

ARTICLE [x]. OUTSIDE ACTIVITIES

Section 1. General Provisions.

~~Oregon Tech~~~~Oregon Institute of Technology~~ encourages its bargaining unit faculty members to engage in outside activities that will increase their effectiveness and broaden their experience in relation to their institutional responsibilities, which will also be of service to the community, the public and private sector and the nation. ~~Oregon Tech~~~~The University~~ recognizes that bargaining unit members may currently, or in the future perform paid or unpaid activities outside the ~~U~~university provided that they are disclosed according to the ~~u~~university policy and the terms of this ~~A~~agreement.

Outside activities are defined as paid work, paid activity, or paid employment, excluding self-employment which is not contracted for through the university.

Section 2. Activities Not Considered Outside of Institutional Obligations.

Teaching, research, various creative work, publishing, lecturing, advising governmental agencies, serving on advisory boards, membership or service in professional societies, and other similar activities are considered regular work duties, provided that (1) the activities are related to the faculty member's professional work; and (2) no compensation is received other than royalties from publications or small honoraria typically given for such service.

Section 3. Primary Employer.

All bargaining unit members shall consider ~~Oregon Tech~~~~OFF~~ as their primary employer. As such, bargaining unit members shall not allow outside activities to substantially interfere with their performance as faculty, and all the associated duties. If there is a schedule or other conflict between an ~~Oregon Tech~~~~OFF~~ duty and an outside activity, the faculty member shall give preference to the ~~Oregon Tech~~~~OFF~~ duty. Exceptions to this must be approved by the faculty member's department chair.

Unpaid outside activities are not covered in the scope of this agreement so long as they do not legally conflict with the obligations and responsibilities to ~~Oregon Tech~~~~OFF~~. Unpaid outside activities are outside the scope of this agreement and will not require approval from ~~Oregon Tech~~~~OFF~~.

In the event that a bargaining unit member wishes to use university resources, ~~S~~section 5 shall apply.

For bargaining unit members during their contract dates, paid outside activities shall not exceed one (1) day during the course of a work week, which for the purposes of this article is defined as a five (5) day period of Monday to Friday.

Faculty duties include preparing for and teaching ~~Oregon Tech~~~~OFF~~ courses, grading student work for OIT courses, service on behalf of the institution, professional development or other creative work, and any other duties assigned to a faculty member that are consistent with this CBA, and on behalf of the university.

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42 Section 4. Conflict of Interest.

43 If a bargaining unit faculty member, while on personal time, engages in outside activities that create
44 a potential conflict of interest, the faculty member shall provide written disclosure to their
45 department chair.

46 Any activity that competes with Oregon Tech's OIT's mission is considered a conflict of interest.

47 Any activity that undermines Oregon Tech's OIT's mission is considered a conflict of interest. All
48 paid outside activity must comply with University rules and policies, and must not violate the
49 Oregon Government Ethics Law.

50 Bargaining unit faculty members will make it clear that they do not represent the university and are
51 acting in an individual capacity. They will not use their university telephone number address, or
52 email, University name, logo, and letterhead.

53 Within ninety (90) days of successful ratification of all articles in negotiation, bargaining unit
54 members currently performing any paid activities outside Oregon Tech OIT, must obtain
55 authorization to continue performing paid activities outside of Oregon Tech OIT.

56 Bargaining unit members will submit ~~requests~~ request for ~~authorization~~ authorisation to perform paid
57 activities outside of Oregon Tech OIT to their respective Dean. If the ~~D~~ean accepts the request, the
58 request will be forwarded to the ~~P~~rovost. If the request is denied, then the ~~D~~ean shall provide
59 written reasons for denial to the bargaining unit member within thirty (30) calendar days of original
60 request.

61 A denial may be appealed to the ~~P~~rovost within fourteen (14) calendar days ~~from the written notice~~
62 received by the bargaining unit member from their respective Dean. The Provost ~~who~~ shall issue a
63 final decision within thirty (30) calendar days of receipt of the appeal. A denial ~~from the Provost~~
64 shall include written ~~notice, with~~ reasons for the denial.

65 If a bargaining unit member's request is denied by the Dean and not appealed, the bargaining
66 unit member must cease the outside activity within thirty (30) calendar days ~~from the notice~~
67 of the ~~final~~ Dean's decision and ~~the member shall~~ send notification of cessation of outside
68 employment ~~activity~~ to the bargaining unit member's Dean.

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70 The bargaining unit faculty member will be able to continue the outside activity until a final response
71 is received from ~~this~~ approval process. This process is subject to the grievance article.

72 An approval is valid for twelve (12) calendar months or until the scope of employment with Oregon
73 Tech OIT or the outside work changes, whichever is earlier. Should the scope of employment
74 change, bargaining unit member shall notify Oregon Tech OIT within ninety (90) days of change.
75 The outside employment can continue until a final response is received from the appeal process.

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77 Section 5. Use of OIT-Oregon Tech's Facilities, Equipment, Supplies, and Brand.

78 When a bargaining unit faculty member is engaged in outside activities, they are not representing
79 ~~Oregon TechOFF~~. For that reason, they are not allowed to use ~~Oregon TechOFF~~-facilities,
80 equipment, supplies (including letterhead), or brand without written approval from the provost.
81 Bargaining unit faculty members are not allowed to use their ~~Oregon TechOFF~~-phone number or
82 email as a contact related to outside activities. A faculty member is not allowed to claim to be
83 representing ~~Oregon TechOFF~~ while engaged in any outside activity.

84 This section does not prohibit incidental use of facilities or equipment. For example, if a faculty
85 member uses a private email address for an outside activity, but uses an ~~Oregon TechOFF~~-computer
86 to respond to an email for that outside activity, that is considered incidental use provided that such
87 use does not interfere with the faculty member performing their ~~Oregon TechOFF~~-related duties.

88 If the use of ~~Oregon TechOFF~~ branding is mutually beneficial to ~~Oregon TechOFF~~ and the outside
89 activity, the faculty may request use of ~~Oregon TechOFF~~ facilities, Equipment, Supplies, university
90 telephone number, address, email, ~~u~~University name, logo, and letterhead. Written approval must be
91 granted by the Provost. Once faculty submit a written request for use to ~~P~~provost, a response will be
92 given within seven (7) business days.

93

94 Section 6. Personal Time.

95 For the duration of the contract between ~~the Oregon TechEmployer~~ and the bargaining unit faculty
96 member, any time that is not required for fulfilling ~~Oregon TechOFF~~-related duties is considered a
97 faculty member's personal time. ~~Oregon TechOFF~~ does not place any restrictions on what a
98 bargaining unit faculty member does on their personal time provided the activity does not violate
99 Sections 3 ~~through~~ -5 of this ~~A~~article.