

Black text – original

Orange text – OTAAUP suggested additions

~~Orange strikethrough – OTAAUP suggested deletions~~

Blue text – Oregon Tech

Article ~~10X~~: Outside Activities

Section 1. Oregon Tech encourages its bargaining unit members to engage in outside activities that will advance Oregon Tech’s mission, increase their effectiveness and broaden their experience in relation to their institutional responsibilities, be of service to the community, the public and private sector, and the nation. Thus, Oregon Tech recognizes that bargaining unit members may currently, or in the future, perform paid or unpaid activities outside Oregon Tech provided that they are disclosed according to Oregon Tech policy and the terms of this Agreement. However, Oregon Tech is the primary place of employment, and the University shall have the right to compel a bargaining unit member to curtail or terminate outside activities that create a conflict of interest, interfere with the performance of the bargaining unit member’s obligations and responsibilities, or would otherwise violate applicable state or federal law.

Section 2. Professionally-Related Activities Not Considered Outside. Teaching, research, publishing, lecturing, advising governmental agencies, serving on advisory boards and membership in professional societies are not considered outside activities, provided that:

- 1) the activities are directly related to the bargaining unit member’s professional field or assigned duties; and,
- 2) if applicable, compensation is provided by Oregon Tech, or nominal compensation is ~~is received, if applicable, is typical other than royalties from publications or small honoraria typically given~~ for such service.

Section 3. Scope. “Outside activities” shall mean any private practice, private consulting, additional teaching, research, employment, or other activity (whether paid or unpaid), which is not part of the bargaining unit member’s assigned duties and for which Oregon Tech has provided no compensation. A bargaining unit member may perform only ~~paid or unpaid~~ outside activities that do not interfere or legally or ethically conflict with the full and faithful performance of the member’s obligations and responsibilities to Oregon Tech, comply with all University rules and policies, and do not violate the Oregon Government Ethics Law.

All bargaining unit members will be required to fully and accurately disclose outside activities in accordance with Section 4, below

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~~For full-time bargaining unit members, paid activities outside Oregon Tech shall not exceed one (1) day during the course of a week, which is defined as five (5) calendar days. For part-time bargaining unit members, paid activities are inversely prorated by FTE.~~

~~Where the performance of unpaid outside activities conforms with these requirements, the bargaining unit member need not seek approval as outlined in Section 4, below, but shall comply with Section 5, below.~~

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Section 4. Report, Change, and Renewal. All bargaining unit members are required to report outside activities to their Department Chair and Dean, before the outside activity begins using the Outside Activities Report form. The University will review and consider requests to engage in outside activities in accordance with Section 5. Upon submitting an Outside Activities Report form, the bargaining unit member may proceed with such outside activity, unless or until notified that they must delay, suspend, or terminate the outside activity.

~~Effective upon ratification of this Agreement, any bargaining unit member who wishes to perform paid activities outside Oregon Tech must notify their department chair, dean and provost, obtain authorization from the Provost to perform such before the activity begins by completing an Outside Activity Report Approval Request form, and filing such with their respective Dean who shall recommend approval or denial to the Provost. At the beginning of each academic year, all bargaining unit members shall provide notification of any paid outside activity on the Outside Activities Report Request form. The Provost reserves the sole and exclusive right to approve or deny~~

All bargaining unit members shall timely and accurately submit the Outside Activities Report form:

1. Within thirty (30) days of ratification of this Agreement;
2. With sufficient advance notice of the anticipated start date of the reported outside activity;
3. At the beginning of each academic year, including for outside activity of a continuing nature; and
4. At any time when there is significant change in the activity originally reported (e.g., nature, extent, time commitment, funding, etc.)

The Outside Activities Report Form is valid for the academic year in which the form was submitted, unless the activity outside Oregon Tech changes, whichever is earlier. In the event of a change, approval is required before the outside activity can continue. Failure to submit timely and accurately an Outside Activities Report form in time or suspend or cease outside activity may result in discipline, up to and including termination of employment, by Oregon Tech. The University's final decision is not subject to the grievance process under this Agreement.

~~Within sixty calendar (60) days of ratification of this Agreement, all bargaining unit members currently performing paid activities outside Oregon Tech, either previously approved or~~

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~~otherwise, as of the date of ratification must obtain authorization to continue performing paid activities outside Oregon Tech. Bargaining unit members must complete an Outside Activity Approval Request form and file such with their respective College 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 activity outside Oregon Tech and shall do so within fourteen (14) calendar days of receipt of the recommendation from the College 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.~~

~~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.~~

~~Notification and the report of Outside Activities is valid for twelve (12) calendar months or until the scope or employment commitment of the approved paid activity outside Oregon Tech changes, whichever is earlier. In either case (expiration of the time period or a change), an approval is required before the activity can continue.~~

~~Failure to receive approval for the performance of any initial, change in, or renewal of a paid activity outside Oregon Tech may result in discipline, up to and including termination of employment, by Oregon Tech. The University's final decision is not subject to the grievance process under this Agreement.~~

Section 5. Review of Outside Activities. Oregon Tech reserves the sole right to determine whether the proposed outside activity may interfere or conflict with the bargaining unit member's full and faithful performance of their obligations and responsibilities to Oregon Tech, is directly competitive with any of its academic programs, events, research, or activities, and complies with all University rules and policies, and applicable law.

The Department Chair and the Dean shall review proposed outside activities to ensure that this proposed activity does not conflict or compete with the full and faithful execution of the bargaining unit members duties to Oregon Tech. If Oregon Tech determines that the outside activity may present a conflict of interest or is interfering with the bargaining unit member's professional performance, duties, or obligations, Oregon Tech will inform the bargaining unit member to suspend or terminate the outside activity.

Bargaining unit members shall refrain from teaching at other colleges or universities during the term of their appointment until the matter has been approved.

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For full-time bargaining unit members, paid outside activities shall not exceed one (1) day during the course of a week, which is defined as five (5) calendar days. For part-time bargaining unit members, paid activities are inversely prorated by FTE.

The University's final decision is not subject to the grievance process under this Agreement.

Section 6. Use of Oregon Tech Resources. A bargaining unit member engaged in outside activities shall not use University resources, including, but not limited to, Oregon Tech's name, logo, letterhead, property, facilities, equipment, or services in connection with such outside activity without prior approval of the Provost or designee.

Section 7. No Oregon Tech Affiliation. A bargaining unit member engaging in an outside activity shall take reasonable precautions to ensure that the outside employer or other recipient of services understands that the bargaining unit member is engaging in such outside activity as a private citizen and not as an employee, agent, or spokesperson of the University.

~~**Section 45.** If approved, the bargaining unit member must make it clear that in the performance of the paid or unpaid activity outside Oregon Tech the bargaining unit member is acting in an individual capacity and does not speak, write, or act in the name of Oregon Tech or directly represent it. Thus, the bargaining unit member may not, without permission, list their Oregon Tech 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 The performance of a paid or unpaid activity outside Oregon Tech must not involve the use of Oregon Tech name, logo, letterhead, property, facilities, equipment, or services.~~

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