitoring results to an employer or client except with the informed consent of the individual concerned or as required by law. Aggregated or de-identified reporting must be presented in a way that does not permit re-identification.

9.5. A disclosure made in accordance with clause 9.2 does not breach this Code.

10. Communication of risk

A covered person must:

10.1. Communicate occupational health risks clearly, accurately and in terms the intended audience can act upon, avoiding technical language where plainer language will do.

10.2. Distinguish clearly between fact, interpretation, professional opinion and assumption.

10.3. Take reasonable steps to satisfy themselves that stakeholders understand the implications of the advice given, including what the results do *not* establish.

10.4. Accurately represent their qualifications, membership, certification, accreditation, recognition, competence and experience, and not permit others to misrepresent them.

10.5. Ensure that any comparison against a relevant standard, such as an exposure standard, is accompanied by an explanation of what the standard does and does not signify, including any important limitations on what compliance with that standard demonstrates, and, where relevant, that compliance with an exposure standard does not guarantee that all workers are protected.

11. Communication of results and information for workers

11.1. A covered person who undertakes testing, monitoring, assessment or other professional activities that generate individual results relating to a worker, must take reasonable steps within the scope of their engagement or authority, to ensure that each monitored worker or their employer, where appropriate and consistent with applicable legal obligations, is provided with their own results, together with an explanation of what those results mean, within a reasonable time.

11.2. Where a Covered Person identifies or assesses a hazard that may affect workers, the Covered Person must take reasonable steps to ensure that those workers, and their health and safety representatives, are provided with information about the risk and the controls in place, consistent with the duties owed to them under applicable work health and safety legislation. .

11.3. Where a client or employer instructs a covered person not to provide information required by clauses 11.1 or 11.2, the covered person must:

(a) advise the client or employer of the legal and professional obligations that apply;

(b) record the instruction and the advice given; and

(c) where the instruction would leave a serious risk unaddressed or workers unaware of a serious risk to their health, proceed under Section 12.

11.4. Nothing in this section requires a covered person to disclose another individual's personal health information, or commercially confidential information that is not necessary to convey the risk.

12. Identification, escalation and disclosure of unmanaged risk

12.1. Covered persons have a professional obligation to take reasonable steps to prevent occupational injury and disease.

12.2. Where a covered person identifies a risk requiring action, the covered person must communicate the concern to the person or persons able to address it, recommend appropriate corrective action, and record the advice given.

12.3. Where a covered person identifies a serious risk, or where a risk previously raised remains unaddressed, the covered person must escalate the matter, taking the following steps so far as they are available and effective, and documenting each:

(a) raise the matter with the person directly responsible;

(b) escalate to senior management of the organisation concerned;

(c) escalate to the officers, board or governing body of the organisation, and inform the relevant health and safety representative or committee where one exists.

12.4. External referral. Where a serious risk remains unmanaged after the steps in clause 12.3 have been taken or are shown to be futile, and there is no reasonable prospect of the risk being adequately controlled within a timeframe proportionate to the risk, the covered person must refer the matter to the appropriate work health and safety regulator or other appropriate authority.

12.5. The obligation in clause 12.4 does not require a member to act in a way that would place the covered person or another person at risk of physical harm, and a covered may seek confidential legal advice, or confidential guidance from the Institute, before referring.

12.6. A covered person must document the risk identified, the advice given, the responses received, the steps taken and the dates on which they occurred and retain that documentation.

12.7. A covered person who escalates or discloses in good faith and in accordance with this Section does not breach Section 9 (confidentiality) or clause 15.5 (disrepute), and the Institute will not accept or proceed with a complaint founded on that escalation or disclosure. Clause 2.4 of the Professional Conduct, Complaints and Disciplinary Procedure requires such a concern to be declined at preliminary assessment, without the covered person being required to answer its substance. This clause does not protect disclosure made dishonestly, recklessly, or for a collateral purpose.

12.8. A member facing a decision under section 12 may seek confidential guidance from the Institute. Guidance sought under this clause will not be used against the member in any proceeding under the Professional Conduct, Complaints and Disciplinary Procedure, and the person providing it will take no part in any such proceeding. Statutory whistleblower protections and the discriminatory-conduct provisions of work health and safety legislation may also apply; the Institute encourages members to obtain independent legal advice about them.

13. Expert evidence and formal proceedings

13.1. A covered person who gives evidence or provides an opinion to a court, tribunal, coronial inquiry, commission or arbitration owes a paramount duty to that body. That duty overrides any duty owed to the party retaining the covered person.

13.2. A covered person acting in that capacity must:

(a) provide independent, impartial opinion within their expertise;

(b) state the facts and assumptions on which the opinion is based, and identify any information or material on which the opinion depends that was provided by the retaining party;

(c) identify any matter that falls outside their expertise;

(d) state where an opinion is provisional because further work or information is required; and

(e) notify all parties promptly if, after providing a report, the member changes their opinion on a material matter.

13.3. A covered person must not accept an instruction to reach a predetermined conclusion and must not permit a retaining party to alter the substance of the covered persons' opinion.

14. Research, publication and education

A covered person engaged in research, publication or education must:

14.1. Observe recognised standards of research integrity, including the requirements of the *Australian Code for the Responsible Conduct of Research* where applicable.

14.2. Obtain and comply with human research ethics approval where required.

14.3. Attribute authorship honestly, acknowledge contributions, and not claim credit for the work of others.

14.4. Disclose all sources of funding and any interest that could be perceived as influencing the research or its reporting.

14.5. Ensure that education, teaching and training materials are accurate, current and within the covered persons' competence.

15. Professional representation and public statements

A covered person must:

15.1. Ensure that public and professional commentary is evidence-based and clearly identified as the covered person's own view where it is not made on behalf of the Institute.

15.2. Not represent themselves as speaking for the Institute unless authorised to do so and not misrepresent the Institute's positions.

15.3. Ensure that all references to their qualifications, any Institute membership, certification, accreditation, recognition and approval or credential are accurate and current, including in marketing material, tenders, signature blocks, professional profiles and social media.

15.4. Treat workers, clients and other stakeholders with respect and without discrimination during professional practice and conduct themselves with cultural safety and respect when working with Aboriginal and Torres Strait Islander workers, communities and their representatives, and with workers from culturally and linguistically diverse backgrounds. Conduct within the Institute activities are governed by the Code of Conduct.

15.5. Not engage in conduct likely to bring the profession into disrepute, assessed by reference to the view of a reasonable member of the public informed of all the relevant circumstances.

16. Obligations to the Institute

16.1. A covered person must cooperate in good faith with Institute complaint, investigation, disciplinary, membership, certification, accreditation, recognition or other Institute processes, and must not obstruct, mislead or delay them, or victimise a person who has made a complaint or given information.

16.2. A covered person must notify the Institute in writing, within 30 days of:

(a) any criminal conviction, other than a minor traffic offence;

(b) any prosecution, enforceable undertaking or adverse finding under work health and safety, environmental or professional regulation legislation relating to the covered person's professional activities within the scope of this Code;

(c) any adverse finding by another professional body, registration authority or licensing body;

(d) any adverse judicial or tribunal finding as to the covered persons credibility, independence or competence as an expert; and

(e) any bankruptcy or disqualification from managing corporations, where relevant to the covered person's professional activities within the scope of this Code.

16.3. A covered person who reasonably believes that another Covered person has engaged in conduct that constitutes serious misconduct and gives rise to a serious risk to health must report that belief to the Institute. A report made honestly and on reasonable grounds does not breach this Code, whether it is ultimately substantiated or not, and victimising a covered person who makes such a report is a breach of clause 9 of the Code of Conduct.

17. Interpretation

17.1. The principles in Section 5 inform the interpretation of every requirement in this Code.

17.2. In assessing compliance with this Code, a covered person's conduct will be evaluated by reference to what a reasonable person undertaking comparable professional activities, with comparable qualifications and experience, working in comparable circumstances, and acting on the information reasonably available at the time) would have done. Conduct will not be assessed with the benefit of hindsight, and the fact that a different judgement would have produced a better outcome does not itself establish a breach.

17.3. Terms such as "appropriate", "reasonable" and "reasonable steps" are to be construed by reference to clause 17.2 and to the seriousness of the risk in question. The greater the potential harm, the more that is required.

17.4. Where a covered person is subject to two or more obligations under this Code that cannot both be satisfied, the member must give effect to clause 5.1 and must record the conflict and the basis on which it was resolved.

17.5. Headings and the ordering of sections do not affect interpretation. No section takes priority over another by reason of its position, except as expressly provided.

18. Non-compliance and breaches

18.1. Failure to comply with this Code may be assessed under the AIOH Professional Conduct, Complaints and Disciplinary Procedure. The classification and management of concerns, and any outcome, will be determined in accordance with that Procedure.

18.2. Not every departure from this Code constitutes professional misconduct. In assessing the seriousness of a departure, regard will be had to:

(a) the risk to health created or left uncontrolled;
(b) whether the conduct was deliberate, reckless, negligent or inadvertent;
(c) the covered person's experience, seniority and the resources available to them;
(d) whether the covered person was subject to pressure or duress;
(e) any steps taken to correct the conduct or mitigate its consequences;
(f) whether the conduct was disclosed voluntarily; and
(g) any prior findings against the member.

18.3. A finding of breach may be considered in decisions about membership, certification, accreditation, recognition or other Institute credential in accordance with clause 3.6.

Appendix A: Worked scenarios

These scenarios are illustrative. They do not form part of the operative Code and are not exhaustive. Each is intended to show how the Code is meant to be applied, not to prescribe the only defensible answer.

A1. The client who will not act

A covered person reports personal silica results at four times the workplace exposure standard on a fabrication line. The client acknowledges the report and says the control upgrade will be considered in next year's capital budget. Nothing changes over three months.

The clauses of the Code engaged: 5.2, 6.5, 12.2, 12.3, 12.4, 12.6.

The exposure is a serious risk as defined in Section 4. Silicosis is irreversible and long-latency. The covered person has discharged 12.2 by reporting, but not 12.3. The covered person should escalate in writing to senior management and then to the officers of the organisation, informing the HSR, and should make plain what the exposure means in health terms rather than only in numerical terms. If the position has not changed after escalation and there is no credible timeframe for control, clause 12.4 requires referral to the regulator. Clause 12.7 protects that referral. Losing the account is not a reason not to make it.

A2. "Don't send the results to the workers"

An employer instructs a covered person not to release individual sampling results to the workers who wore the pumps, saying the results will "cause alarm" and are the company's property.

The clauses of the Code engaged: 9.2(d), 11.1, 11.3, 5.2.

The covered person should advise the employer of the obligations under clause 11.1 and the corresponding statutory duties, and record both the instruction and the advice. Where the results disclose a serious risk that workers are unaware of, clause 11.3(c) directs the covered person to Section 12. Providing a worker with their own result is a permitted disclosure under

clause 9.2(d) and does not breach confidentiality. Concern about alarming workers is properly addressed by explaining the result well, not by withholding it.

A3. The other engagement

A consultancy is retained to assess diesel particulate exposure in an underground operation. It also holds a substantial contract with the ventilation contractor whose system will need replacing if the assessment finds exposures elevated.

The clauses of the Code engaged: 8.1, 8.2, 8.3, 8.4, 8.8.

This is a conflict of interest, regardless of whether it influences professional judgement, where it would reasonably be perceived as capable of doing so. It must be disclosed to the client in writing before work begins, and managed, for example by independent review of the findings, or by separating the personnel involved. If those controls cannot make the assessment genuinely independent, clause 8.4 requires withdrawal. A fee arrangement contingent on the outcome would breach clause 8.7 outright.

A4. Signing off on work you did not do

A senior covered person is asked to sign a report prepared by a junior colleague so that it can be issued before a deadline. The covered person has not read the field records or checked the calculations.

The clauses of the Code engaged: 6.8, 6.9, 5.7.

Clause 6.9 prohibits this. The signature is the professional assurance; it cannot be given for work that has not been reviewed. The correct responses are to review the work, to have another competent person review and sign it, or to issue it under the author's own name with a note that senior review is pending. Deadline pressure is not a defence.

A5. The expert who is asked to soften an opinion

A covered person retained by a respondent in a dust disease claim provides an opinion that historical exposures were likely to have exceeded the standards of the day. The instructing solicitor asks the member to remove that paragraph, on the basis that it is "not what we asked you to address".

The causes of the Code engaged: 13.1, 13.2, 13.3, 7.3.

The covered person 's paramount duty is to the court, not to the retaining party. The covered person may properly narrow the scope of a report at the outset, and may correct genuine error, but must not remove a material conclusion because it is unwelcome. If the covered person is instructed to do so, the appropriate course is to decline and, if necessary, to withdraw from the retainer.

End of Code.