

1 **ARTICLE [x]. OUTSIDE ACTIVITIES**  
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3 **Section 1. General Provisions.**

4 Oregon Institute of Technology encourages its bargaining unit faculty members to engage in outside  
5 activities that will increase their effectiveness and broaden their experience in relation to their  
6 institutional responsibilities, which will also be of service to the community, the public and private  
7 sector and the nation.  
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9 **Section 2. Activities Not Considered Outside of Institutional Obligations.**

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

15 **Section 3. Primary Employer.**

16 All bargaining unit members classified as faculty at 0.5 FTE or greater shall consider OIT as their  
17 primary employer. As such, bargaining unit members shall not allow outside activities to  
18 substantially interfere with their performance as faculty, and all the associated duties. If there is a  
19 schedule or other conflict between an OIT duty and an outside activity, the faculty member shall  
20 give preference to the OIT duty. Exceptions to this must be approved by the faculty member's  
21 department chair.

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

26 **Section 4. Conflict of Interest.**

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

30 Any activity that competes with OIT's mission is considered a conflict of interest. Any activity that  
31 undermines OIT's mission is considered a conflict of interest.

32 **Section 5. Use of OIT Facilities, Equipment, Supplies, and Brand.**

33 When a bargaining unit faculty member is engaged in outside activities, they are not representing  
34 OIT. For that reason, they are not allowed to use OIT facilities, equipment, supplies (including  
35 letterhead), or brand. Bargaining unit faculty members are not allowed to use their OIT phone  
36 number or email as a contact related to outside activities. A faculty member is not allowed to claim  
37 to be representing OIT while engaged in any outside activity.

\*OT-AAUP reserves the right to add to, modify, or amend proposals during the course of negotiations.

38 This section does not prohibit incidental use of facilities or equipment. For example, if a faculty  
39 member uses a private email address for an outside activity, but uses an OIT computer to respond  
40 to an email for that outside activity, that is considered incidental use provided that such use does not  
41 interfere with the faculty member performing their OIT related duties.

#### 42 **Section 6. Personal Time.**

43 For the duration of the contract between the Employer and the bargaining unit faculty member, any  
44 time that is not required for fulfilling OIT related duties is considered a faculty member's personal  
45 time. This shall include evenings and weekends (provided the faculty member isn't required to teach  
46 evening or weekend classes), summers for nine month employees, university sanctioned holidays,  
47 and any other time that is not needed for OIT related duties.

48 OIT does not place any restrictions on what a bargaining unit faculty member does on their personal  
49 time provided the activity does not violate Sections 3-5 of this article.