

Article __: Outside Activity

Section 1. The University encourages its faculty members to engage in outside activities that will advance the University's mission, increase their effectiveness and broaden their experience in relation to their institutional responsibilities, be of service to the community, the private sector, and the nation. Thus, the University recognizes that bargaining unit members may currently, or in the future, perform paid or unpaid activities outside the University. Outside activities are defined as any work, activity, or employment, including self-employment, which is not contracted for through the University.

Section 2. Scope. A bargaining unit member shall perform only paid or unpaid outside activities which are consistent with the mission of the University and do not interfere with the full and faithful performance of the member's obligations to the University, do not legally or ethically conflict with the proper discharge of member's University responsibilities, comply with all University rules and policies, and do not violate the Oregon Government Ethics Law.

Paid or unpaid activities outside the University shall not exceed one (1) day during the course of a week, which is defined as seven (7) calendar days.

Section 3. Approval, Change, and Renewal. Effective upon ratification of this Agreement, any bargaining unit member who wishes to perform paid or unpaid activities outside the University must receive prior approval from the Provost to perform such by completing an Outside Activity Approval Request form and filing such with their respective Dean who shall recommend approval or denial to the Provost.

Within ninety calendar (90) days of ratification of this Agreement, all bargaining unit members currently performing paid or unpaid activities outside the University, either previously approved or otherwise, as of the date of ratification shall complete an Outside Activity Approval Request form and file such with their respective Dean who shall recommend approval or denial to the Provost.

The Provost reserves the sole and exclusive right to approve or deny a bargaining unit member's performance of any current or future paid or unpaid activity outside the University and shall do so within fourteen (14) calendar days of receipt of the recommendation from the Dean. A denial may be appealed to the President within seven (7) calendar days, who shall issue a final decision within fourteen (14) calendar days from receipt of the appeal. The Provost's initial decision and the President's final decision are not subject to the grievance process under this Agreement.

*Oregon Tech reserves the right to add to, modify, or amend proposals during the course of negotiations.

If a bargaining unit member's request is denied by the Provost and not appealed, or denied by the President after appeal, the bargaining unit member must cease the outside activity within fourteen (14) calendar days from the final decision and send written notification of cessation to the bargaining unit member's Dean and Provost.

An approval is valid for twelve (12) calendar months or until the performance of the approved paid or unpaid activity outside the University changes, whichever is earlier. In either case (expiration of the time period or a change), an approval is required to continue.

Failure to receive approval for the performance of any initial, change in, or renewal of a paid or unpaid activity outside the University may result in termination of employment by the University.

Section 4. If approved, the bargaining unit member must make it clear that in the performance of the paid or unpaid activity outside the University the bargaining unit member is acting in an individual capacity and does not speak, write, or act in the name of the University or directly represent it. Thus, the bargaining unit member may not list their university telephone number, address, or email in commercial listings or other public documents, the purpose of which is to draw attention to the individual's availability for compensated or uncompensated service.

Furthermore, the performance of a paid or unpaid activity outside the University must not involve the use of the University name, logo, letterhead, property, facilities, equipment, or services.

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