

Staff & Contractors Involved in Outside Activities

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Major changes/additions since the last version was approved are indicated by a vertical line in the left hand margin.

1 Introduction

1.1 Purpose

This policy informs staff of the conditions that apply to undertaking work other than their primary employment at Ara, and sets out expectations and responsibilities, in order that arrangements are fair and equitable for individual staff members as well consistent with the values, aims and policies of Ara.

1.2 Scope and Application

This policy applies to:

- a All paid and unpaid work, including acting as a consultant, that is in addition to a staff member or contractor's primary employment or contract with Ara.
- b It also applies to contractors and staff employed as tenured, limited tenure, proportional and part-time staff for the period they are being paid by Ara.
- c People employed or contracted on a casual part-time basis.

1.3 Formal Delegations

Variations to this policy to meet extraordinary circumstances can be approved only by the Director Corporate Services.

1.4 Definitions

- a **Competitor:** An education institution or business providing programmes or other activities or services similar to those of Ara within our region unless it relates to a national programme.

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Related Ara Procedures <ul style="list-style-type: none"> NZQA Quality Assurance Framework Ara Philosophy and Kaupapa 	Related Ara Policies <ul style="list-style-type: none"> CPP102 Disclosure and Management of Conflicts of Interest CPP106 Intellectual Property CPP203 Workload CPP211 Code of Professional Practice CPP214 Human Resources Management CPP101 Marketing Policy
Related Legislation or Other Documentation <ul style="list-style-type: none"> Employment Relations Act 2000 	Good Practice Guidelines (indicate if attached to policy or where they can be found) <ul style="list-style-type: none"> Nil
References <ul style="list-style-type: none"> Nil 	
Notes	

2 Principles

- 2.1 The primary work responsibilities of those employed or contracted to Ara within the scope of this policy are to the Institute.
- 2.2 Ara recognises that other activities outside of Ara that staff may undertake from time to time, may contribute to Ara.
- 2.3 Outside activities are not subject to the values, policies and procedures of Ara and can only be associated with the Institute with specific approval.
- 2.4 A staff member may not act in any way that brings Ara into disrepute.

3 Associated procedures for

Ara Corporate Policy on: Staff and Contractors Involved in Outside Activities

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3.1 General

Any person employed or contracted to Ara within the scope of this Policy may be involved in business ventures or other paid or unpaid work outside the Institute, provided these extra activities are subordinate to, and do not interfere with, their primary employment or contract with Ara. Staff must consult with their manager before undertaking outside work that may conflict with their work at Ara.

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3.2 Responsibilities to Position at Ara

- a If a person's effectiveness in any aspect of their work suffers because of outside work or consultation activities, that person may be asked to choose between them.
- b Staff and contractors employed on proportional or part-time agreements have a right to undertake other employment outside of their times of employment at Ara. If their work at Ara is not at the required standard because of such other work, they may be asked to choose between them.
- c Staff are required by their conditions of service to be on duty for a prescribed number of hours per week, or other arrangements as negotiated. Exceptions to being on duty at these prescribed times must be authorised in advance by the relevant Director or the Chief Executive.
- d Staff and contractors may not undertake work with private clients during scheduled work hours. Any exceptions must have written permission from the relevant Director or the Chief Executive.
- e Staff and contractors are required at the time of engagement to disclose to the relevant manager any outside activities with the potential to compete, conflict, or impact on Ara and to update that manager in the event of any change to this disclosure.

3.3 Use of Ara Resources

- a A staff member, who is applying for paid academic study/sabbatical leave, or any other special leave to undertake Ara/other work, must disclose any known or potential outside remuneration or benefits from that work. Otherwise, the remuneration/benefits must be disclosed as soon as the staff member becomes aware of them. The requirement that staff report any secondary payment/benefits for work done when Ara is paying them applies also to work done in research or professional development time.
- b It is possible that Ara will claim reimbursement for expenses incurred in relation to the work in question in circumstances outlined in "a" above.
- c The essential requirement is that payments/benefits are reported. Any decisions about recovering expenses or any other relevant matter will be made on a case by case basis, by the relevant Director and the Director Human Resources.
- d Ara premises and resources must not be used for any work or consultation or business enterprise that is outside of the staff member's position with, and responsibilities to, the Institute. Any exceptions must have written permission from the relevant Director.
- e Staff and contractors may not use materials and/or resources developed by them while they are working for Ara for any outside business activity, paid or unpaid work or private consultative work. Note that there is a separate policy covering Intellectual Property (*CPP106 Intellectual Property*).
- f Under no circumstances may a staff member or contractor engage any other Ara staff member or contractor for work associated with an outside business enterprise unless that work is done in the staff member's own time and is paid for separately from any Ara salary or invoice payment.

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3.4 Association with Ara

- a The association of an Ara staff member or contractor with Ara, unless formally approved by the relevant Director, must not appear on letterheads or promotional material for any outside activity.
- b Ara addresses or phone numbers must not be used for any paid or unpaid activity that is not part of a staff member or contractor's work at Ara.
- c Staff members or contractors who engage in any activities outside their Ara employment do so as an individual and do not have the right or authority to associate Ara in any way with that activity unless formally approved by relevant Director. Such approval may be subject to specific conditions applying to the activities.
- d When an Ara staff member or contractor is considered an expert in their particular subject area, they may be asked to make public comment on issues in that area. In such cases they may not claim to be speaking as a representative of Ara, or to be representing the position of Ara, unless that has been formally approved by relevant Director and compliant with *CPP101 Marketing Policy*. Comment will be on the basis of their personal knowledge and/or experience in the field.

3.5 Conflicts of Interest

- a Any conflicts of interest must be disclosed and managed in accordance with the *CPP102 Disclosure and Management of Conflicts of Interest Policy*.
- b The *CPP102 Disclosure and Management of Conflicts of Interest Policy* requires that staff and contractors consult with their managers before undertaking any work that might conflict with their work at Ara.
- c If a firm in which a staff member or contractor has a financial interest tenders goods or services to Ara, the interest must be disclosed and managed in accordance with the *CPP102 Disclosure and Management of Conflicts of Interest Policy*.
- d Ara may choose not to employ a particular applicant because of a foreseeable conflict of interest. This provision can be applied to an applicant for a position at Ara who will be concurrently employed by a competitor to Ara. Decisions on this matter will be made by the relevant Director and the Director Human Resources.

3.6 Employment with a Competitor to Ara

When an Ara staff member or contractor obtains concurrent employment or contracts with a competitor, Ara reserves the right to investigate the consequences of such employment for the Institute and the staff member or contractor may be asked to choose between the two positions or contracts.

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