Policy on Employed Staff Contracting with a 3\textsuperscript{rd} Party Organisation
1. Introduction

1.1. Northern Ireland Guardian ad Litem Agency (NIGALA) has the status of Special Agency in Northern Ireland under powers contained in the Health and Personal Social Services (Special Agencies) (Northern Ireland) Order 1990. The NIGALA is responsible for the provision of Guardians ad Litem appointed by the Courts in specified public law proceedings (Article 60(6), Children (NI) Order 1995) and in adoption proceedings (Article 66, Adoption (NI) Order 1987).

1.2. Each employed staff member of NIGALA has a duty to abide by the Agenda for Change terms and conditions and in particular this policy applies and is directly linked to clause 21 of the employment contract and as such forms part of your contract – Clause 21 states:

21. Additional Employment / Other Activities

You should note that while you are free to do what you choose in your spare time, this freedom brings with it the responsibility of ensuring that you do not engage in any spare time activity which would bring into question your loyalty and reliability, in any way weaken public confidence in the conduct of the Agency’s business or in any other way prevent the efficient performance of your official duties. You are reminded that inappropriate behaviour outside working hours (including at Agency functions) may constitute misconduct in some circumstances and will be dealt with in accordance with the Agency’s disciplinary procedures. If you are in any doubt about the propriety of engaging in any additional employment or other activity you should seek and accept the advice of the Agency. Initial enquiries should be made to your manager. Any payment, which you receive as a direct consequence of being an Agency employee, should be surrendered to the Agency, unless the Agency directs otherwise.

1.3 Further to the contractual undertaking in clause 21 above this policy sets out in more detail the parameters within which an employed staff member can engage in other employment with another organisation (hereinafter referred to as ‘3rd party contractor).
1.4 Subject to the staff members obligations to NIGALA under the employment contract and this policy the staff member may engage in other work or undertake employment which is not in breach of NIGALA’s ‘Code of Conduct’ policy and which does not affect the staff members ability to provide the NIGALA service.

1.5 The staff member must be able to demonstrate that work for the 3rd party contractor does not result in (a) delay in fixing court dates (b) meeting court deadlines, (c) regular non-attendance at NIGALA training events/staff meetings or

2. **Notification Process for 3rd Party Work**

2.1. At the point a staff member is considering making an application to undertake 3rd party employment they must, without undue delay, advise his/her line manager if they plan to take up other employment/work with a 3rd party contractor.

2.2. In response, the staff members line manager must convene a meeting with them as soon as is reasonably practicable in order to discuss the nature of such employment/activities and any issues for the Agency and/or the staff member arising out of the proposed additional employment/work and to agree a way forward. A record of this meeting should be held on the staff members personnel file.

2.3. At any time if the demands of other non NIGALA related work performed by the staff member are having or may have a negative impact on the work of NIGALA, (Example. A commitment to a time/date relating to the non Agency work with the other organisation means that the staff member is unable to attend court, LAC review, visit, etc) the Line Manager and/or the staff member should convene a meeting to discuss the issues and agree a way forward taking into consideration the need to prioritise NIGALA work at all times. A record of this meeting should be held on the staff members personnel file.
2.4. Where a staff member disagrees with a decision taken by a Line Manager under this policy, the staff member has recourse to the NIGALA Grievance Policy.

3. **NIGALA Expectations from a Guardian ad Litem Engaging in 3\textsuperscript{rd} Party Work**

3.1. The staff member must maintain his/her on-line diary/schedule evidencing hours worked and when not working for NIGALA in a format specified by NIGALA in order to ensure accountability and compliance with the working time directive which requires the Agency to ensure the employee gets appropriate daily and weekly rest breaks and does not exceed the maximum permitted hours of work per week set at an average of 48 hours over a 6 week period\textsuperscript{1}.

3.2. The staff member must ensure that they comply with the NIGALA Health, Safety and Wellbeing policy and ensure that work for a 3\textsuperscript{rd} party does not impact on their health and well being and their ability to conduct work for NIGALA.

3.3. The staff member should attend staff meetings and in-service training as may be reasonably required by NIGALA management.

**Conflict of Interests**

3.4. The staff member must notify immediately his/her Line Manager of any potential conflict of interest (or perceived conflict) arising from work with the 3\textsuperscript{rd} party contractor that will or could impact on the work of NIGALA.

3.5. The staff member must not conduct any work for any 3\textsuperscript{rd} party contractor whilst on sick leave from NIGALA unless this work has been approved by NIGALA’s Occupational Health advisor

\textsuperscript{1} European Working Time Directive
3.6. The staff member must not carry out any work outside their area of professional competence even at the bequest of a 3rd party contractor.

3.7. The staff member must take positive steps to inform the 3rd party that they are not acting as a NIGALA staff member and must not hold him/herself out as an Agency employee when performing work for a 3rd party, and does not use Agency equipment/resources, to perform this work or perform same on Agency time or use their position to obtain outside work.

3.8. The staff member must inform his/her line manager immediately if he/she has been reported to their professional body in respect of any matter while engaged in work for a 3rd party.

3.9. Where work for a 3rd party leads to a case under Public Order Proceedings or Adoption Order Proceedings the staff member who has acted as an independent Social Worker will immediately withdraw their services to the 3rd party contractor once the notification to the Court is known.

4. Availability

4.1. The staff member will ensure that their contracted working time hours for NIGALA are fulfilled on a weekly basis and in particular Guardians ad Litem must ensure that they remain available for allocation of new case work as outlined in the NIGALA allocation procedure. Take-up of new cases is managed through the Guardian Case Information System (GCIS) and monitored via key performance indicators which are reviewed at supervision and appraisal.

4.2. Should the staff member seek a reduction in hours in order to meet the requirements of non NIGALA work, they may make such an application to NIGALA, but there is no obligation on the part of NIGALA to approve such a request as this will be determined by the exigencies of the service.
5. Complaints

5.1. The staff member must inform the Agency of any complaint made against him/her to another organisation and in particular a Guardian ad Litem must notify their line manager immediately of any complaint in respect of their performance of work as an Independent Social Worker to allow the Agency to determine its relevance or potential relevance to their employment with the Agency or a complaint made via the NISCC.

6. Restriction on the Sharing of NIGALA Property (includes systems, materials, data, publications)

6.1. The staff member shall not, without prior written authority of NIGALA provide information to any person or body, as to the procedures, practices and activities of the NIGALA whether for a fee or not and this shall prohibit the staff member (and without prejudice to the generality hereof) in the writing of articles, books, Instruction Manuals, the giving or preparation of seminars, workshops, talks or courses, the making of videos, films or similar nor the advertising of the staff members expertise gained whilst working for the NIGALA throughout any medium including the internet.

6.2. No personal data, sensitive personal data or corporate information of the third party organisation shall be stored in electronic format (s) or hard copy in any NIGALA systems or premises. The obligation remains with the third party organisation to ensure adequate information processing and storage facilities at all times.

7. Sharing of Information for the Prevention of Fraud or Crime

7.1. NIGALA reserves the right to seek and to share financial and other relevant information concerning the staff member with any other third party who employs or engages the services of the staff member, for the purpose of preventing and detecting crime including fraud.
8. Contractual Obligation

8.1. In accordance with clause 21 of the employed contract the staff member will be required to give priority to the interests and demands of their work for NIGALA.

8.2. Should the staff member fail to fulfil any of his/her obligations under this policy, or is found guilty of any professional misconduct when working for the 3rd party contractor, or has conducted him/herself in a way which may bring the NIGALA into disrepute he/she will be in breach of their contract of employment and may be subject to disciplinary action.

9. Declaration and Signature

Please confirm that you have read and understand the content of this policy and your obligations contained therein by signing two copies of this policy and returning one to the Agency.

SIGNED by NIGALA Staff Member

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Signature

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Name of Employee