**MOONLIGHTING POLICY**

**OUTSIDE EMPLOYMENT**

[EMPLOYER'S NAME] recognizes that employees may wish to engage in outside employment or other activities, including second jobs, consulting engagements, self-employment, or volunteer work. To safeguard [EMPLOYER'S NAME]'s confidential information, trade secrets, and business interests, the following rules and guidelines apply to outside employment.

Advance notice or approval

Employees must [obtain advance written approval from/give advance written notice to] [POSITION] before beginning any outside employment.

No interference with work

Outside employment must not interfere with the employee’s performance, work schedule, or responsibilities at [EMPLOYER'S NAME].

Prohibition on use of company resources

Employees may not use [EMPLOYER'S NAME]’s property, facilities, equipment, supplies, IT systems (e.g., computers, networks, email, telephones, or voicemail), trademarks, brand, or reputation for any outside employment.

Compliance with policies

Employees engaging in outside employment must adhere to [EMPLOYER'S NAME]’s policies on:

* Conflicts of interest.
* Confidentiality.
* Protection of proprietary, confidential, and trade secret information.

No competition

Employees are prohibited from engaging in any outside employment for an employer that competes with [EMPLOYER'S NAME].

Uncertainty about compliance

If you are unsure whether your outside employment complies with this policy, consult with [POSITION/the [DEPARTMENT NAME] Department] for guidance.

Disciplinary actions

Any employee who violates this policy, as determined by [POSITION/the [DEPARTMENT NAME] Department], will be subject to disciplinary action, up to and including termination of employment.

**POLICY ADMINISTRATION**

Responsibility for implementing and managing this policy rests with the [DEPARTMENT NAME] Department.

For any questions about the policy or guidance on matters related to outside employment not covered within it, employees should reach out to the [DEPARTMENT NAME] Department.

This policy is designed to comply with all applicable South Dakota state laws and regulations governing employment and outside work.

**APPLICABILITY TO COLLECTIVE BARGAINING AGREEMENTS**

The guidelines outlined in this policy are designed to operate alongside, and not modify or override, any terms established in a collective bargaining agreement between [EMPLOYER'S NAME] and a union.

Employees are encouraged to review the terms of their collective bargaining agreement. If any provisions in this policy conflict with the terms of the applicable collective bargaining agreement, the agreement's terms will take precedence.

**CONDUCT PERMITTED UNDER THIS POLICY**

This policy does not prohibit employees from engaging in [legally protected activities/activities protected under state or federal law, including those covered by the National Labor Relations Act]. Such activities may include:

* Discussing wages, benefits, or terms and conditions of employment.
* Forming, joining, or supporting labor unions.
* Bargaining collectively through chosen representatives.
* Raising concerns or complaints about working conditions for mutual aid or protection.
* Participating in legally mandated activities.

**ACKNOWLEDGEMENT OF RECEIPT AND REVIEW**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (employee name), acknowledge that on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date), I received and reviewed a copy of [EMPLOYER'S NAME]’s [NAME OF POLICY]. I understand that it is my responsibility to familiarize myself with the policy and adhere to its terms.

I also acknowledge that this policy is not intended to create an employment contract or alter my at-will employment status, unless otherwise specified in a written agreement signed by an authorized representative of [EMPLOYER'S NAME]. Any delay or failure by [EMPLOYER'S NAME] to enforce the provisions of this policy does not constitute a waiver of its rights to enforce them in the future.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date