

ARTICLE 29
ADDITIONAL EMPLOYMENT

29.§1 **PRINCIPLE**. The faculty member's primary professional responsibility is to perform satisfactorily all of his/her University duties and assignments; therefore, Western expects that no faculty member will engage in any employment or activity that may prevent him/her from fulfilling that obligation.

29.§2 **PROFESSIONAL WORK**. Professional activities for financial **or professional** gain such as writing, consultation, research, and artistic activities are desirable when not pursued to the extent that they interfere with the discharge of professional responsibilities and duties required by this Agreement. Faculty members may engage in professionally-relevant employment **and appointments** inside or outside the University without restriction during those academic semesters or sessions in which they are on appointment, provided that:

29.§2.1 The faculty member advises the department chair of the employment. **This includes any appointment at another university, as well as any other organization from which the faculty member receives paid or unpaid support, including any remuneration received such as travel, housing, research or student funding or other support.** Faculty already engaged in any additional employment **or appointments** inside or outside Western shall notify their chair as soon as it is practical, but no later than October 1 each year. Faculty who begin employment during the life of this Agreement shall notify their chair in advance. If advance notice is not possible, notice to the chair shall be given as soon as possible;

29.§2.2 The department chair, the dean, or the provost may require the faculty member to cease such employment **or appointment** if it interferes with the normal duties of the faculty member;

29.§2.3 Any and all use of the University's personnel, facilities, services, ~~or~~ equipment, **or funding/support** in conjunction with a faculty member's additional employment **or appointment** be approved by Western, in writing, in advance of such use; and

29.§2.4 Arrangements for the use of University personnel, facilities, services, ~~or~~ equipment, **or funding/support** shall provide for reimbursement of costs and overhead to the University.

29.§3 **LARGE-SCALE AND UNIVERSITY CONTRACTUAL SERVICE**. When the University undertakes to render service to its various constituencies and clients, such service should be on a contractual basis to permit the hiring of additional personnel or the temporary replacement of personnel to balance any loss in needed internal services. Large-scale service to the community, to industry, or to government should be a matter of regular institutional planning and compensation, not outside employment. Thus, any request by a faculty member for approval

to contract for large-scale services shall first require a determination that the matter is not a proper subject for a University contract. The department chair and the dean shall meet with the faculty member to review the proposed project. If it is agreed that the proposed project is a proper subject for contractual service, a contract shall be executed between the University and the client for the proposed services, and the client shall pay all fees and reimbursements.

29.§3.1 *Private Work* . In the event that the department chair, the dean, and the faculty member determine that the proposed project is properly a private one, approval may be granted subject to the following conditions:

29.§3.1.1 That the project shall not interfere with the normal duties of the faculty member;

29.§3.1.2 That there shall be no conflict of interest or promotion of partisan interest;

29.§3.1.3 That the client be informed that the faculty member is acting privately and not as a representative of the institution; that the University is neither liable nor responsible for the performance of the agreement;

29.§3.1.4 That the University's name **or logos** shall not be used in connection with the project;

29.§3.1.5 That any and all use by the involved faculty member or the client of the University's personnel, facilities, services, ~~or~~ equipment, **or funding/support** be approved in advance; and

29.§3.1.6 That arrangements for the use of University personnel, facilities, services, ~~or~~ equipment, **or funding/support** shall provide for reimbursement of costs and overhead to the University.

29.§3.2 *Faculty Recourse*. In the event the faculty member disagrees with Western's interpretation as to whether the proposed project is properly a matter of private or contractual service, the faculty member shall have the right to appeal the matter through the grievance procedure set forth herein.

Tentative Agreement

WMU: Nancy Munson

WMU-AAUP: Whitney DeCamp

Date: June 9, 2021

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