

Policy Name	Conflict of Interest		
Policy #	711	Category	HUMAN RESOURCES
Steward	Manager, Human Resources	Date Approved	February 1, 2024
Next Review Date		Date Reviewed or Revised	

POLICY

Suncrest College employees are responsible for carrying out their duties and responsibilities in an ethical manner while also protecting the integrity of the College as a whole. Trust and confidence in the College can only be sustained if all forms of conflict are disclosed and resolved. Employees are required to immediately disclose, and subsequently resolve, any actual or potential conflicts of interest.

Suncrest College supports and encourages the right of employees to be involved in activities and other ventures as citizens of the community. The purpose of this policy is to outline the circumstances under which an employee of the College may be in, or may be perceived to be in, a conflict of interest.

Suncrest College employees shall avoid circumstances which place them in real or perceived conflict of interest situations in the course of fulfilling their employment duties and responsibilities. College employees shall disclose all issues that have the potential of conflict of interest for evaluation.

Recognizing Conflicts of Interest

There are a variety of situations that could give rise to a conflict of interest. Without limitation, the following are some types of conduct that may constitute a conflict of interest:

1. Operating an outside business whether as owner, employee, partner, officer, or director, in direct competition with Suncrest College services, or on Suncrest College premises or time, which may include telephone calls, use of College resources, use of College facilities, grounds, resources, materials, equipment, mail services, etc.
2. Using the name of the College, College letterhead, and/ or instructional materials when engaging in supplementary professional activities or other outside activities to advance personal interest.
3. Performing outside employment that impairs the employee's performance, duty, and workload capabilities at the College.

4. Divulging confidential or restricted information to any unauthorized persons or releasing such information in advance of authorization for its release.
5. Acting in any official manner where there is a personal interest, which is incompatible with an unbiased exercise of official judgment.
6. Placing oneself in a position where one is under obligation to any person or organization that might benefit from improper consideration or favor or seek in any way to gain improper treatment in the discharge of the employee's official duties and responsibilities.
7. Accepting gifts, favors, or services from any individual or organization doing business with Suncrest College, other than the normal exchange of hospitality between persons doing business, or presentations of gifts as a part of protocol.
8. Being party to a material contract or proposed material contract with the College or being a director/officer of, or having a material interest in, any person who is a party to material contract or proposed material contract with the college. This might look like, influencing Suncrest College to purchase goods or services from a supplier owned by the employee's family member, relative, or a business in which they have a vested interest.
9. Acting on an external board, council, association, or any other organization that has a material influence, or might reasonably be expected to have a material influence on any function of the College. Employees are expected to remain impartial and retain the perception of impartiality in relation to their duties and responsibilities with the college.
10. Placing oneself in a position where working relationships could be/are affected by family or personal relationships. Specifically, without limitation.
 - a) Employees who are direct relatives, immediate family members (i.e., spouse, common-law spouse, son, son-in-law, daughter, daughter-in-law, father, mother, father-in-law, mother-in-law, brother, sister, grandchildren, and grandparents) or persons who share the same household, shall not be employed in situations where:
 - a reporting relationship exists where one has influence, input, or decision-making power over the employee's performance, evaluation, salary, potential for promotion, conditions of work, and similar matters or;
 - the relationship affords an opportunity for collusion between the two employees which could have a detrimental effect on Suncrest College.
 - b) Employees who are direct relatives with a Suncrest College learner, employees who share the same household with a Suncrest College learner, employees who share financial interests with a Suncrest College learner, or employees who have an intimate personal relationship with a Suncrest College learner shall not be employed in situations where the employee instructs, supervises, counsels or evaluates that learner.
 - c) Suncrest College employees should recognize that engaging in an intimate personal relationship with a Suncrest College learner may constitute or give rise to a subsequent claim that the relationship is or was sexual harassment.

Guidelines for Policy Adherence:

1. Employees are to disqualify themselves as participants in personnel decisions when their objectivity would be compromised for any reason in staffing actions involving direct relatives and or immediate family members.
2. Employment applications of immediate family members will be accepted and given the same consideration as all other applications, based on the qualifications for the position.
3. To avoid a potential conflict of interest, the qualified application of an immediate family member of an employee shall be reported to Human Resources prior to short-listing applications. Where there is a reasonable question of cause for conflict of interest or favoritism, the College may deny employment based on a reporting relationship between immediate family members, or those sharing the same household.
4. An employee shall disclose and discuss with his / her supervisor any potential or actual conflict of interest that may arise if an employee takes on additional employment, either outside or within the College, prior to accepting such employment.
5. Employees may teach for other education institutions and be directly employed by them provided that:
 - a) the employee receives written approval from Human Resources and his or her supervisor prior to accepting this employment. Written requests must be submitted thirty days in advance of employment starting.
 - b) the college information protection and privacy is respected;
 - c) course preparation, instruction and marking is done on the employee's own time.
 - d) teaching occurs outside regular working hours of current Suncrest College position; and
 - e) no other real or perceived conflict of interest arises. If the teaching opportunity occurs within the regular working hours of the current Suncrest College position and meets all the above criteria, the employee must request to have their hours of their current position reduced to accommodate the teaching opportunity.

Written requests received less than thirty days in advance of employment starting, may be accepted upon approval from an out-of-scope supervisor.

6. Employees may attain a concurrent employment contract at Suncrest College in addition to their current position at Suncrest College provided that:
 - a) the employee receives written approval from Human Resources and his or her supervisor prior to accepting this additional employment. Written requests must be submitted thirty days in advance of employment starting.
 - b) any work duties, course preparation, instruction and marking is done within the appropriate working hours of the position.
 - c) concurrent employment contract does not trigger over time.
 - d) request adheres to Policy #704 *Concurrent Contracts*.
 - e) no other real or perceived conflict of interest arises.

Written requests received less than thirty days in advance of employment starting, may be accepted upon approval from an out-of-scope supervisor.

7. Employees may be asked to provide personal tutoring to learners whereby the learner provides payment for services directly to the employee. Suncrest College may approve this arrangement provided that:
 - a) the employee receives written approval from Human Resources and his or her supervisor prior to accepting this employment, written requests must be submitted thirty days in advance of employment starting.
 - b) the college information protection and privacy is respected.
 - c) tutoring and preparation is done on the employee's own time and off campus.
 - d) employee is not in a potential unequal power relationship (i.e.: employee is not the Instructor in the program the learner is in.
 - e) employee does not work in the program area that the learner is in; and
 - f) no other real or perceived conflict of interest arises.

Written requests received less than thirty days in advance of employment starting, may be accepted upon approval from an out-of-scope supervisor.

Exceptions may be made provided if the Chief Executive Officer, upon review, finds it essential to do so in order to meet operational needs; and is satisfied that sufficient safeguards are in place to ensure that Suncrest College's interests are not compromised

PRINCIPLES

There are four major principles to follow to determine when there may be an actual or perceived conflict of interest for those topics not specifically covered:

1. Suncrest College staff are required to disclose and discuss in confidence with their direct line out-of-scope supervisor any action or situation which may be perceived as a potential conflict of interest. When private interests are freely declared, the possibility of a conflict of interest is lessened.
2. Employees should enjoy the same rights in their private dealings as any other individual, unless it can be demonstrated that a restriction is essential to the College's best interests.
3. Suncrest College does not pay for the same service twice. Employees shall not accept monetary or other payment, in addition to normal salary or expenses, for duties which they perform over the course of their employment with the College.
4. Suncrest College is required to deal with any potential conflict of interest situations discovered, including those which are not disclosed.

SCOPE

This policy applies to all Suncrest College employees.

DEFINITIONS

Employee: Any full or part-time, in-scope or out-of-scope, person employed by Suncrest College.

Confidential Information: Includes, but is not limited to, proprietary, technical, operational, business, financial, or legal information about Suncrest College, its employees, suppliers and contractors, and student information.

Conflict of Interest: Any situation in which a College employee, whether for himself/herself or some other person(s), attempts to promote a private or personal interest which could result in:

- an interference with the objective exercise of Suncrest College duties; or
- a gain, benefit, or advantage of financial or personal nature, or otherwise, by virtue of his/her position in Suncrest College.

In general, a conflict of interest exists when employees use their positions at Suncrest College for personal advantage or to benefit friends, family or relatives, business associates, corporations, unions or partnerships, or the interest of a person to whom the employee owes an obligation.

Immediate Family: For the purpose of this policy, “immediate family” is defined as the employee’s spouse, common-law spouse, son, son-in-law, daughter, daughter-in-law, father, mother, father-in-law, mother-in-law, brother, sister, grandchild, or grandparent.

PROCEDURES

Duties of Employees / Disclosure

1. The responsibility for identifying potential conflict of interest rests primarily with the employee.
2. If a supervisor or other employee is aware of an existing, or potential, unreported conflict of interest situation, it is his or her responsibility to bring the matter to the attention of the affected employee and the appropriate, immediate out-of-scope supervisor.
3. Where an employee considers that a potential conflict of interest may exist, the employee shall immediately notify their out-of-scope supervisor in writing. All disclosure statements are to be treated with strict confidentiality. All information collected pursuant to investigation of the matter, and all files created pursuant to this section, shall remain confidential unless determined otherwise by judicial process or operation of law.
4. The out-of-scope supervisor shall ensure the disclosure statement will be filed in the Human Resources Office.

Resolution

1. Where it is determined that a potential conflict of interest does exist, the out-of-scope supervisor responsible shall review the situation and in consultation with the employee, shall then mutually resolve the matter with the employee.
2. In the event that the matter cannot be resolved to a mutual satisfaction between the employee and the College, then the matter will be referred to the Director of Human Resources or CEO who will make a determination and prescribe a course of action.
3. Each potential conflict of interest and situation will be treated as a separate entity.
4. Human Resources will ensure a letter is placed on the employee's personnel file with a copy to the employee, indicating the manner in which the matter has concluded.
5. Except as required by judicial process or law, any information disclosed by the employee shall be held in strict confidence and available only to those responsible for review of such matters.

Appeal Process

Employees disputing the determination shall have the right to appeal to the Chief Executive Officer.

Discipline

Failure to follow the policy as outlined may result in disciplinary action, up to and including termination.

LEGISLATIVE AND COLLECTIVE AGREEMENT REFERENCES

N/A

LINKS TO OTHER RELATED POLICIES, DOCUMENTS, AND WEBSITES

Policy #704 Concurrent Contracts

Policy #515 Solicitation and Acceptance of Gifts