

AGREEMENT BETWEEN
THE
BOARD OF TRUSTEES
OF THE
UNIVERSITY OF MASSACHUSETTS
AND THE
UNITED AUTO WORKERS
AFL-CIO 2322/POSTDOCTORAL
RESEARCH ORGANIZING
APRIL 1, 2019-MARCH 31, 2022

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PREAMBLE

This Agreement is made and entered into by and between the Board of Trustees of the University of Massachusetts (hereinafter “University”), and the United Automobile Aerospace and Agricultural Implement Workers, AFL-CIO, UAW and UAW Local 2322 (hereinafter “Union”).

ARTICLE 1 RECOGNITION

1. The University agrees to recognize the Union as the exclusive representative for purposes of bargaining for all matters pertaining to wages, hours, standards of productivity and performance and other terms or conditions of employment for Post Doctoral Research Associates, Senior Post Doctoral Research Associates, and any other title for postdoctoral employees performing the same or similar postdoctoral work, employed at the Amherst campus of the University of Massachusetts, excluding all other employees.
2. In the event of the creation of a new personnel classification(s), the University shall notify the Union within thirty (30) calendar days of the creation of the new personnel classification(s) and the University shall inform the Union of the University’s determination of the inclusion or exclusion in/from the bargaining unit. If the Union disagrees with the University’s determination, the disagreement shall be submitted by the Union to the Department of Labor Relations within forty-five (45) calendar days of notification by the University of the new classification(s) for resolution of the matter.

ARTICLE 2 DEFINITIONS

1. As used in this Agreement, the terms “postdoctoral employee” and “postdoc” refer to a member of the bargaining unit who shall meet the following definition:
 - a. Has recently (generally within five years) received a doctoral degree (e.g., Ph.D., Sc.D., M.D.) or foreign equivalent, or is a candidate for such degree and presents a letter from his/her granting institution which certifies all the requirements for such degree have been completed but such degree has not been formally conferred;
 - b. Is engaged in a temporary period, generally not exceeding six (6) years, of mentored advanced training to enhance his/her professional skills and research and/or teaching independence needed to pursue an academic and/or research career;
 - c. Trains under the direction and supervision of one or more graduate faculty in preparation for an academic and/or research career;
 - d. May (and is expected to) publish the results of his or her own research or scholarship;
 - e. Is primarily engaged in research and not solely part of a clinical training program; and
 - f. May serve as co-principal investigator, but is not permitted to serve as principal investigator on extramurally sponsored contracts or grants unless sponsor required.

2. Postdoctoral employment shall generally not exceed six (6) years, including previous appointments at other institutions. Exceptions may be made consistent with the prevailing practice in the discipline concerned.
3. As used in this Agreement, unless otherwise defined, the term “immediately” shall mean by end of the next business day.

ARTICLE 3 APPOINTMENTS

1. Postdoctoral appointments have a fixed beginning and end date.
2. Postdoctoral appointments shall be of a minimum duration of one (1) year, except that an appointment or reappointment may be for a lesser duration, with the agreement of the Postdoc, if there is insufficient funding for a full year, or the continuation of the project is less than one (1) year, or due to visa limitations. The parties agree that successive appointments less than a year should be avoided.
3. In instances of an anticipated gap in funding, the Principal Investigator (PI) may, at his or her discretion, extend the postdoc’s appointment up to twelve (12) months in duration.
4. It is within the University’s sole discretion to appoint, reappoint or not reappoint a postdoc.
5. Notice of appointment/reappointment:

As soon as practicable, but no later than the start date of the appointment for an initial appointment and no later than forty-five (45) days prior to the start date of a reappointment the University shall provide a Postdoc a written notice of appointment/reappointment, which shall include:

1. job title;
2. beginning and end date of the appointment;
3. PI or supervising manager’s name;
4. department or academic/research unit;
5. anticipated location of worksite;
6. a brief description of the anticipated research project(s);
7. salary/stipend and funding sources(s).
8. a summary of benefits or reference to relevant website(s);
9. a statement that the Postdoc is exclusively represented by the UAW, and the website address for the Union and the Agreement;
10. a statement that the University maintains individual personnel files and that the Postdoc may access her/his file in accordance with the provisions of Article 16;
11. name of the person to contact for information regarding the appointment (with contact information);
12. other information agreed upon by the parties.

ARTICLE 4 UNION RIGHTS

1. The University will provide separate office space for the Union's exclusive use at the Amherst Campus. The office shall be equipped with furniture (e.g. desk, chair, file cabinet). There shall be no charge to the Union for such office space, furniture, utilities (excluding telephone and internet connection), or other normal building support services. In addition, the Union shall be allowed access to the campus intra-campus mail, intercampus mail, and e-mail systems.
2. The Union shall be afforded reasonable space for official union business on a bulletin board in each department that has one, and shall have access to other bulletin boards for official union business, subject to established University regulations.
3. The Union shall be permitted to use facilities of the University for union meetings and other union business, subject to usual and established fees, availability and scheduling procedures.
4. The Administration will provide thirty (30) one day parking passes to PRO at no cost to the Union.
5. Upon request, the University shall provide to the Union any information that is in the University's possession and required by M.G.L. c.150E for the purpose of grievance handling, collective bargaining, and contract administration, including but not limited to directory information, official statistics, information, records, and budget data; information about benefit plans and costs; and other Trustee and University documents containing policies, practices, and procedures; provided that the University shall not be required to furnish any such information where non-disclosure is required by state or federal law. Within ten (10) business days of such request, the University shall furnish the requested information or provide a reasonable estimate of the time by which it will furnish the information. Due to the limited size of the bargaining unit except in extreme circumstances such estimate shall not be longer than forty-five (45) days.
6. Within one month of ratification of this Agreement and on the first Tuesday of each month thereafter, the University shall furnish the Union with an up-to-date list in computer-readable format of all bargaining unit members, including the following information for each bargaining unit member:
 - a. Name
 - b. Title
 - c. College/Program
 - d. Department
 - e. PI/Supervisor
 - f. Home address and phone
 - g. Work address and phone
 - h. Email address
 - i. Current appointment start/end date
 - j. Employee ID number

k. Status (leave without pay—LWOP)

7. The Union shall designate officers and/or stewards who are post doctoral employees of the University as the Union deems necessary to carry out its business. At the beginning of each academic year, the Union shall provide the University with a list of its officers and stewards and will notify it of any changes.
 - a. The Union's officers, stewards and other representatives shall be permitted reasonable access to the workspaces of unit employees for the performance of official union business, subject to established University policies and regulations.
 - b. The University shall provide fifteen (15) hours per week of paid release time to one postdoc or five (5) hours of release time to three (3) postdocs of the Union's choosing as long as the PI or supervising manager approves, provided approval is not unreasonably withheld, for the purpose of administering this Agreement, calculated at the postdoc's current rate of pay. The Union will notify the Administration within thirty (30) calendar days of the individual(s) begin date of provided release time under this section. The postdocs research appointment will be reduced accordingly. In addition, the Union will notify the Administration within thirty (30) calendar days of the end date that the individual(s) will no longer be on paid release time pursuant to this section.
 - c. The University shall allow reasonable release time without loss of pay for Union representatives when necessary to carry out their functions during normal work hours, provided that such representatives shall remain responsible for fulfilling all of their postdoctoral employment duties and responsibilities. Postdocs shall comply with their PI or supervising manager's normal procedures for notifying the PI or supervising manager and obtaining permission for such time, provided that permission shall not be unreasonably withheld.
8. Any bargaining unit member whose presence is required as a witness at a meeting or hearing the subject of which deals with the administration of this Agreement pursuant to the grievance procedure as set forth in Article 13 or proceedings before the Massachusetts Department of Labor Relations pursuant to the provisions of M.G.L. Chapter 150E or proceedings before any governmental agency or any court of law pursuant to the application of the terms and conditions of this Agreement shall be afforded upon request leave without loss of pay by the University for said purposes.
9. At the request of the Union, and with the agreement of the Supervising PI, the University shall place a postdoctoral employee who is an officer, steward or bargaining committee member on unpaid Union Leave for purposes of performing union duties, provided that such leave does not interfere with any work duties of the postdoc, and that such leave is in compliance with all applicable work authorization requirements.
10. **New Employee Information Session:** A one-hour postdoc information session shall be scheduled on campus by the University for the purpose of providing PRO/UAW Local 2322 the opportunity to distribute and collect Authorization of Payroll Deduction Forms for PRO/UAW Local 2322 membership dues (see Appendix B) and to discuss Health and Welfare Trust benefits and distribute materials. This information session will be scheduled within a month of the postdoc's start date. The time, date and place will be conveyed to PRO and postdoc. In the

beginning of each month, academic departments will notify any other post docs if there are any new post doc employees that month.

ARTICLE 5 UAW VOLUNTARY COMMUNITY ACTION PROGRAM

1. A bargaining unit member may participate in the UAW Voluntary Community Action Program (“V- CAP”) by authorizing in writing a deduction from his/her wages and to the designation of V-CAP as the recipient thereof. Such authorization shall be in a form the same or substantially similar to that set forth in Appendix A and shall bear the original signature of the bargaining unit member. Such authorization shall continue until: a) the bargaining unit member’s employment, including any appointment and, where applicable, reappointment, terminates; *provided that*, a brief interruption in employment, not to exceed six (6) months, shall not be deemed a termination of employment within the meaning of this section; or b) the bargaining unit member withdraws such authorization by giving at least sixty (60) calendar days’ notice in writing to the campus Human Resources Department. The Human Resources Department shall forward a copy of any such withdrawal to the Union within fourteen (14) days of receipt thereof.
2. The University shall deduct the amounts specified in paragraph 1 of this Article from the pay of the employees in the bargaining unit and, no later than seven (7) days after the close of the payroll period, shall transmit such amounts to UAW V-CAP [care of Bank One, Dept. 78232, Article 23 Voluntary Exchange Program, PO Box 78000, Detroit MI 48278-0232] together with report in computer-readable format listing the name and social security number of each participant and, for each participant, the period and year-to-date contributions. A copy of the aforementioned report in the same format shall be at the same time forwarded to the Financial Secretary/Treasurer of Local 2322.
3. The Union will indemnify, defend, and hold the University harmless from any and all claims, demands, liability, costs or damages arising from or by reason of actions taken by the University in making payroll deductions pursuant to this Article.

ARTICLE 6 DUES/ CHECK-OFF

1. All workers covered by this Agreement have the freedom of choice whether or not to become or remain a member of the Union.
2. The Union shall have the exclusive right to the deduction and transmittal of Union dues and fees by the University on behalf of each bargaining unit member. The Union shall certify to the University in writing its membership dues rate and the amount of the initiation fee for membership upon the signing of this Agreement, and shall notify the University in writing of any changes in those amounts at least thirty (30) calendar days in advance of the effect date of the change.

The University shall deduct and remit to the Union a one-time initiation fee and union dues deduction from each paycheck of each bargaining unit member who provides authorization in writing for the deduction of Union initiation fees, and dues, as prescribed by the Union in accordance with this paragraph of this Article from their wages and to the designation of the Union as the recipient thereof. Such authorization shall be made in writing, either in hard copy or

electronically and shall bear the original signature of the bargaining unit member. Such authorization shall continue until: a) the bargaining unit member's employment, including any appointment and, where applicable, reappointment, terminates; provided that, a brief interruption in employment, not to exceed six (6) months, shall not be deemed a termination of employment within the meaning of this section; or b) the bargaining unit member withdraws such authorization by giving at least sixty (60) calendar days' notice in writing to the campus Human Resources Department. The Human Resources Department shall forward a copy of any such withdrawal to the Union within fourteen (14) days of receipt thereof. The Union shall provide to the University a digital list of all employees from whom it has received an authorization for dues deduction, and shall promptly notify the University of any changes in such list.

The University shall include with all initial appointment documents a statement the same or substantially similar to that set forth in Appendix B [members of the bargaining unit are represented by the UAW/Local 2322 for purposes of collective bargaining].

1. At the time of initial processing, the University shall provide all newly hired members of the bargaining unit with: a) either a copy of this Agreement or the URL to the on-line copy of the Agreement as provided for in Article 47 b) the authorization form referred to in paragraph 2 of this Article; c) the authorization form for V-CAP deduction referred to in Article 5.01; d) written instructions to return the signed authorization form(s) to the Union (to an address provided by the Union).
2. The University shall deduct the dues and initiation fees specified in paragraph 2 of this Article from the pay of the employees in the bargaining unit and, no later than seven (7) days after the close of the payroll period, shall transmit such amounts to the Financial Secretary of Local 2322, together with a report in computer-readable format listing the following information:
 - a. Pay End date
 - b. Name
 - c. Employee ID number
 - d. Deduction Code
 - e. Dues Deduction amount
 - f. Deduction not taken
 - g. Refund
 - h. Total gross pay
 - i. Pay subject to dues
 - j. Initiation fees deduction amounts

The University shall also provide for employees in the bargaining unit with no active dues/fee deductions a report in a computer-readable format listing the following information:

- a. Pay End date
 - b. Name
 - c. Employee ID number
 - d. Wages subject to dues
3. In the event of an administrative error in the authorized deduction of the amounts specified in paragraph 2 of this Article, the parties shall meet to attempt to correct the error in an expeditious manner.

4. The Union shall have the right to distribute dues deduction forms at the orientation session described in Article 4, paragraph 9.
5. The Union will indemnify, defend, and hold the University harmless from any and all claims, demands, liability, costs or damages arising from or by reason of action taken by the University in making payroll deductions pursuant to this Article.
6. It is specifically agreed that the University assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union agrees it will indemnify and hold the University harmless from any and all claims, demands, liability, costs, or damages arising from the application of this Article.
7. The provisions contained in this Article shall be subject to the grievance and arbitration provisions contained in Article 13; provided that, in the event that any dispute concerning this Article is submitted to arbitration, the arbitrator shall have no power or authority to order the University to pay dues or other fees on behalf of any bargaining unit member.

ARTICLE 7 MANAGEMENT RIGHTS

1. The University retains and reserves to itself all rights, powers, privileges, duties, responsibilities and authority conferred upon and vested in it by law, whether exercised or not, including but not limited to the right to operate, manage, control, organize, and maintain the University and in all respects carry out the ordinary and customary functions of management and to adopt policies, rules, regulations and practices in furtherance thereof.
2. Except as modified by this Agreement, all rights, powers, privileges, duties, responsibilities and authority are retained by the University.
3. The judgment of an arbitrator shall not be substituted for that of the University with regard to any complaint or grievance based on a challenge of a management right, subject to the provisions of this Agreement and to limitations as may be imposed by federal or state laws amended from time to time. Notwithstanding any other provision of this Agreement, an arbitrator shall have no authority to exercise any non-delegable authority of the Board of Trustees of the University of Massachusetts or the Administration.

ARTICLE 8 WORK AUTHORIZATION

1. The University shall not condition employment or other terms or conditions of employment on the citizenship or non-citizenship of a postdoc so long as the postdoc is authorized to work in the U.S. and is permitted by law to work on the grant or contract for which they are hired or to which they are assigned.
2. As part of a postdoc's employment orientation packet, the University will provide a list of visa categories relevant to postdocs with the link to U.S. Citizenship and Immigration Services' (USCIS) website which contains visa eligibility requirements, application procedures and fees,

and the link to the International Program Office [IPO] and services offered by IPO.

3. Visa Reimbursement Fund

- a. Effective January 2020, the University will establish a fund of \$15,000 per calendar year for the purpose of reimbursing unit members of their application fees for Visas obtained from the U.S embassy/consulate or for SEVIS fees. The maximum amount of each award shall be \$1,000 and shall not be used for legal fees or IPO fees. Funds not utilized during the calendar year will exhaust and will not roll-over into the following calendar year.
 - b. The administration of the fund will be in the sole discretion of the University, including but not limited to the requirement for postdocs to submit required documentation in order to receive reimbursement. Individual awards to post docs will not be subject to grievance or arbitration.
4. Postdocs shall not be responsible for payment of IPO fees for processing of their visas.
 5. In instances where a foreign national postdoc is eligible for an Optional Practical Training (OPT) extension, the IPO will process the application for the OPT extension; *provided that* the postdoc was a graduate student and received his/her doctorate from the University of Massachusetts Amherst.
 6. The University will ensure that no post doctoral employee shall suffer a loss in pay due to the University's failure to timely process work authorization paperwork, if there is a resulting delay in the post doc's beginning date of employment.
 7. Postdoctoral employees whose return to the U.S. is delayed by a U.S. government-initiated background check or by the legal requirement that he/she return to his/her home country prior to readmission to the U.S will consult with their PIs to determine if they can continue to perform work for their PI while awaiting readmission. A postdoc who receives approval from his/her PI may continue to work and to be paid for such work for the period of time approved by the PI. Any period of time during which the postdoc is not working with the approval of his PI shall be deemed an unpaid personal leave.

ARTICLE 9 DISCIPLINE/DISMISSAL

1. The University may discipline or dismiss a postdoc only for just cause. A postdoc's non-reappointment or layoff is not subject to the just cause standard or the provisions of this Article.
2. The parties agree that corrective and disciplinary action, when imposed, shall be implemented in progressive stages from minor to severe. However, in some serious circumstances, where acts or omissions of a postdoc have resulted, or will result, in serious harm to the institution, or members of the campus community, severe sanctions may be imposed in the first instance.
3. This Article shall not apply to instances where discipline or dismissal of a postdoc is being considered for reasons of misconduct in the postdoc's research or scholarly activities. In all

such instances, the “Procedures for Dealing with Charges of Misconduct in Research and Scholarly activities at the University of Massachusetts at Amherst”, (November 2009, attached as Appendix C and Trustee Document T08-010 shall apply exclusively.

4. Discipline may take the following forms:
 - a. Letter of warning.
 - b. Suspension without pay for not more than thirty (30) calendar days.
 - c. Dismissal.
5. At any stage of the discipline or dismissal process, a postdoc may represent themselves, or may be represented by a Union representative.
6. All disciplinary action shall be accompanied by a written notice to the postdoc, with a copy to the Union, describing the conduct or the performance deficiency which is the cause for the discipline, the disciplinary action being taken, the date of the action being taken, in dismissal cases the effective date of dismissal, and, in non-dismissal cases, what the postdoc must do to remediate the conduct or performance deficiencies and the consequences of continued conduct or performance deficiencies. The notice shall additionally include a statement that the postdoc has the right to file a grievance pursuant to Article 13 and to be represented by the Union.
7. Disciplinary actions imposed under this Article, will not affect, or be affected by, additional sanctions imposed upon the postdoc by an external funding agency.
8. Investigatory leave
 - a. The University may place a postdoc on investigatory leave with pay without prior written notice in order to review or investigate allegations which warrant immediately relieving the postdoc from his/her work duties and/or removing him/her from University property to secure University resources or personnel. The postdoc shall be paid until the completion of investigation.
 - b. Investigatory leave shall not be considered a form of corrective action.
 - c. The University will immediately provide the postdoc and the Union with a written explanation of the terms and reasons for the investigatory leave.

ARTICLE 10 SEXUAL AND OTHER HARASSMENT

1. Consistent with the University policy on Sexual Harassment, which is appended and incorporated by reference into this Agreement, the University shall provide bargaining unit members with a work environment free of sexual harassment or other harassment.
 - a. For purposes of this Article, “sexual harassment” shall mean:

Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of sexual nature constitute sexual harassment when: 1) submission to such conduct is made either explicitly or implicitly a term or

condition of an individual's employment or academic work, 2) submission to or rejection of such conduct by an individual is used as the basis for employment or academic decisions affecting such individual or 3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working or academic environment. Verbal conduct is defined as any for communication, whether written, signed, spoken, or depicted in images. Sexual harassment may include, but is not limited to, unwelcome kissing, patting, touching, fondling, sexual remarks, or the display of sexually offensive or degrading posters, pictures, cartoons, or other images.

- b. For the purpose of this Article, “other harassment” shall mean:
Conduct which as the purpose or effect of unreasonably interfering with an individual’s work place performance, or creating an intimidating, hostile or offensive working or academic environment.
2. The University shall provide all bargaining unit members with training in how to recognize, avoid, and respond to harassment incidents.
3. In addition, the Affirmative Action and Non-Discrimination Policy of the University of Massachusetts Amherst prohibits the harassment of students and employees, i.e. racial harassment, sexual harassment, and retaliation for filing complaints of discrimination. Postdocs shall be fully covered by this policy, as well as protected from harassment for union activities.
4. Postdocs are encouraged to report complaints of sexual harassment to the campus Equal Opportunity (EO) Office. The University shall notify any complainants that they may be represented by the Union during any informal or formal procedure relating to this investigation.
5. A postdoc believing they have been subjected to sexual harassment may enforce their rights under this Article through Article 13. If, pursuant to M.G.L. Chapter 150E, the University is required to disclose information obtained by the EO investigation, the parties will agree upon measures to protect such information from improper disclosure.
 - a. At the option of the grievant, a grievance filed with respect to sexual harassment may also be considered in accordance with the University Sexual Harassment procedures. Should the EO Office conduct an investigation, the deadline to initiate a grievance shall be extended until sixty (60) days from the date the postdoc is notified of the results of the EO Office investigation.
 - b. At the option of the grievant, a grievance filed with respect to other harassment may also be considered in accordance with the Workplace Bullying Grievance procedure. Should a hearing be convened, the deadline to initiate a grievance shall be extended until sixty (60) days from the date the postdoc receives the decision, in writing, from the Vice Chancellor or, in the case that any party request a review by the Chancellor of that decision, sixty (60) days from the date the postdoc receives the decision, in writing, from the Chancellor.
6. Should a grievant choose to file a grievance under this Article, the grievance shall be initiated

by filing with the Chancellor. The procedures shall be the same as the Step 2 procedures described in Article 13. If a satisfactory resolution is not reached with the Chancellor, the grievance may be submitted to arbitration by the Union, pursuant to the procedures described in Article 13.

7. Employees shall not experience any reprisal for reporting conduct believed to violate this Article.
8. This Article shall not be construed to limit or impair the rights of any postdoc under Article 9 or 13.

ARTICLE 11 NON-DISCRIMINATION

1. The University shall not discriminate against any bargaining unit member on the basis of age, sex, race, color, religion, marital status, native language or dialect, national or ethnic origin, citizenship, political affiliation or belief, ancestry, parental status, pregnancy, sexual orientation, gender, gender identity and expression, disability, HIV status, veteran status, or union affiliation or activity.
2. Postdocs are encouraged to report complaints of discrimination to the campus Equal Opportunity (EO) Office.

The University shall notify any complainant that they may be represented by the Union during any informal or formal procedure relating to this investigation.

3. A postdoc believing they have been subjected to discrimination in violation of this Article may enforce their rights through Article 13. If, pursuant to M.G.L. Chapter 150E, the University is required to disclose information obtained by the EO investigation, the parties will agree upon measures to protect such information from improper disclosure.
4. Nothing in this Article shall be construed to limit or impair the right of a postdoc to raise the issue of discrimination in connection with any grievance brought to enforce any other provision of this Agreement.
5. At the option of the grievant, a grievance filed with respect to discrimination may also be considered in accordance with the EO Affirmative Action and Equal Opportunity Grievance procedure. Should the EO Office conduct an investigation, the deadline to initiate a grievance shall be extended until sixty (60) days from the date the postdoc is notified of the results of the EO investigation. If, pursuant to M.G.L. Chapter 150E, the University is required to disclose information obtained by the EO investigation, the parties will agree upon measures to protect such information from improper disclosure.

ARTICLE 12 AFFIRMATIVE ACTION

The Union and the Employer/University Administration agree that when the effects of employment practices, regardless of their intent, discriminate against any group of people on the

basis of race, religion, creed, color, national origin, sex, veteran status, sexual orientation, or mental or physical handicap, specific positive and aggressive measures must be taken to redress the effects of past discrimination, to eliminate present and future discrimination, and to ensure equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, and rate of compensation. Therefore, the parties acknowledge the need for positive and aggressive affirmative action and are committed to a diverse workforce.

Grievances filed with respect to this article may proceed only to Level Two and shall not be subject to Level Three, Arbitration.

There shall be a committee, with three members appointed by the Administration, three by PRO, and undergraduate student representatives, which shall make recommendations to the Administration about ways in which to educate undergraduate students about diversity on campus, particularly as it relates to the diversity of post-docs and related issues of harassment. The activities and recommendations of this committee shall not be subject to Article 13, Grievance Procedure.

ARTICLE 13 GRIEVANCE AND ARBITRATION

1. Definitions

- a. Grievant - shall mean a bargaining unit member, a group of bargaining unit members, or the Union.
- b. Grievance - the term "Grievance" shall mean an allegation or complaint by a grievant(s) that there has been a violation, misinterpretation or improper application of this Agreement or of any University policies, procedures, rules or regulations incorporated herein. A grievance shall include a written statement of the act or omission at issue, the underlying facts, the contractual provision and/or policy alleged to have been violated, and the remedy requested.
- c. Day - Except as otherwise provided in this Article, "day" shall mean a calendar day.

2. Intent

- a. It is the declared objective of the University and the Union to encourage the prompt resolution of grievances either by informal or formal procedures in the interest of maintaining harmony within the campus environment.
- b. Although the following procedure shall be used for the resolution of grievances, this procedure shall in no way impair or limit the right of any bargaining unit member, or the parties mentioned herein, to utilize any other remedy or proceeding established and existing under federal or state law. In the event that the grievant(s) and/or the Union elect to seek redress through any other remedy or proceeding established and existing under federal or state law (other than complaints before the Department of Labor Relations, the Massachusetts Commission Against Discrimination or the Equal Employment Opportunity Commission, brought to meet agency timelines but not to be simultaneously litigated), the University shall have no obligation to process or continue processing a grievance or arbitration pursuant to this Article.

- c. The parties agree to make available one to the other all known relevant facts regarding the grievance in order to facilitate the earliest possible settlement of grievances prior to arbitration.

3. General

- a. A grievance may be filed at the level at which the action or inaction being grieved occurred.
- b. The Union may present a policy grievance (one that affects more than one person) at any step of the grievance procedure prior to arbitration. Suspensions and terminations may be initiated at the last step prior to the Arbitration Step.
- c. Grievances shall be initiated within sixty (60) days of the occurrence giving rise to the grievance or within sixty (60) days of the date on which the grievant reasonably should have known of such occurrence, whichever is later. If the alleged violation occurs while a bargaining unit member is on an approved leave, the bargaining unit member shall file the grievance within sixty (60) days from the date of expiration of said leave or sixty (60) days from the date the bargaining unit member learned or should have learned of the occurrence giving rise to the grievance, whichever is later.
- d. The time limits prescribed herein may be extended in any specific instance by mutual written agreement of the parties. In the absence of any such extension, both parties reserve the right to claim procedural arbitrability.
- e. A bargaining unit member may at their option pursue a grievance without the Union's representation. However, in such cases, the University shall notify the Union of grievances filed by a bargaining unit member on their own behalf. The Union shall be informed of and have the right to be present at any step of the grievance procedure and shall be informed of any resolution. Any adjustment made shall not be inconsistent with the terms of this Agreement. A bargaining unit member may have other representation in the grievance process only with express approval of the Union; provided that such representation shall not include a private attorney.
- f. A grievance may be withdrawn at any level.
- g. A postdoc who has been notified by the University of their dismissal shall have the option of either filing a grievance and proceeding through the grievance and arbitration process under this Article, or alternatively, requesting an expedited grievance/arbitration procedure under Article 13, Grievance and Arbitration, Section 08.

4. Grievance Steps

Informal Resolution: Grievants are expected to seek informal resolution of disputes by first meeting with the Principal Investigator or other University representative(s) closest to and best able to discuss, and with authority to resolve, the dispute. Where a grievant requests such a meeting, the PI or other appropriate University representative(s) shall promptly meet with the grievant and/or his/her representative and attempt to resolve the matter. The University and the

Union agree that an informal resolution shall not set precedent.

a. **Step 1:** Provost or Vice Chancellor for Research and Engagement

The grievant(s) and/or Union and the Provost (or designee) or Vice Chancellor for Research and Engagement (or designee) shall meet and attempt to adjust the grievance within ten (10) days after its submission. The Provost (or designee) or Vice Chancellor for Research and Engagement (or designee) shall deliver a written decision together with the reasons to the grievant(s) and the Union within twenty-one (21) days of the date on which the grievance was submitted.

b. **Step 2:** Chancellor

If the grievance is not satisfactorily resolved at Step 1, it may be submitted to the Chancellor or his/her designee within ten (10) days after receipt of the written decision of the Provost (or designee) or Vice Chancellor for Research and Engagement (or designee). The Chancellor (or designee) shall meet with the grievant and his/her representative within ten (10) days after filing. The Chancellor (or designee) shall render a decision together with the reasons in writing to the grievant(s) and the Union within twenty-eight (28) days of the date on which the grievance was submitted.

5. Arbitration

- a. The Union and the University shall prepare a list of arbitrators and shall append such list to this Agreement; *provided that*, at the request of either party, the Union and the University shall review such list and make such additions to and/or deletions from the list as the parties shall deem appropriate.
- b. If the grievance remains unsettled, the Union may initiate arbitration within thirty (30) days of the receipt of the written response at Step 2 by sending notice of intent to arbitrate to the University.
- c. The parties may mutually agree to any arbitrator. Otherwise, the arbitrator whose name first appears on the list referred to in paragraph .05(a) of this Article shall be selected to hear the case. In each subsequent case, the parties shall appoint the next arbitrator on the list. If the arbitrator selected to hear the case is not able to hear the matter within thirty (30) days of the date of his/her selection, the parties, unless they agree otherwise, shall move to the next arbitrator on the list.
- d. The arbitration hearing shall be conducted in accordance with the rules and regulations of the American Arbitration Association in effect at the date of said submission.
- e. The arbitrator shall convene a hearing giving due regard to the necessity of the parties for time to prepare and the availability of witnesses, if any. The arbitrator shall give at least ten (10) days' notice to the parties prior to the scheduled hearing date.
- f. The Union and University shall have the right to be represented by counsel at any hearing convened by the arbitrator pursuant to the provisions of this Article.

- g. Decision of the Arbitrator: Unless the parties mutually agree to extend the time, they shall request that the arbitrator render a written award not later than thirty (30) days from the date of the close of the hearing. The decision and award of the arbitrator shall be final and binding on the parties and further, such decision shall be in writing, setting forth the opinion and conclusions on the issues submitted to the arbitrator. However, the arbitrator shall be without authority to add to, subtract from or modify the terms of this Agreement.
- h. Costs of Arbitration: The costs of the arbitration, exclusive of those incurred by each respective party in preparing and presenting its case, shall be borne equally by the parties.
- i. Implementation: Upon resolution of the grievance, the parties shall implement the remedy within ten (10) calendar days unless otherwise provided by the award of the arbitrator, or by mutual agreement of the parties.

6. No reprisal

No reprisal of any kind shall be taken against any bargaining unit member because of the filing of a grievance and/or participation in any of the grievance proceedings. All documents generated during the grievance process shall be kept separate from the personnel file of any individual involved in any grievance.

7. Grievants and necessary witnesses or participants in grievance procedures shall be released from their assignments without penalty or loss of pay for the time required to attend any proceeding under this Article.

8. Expedited Procedure for Dismissal Grievance/Arbitration

A postdoc who has been notified by the University of his/her dismissal shall have the option of either filing a grievance and proceeding through the grievance and arbitration process under Article 13, or alternatively, requesting an expedited hearing before a three (3) member panel as provided in this Section. A postdoc who opts to utilize this expedited procedure shall remain in pay status until the three (3) member panel issues its final decision or for sixty-nine (69) calendar days, whichever comes first, subject to paragraph g. below.

In dismissal cases, in addition to the information required by Section 06 of this Article, the written disciplinary notice shall advise the postdoc of his/her option to request expedited arbitration pursuant to this section and the s/he has fifteen (15) calendar days from receipt of the notice to request such process.

- a. The university and the Union shall agree in a permanent list of neutrals by no later than sixty (60) days after the execution of this agreement.
- b. The Union or postdoc shall notify the University of the postdocs' intent to appeal through the expedited procedure by a written notice to the University within fifteen (15) calendar days of receipt of the University's written notice to dismiss.
- c. By no later than five (5) calendar days of the date of receipt of the postdoc's notice of appeal, the University shall provide the Union with a summary of the facts, evidence and if any,

witness statements which the University considered and on which is based its decision to terminate the postdoc. Upon request of the union, the University will provide the Union with additional relevant documents and information promptly—within no more than five (5) calendar days of the request where possible.

- d. By no later than twenty-eight (28) calendar days of the postdoc's receipt of the University's notice to dismiss, the Union and the University shall each notify the other in writing of the name, address, phone number, and email address of the panel member selected by each.
- e. The parties' respective panel members shall agree upon a neutral selected from the permanent list no later than five (5) calendar days after their respective panel members have been appointed.
- f. The panel members shall promptly, within five (5) calendar days after selection of the neutral, confer with the neutral to schedule a hearing date not less than ten (10) calendar days from the date of the scheduling conference and not more than twenty-one (21) calendar days from the date of the scheduling conference.
- g. The panel shall promptly at the request of either party hold a telephone conference meeting or in person if agreed to by the parties to immediately resolve any dispute over compliance with this Article. The panel shall have the authority to order compliance and to take such other action as it may deem appropriate to remedy or sanction non-compliance, including postponing or extending the hearing, notwithstanding any other provision of this Article.
- h. The Union and the University representatives shall meet not later than two (2) business days before the hearing and make a good faith effort to agree on stipulated facts and joint exhibits to be submitted to the panel at the start of the hearing.
- i. The panel shall conduct the hearing based on procedures of its choosing and shall determine whether the University has established just cause for dismissal and if not, what shall be the remedy. The decision of the panel shall be final and binding upon the postdoc the Union and the University shall be issued in writing not later than ten calendar (10) days after the hearing.
- j. Cost of the expedited hearing: the cost of the neutral shall be split evenly between parties. All other costs shall be borne by the respective party incurring the cost.

ARTICLE 14 LAYOFFS

1. Layoff is defined as an involuntary separation, or a reduction in percent effort or duration of appointment for a postdoc prior to the established appointment end date as a result of funding becoming unavailable. If funding for a postdoc's appointment becomes unavailable, the University shall have the sole discretion to determine whether and when layoff shall occur. Layoffs shall not be used to circumvent any other provision of this Agreement.
2. In the event of layoff, the University shall provide written notification to the postdoc and the Union, where practicable at least sixty (60) calendar days in advance of the effective date of the layoff or if not practicable, as soon as the University becomes aware of the need for the layoff, but in no event less than thirty (30) days before the effective date of the layoff. By mutual

agreement of the University and the postdoc, the postdoc may be given pay in lieu of notice.

3. Recall: In the event the funding is restored or the termination of the project is reversed within the time that the current appointment period would have been in place, the postdoc shall have his/her appointment restored when the funding is restored.
4. The Union or postdoc who is subject to layoff may request that the University supply a written statement concerning the unavailability of funding that is the reason for the layoff.
5. A postdoc who is subject to layoff will be provided all notices and benefits required by applicable law.

ARTICLE 15 INDIVIDUAL DEVELOPMENT PLANS AND RESEARCH PROGRESS REPORTS

1. Individual Development Plan

- a. All postdocs will have an Individual Development Plan on which their progress will be assessed by their supervisor. For purposes of this Article, the term “supervisor” will be the principal investigator(s) who supervises the postdoc or the person who is the postdoc’s supervising manager. Postdocs who have appointments to multiple research projects will have a separate IDP for each project, developed in compliance with this Article.
- b. The IDP identifies a postdoc’s short-term professional, teaching and/or research objectives for his/her current appointment, a plan for achieving these objectives and the supervisor’s specific goals and expectations for the postdoc during his/her current appointment. The IDP may also include objectives relating to publication, training, and professional development. All these objectives shall be consistent with any required expectations of the research sponsor.
- c. At the postdoc’s option (unless required by a sponsoring contract or grant), he/she may also identify his/her long-term career goals and aspirations, as well as appropriate supporting activities consistent with these goals.

2. Process for Developing the IDP

- a. The supervisor shall meet with the postdoc within the first month of the postdoc’s appointment to discuss the following:
 1. The short-term goals and expectations of the supervisor and postdoc and any required expectations of the sponsoring grant or contract.
 2. The Research Progress Report (RPR) process and the frequency of RPRs.
 3. The possible career development opportunities appropriate to the postdoc’s long-term career goals, if desired by the postdoc.
- b. Within two (2) weeks of the meeting referenced in paragraph 2.a., the postdoc will submit a written draft of the IDP to the supervisor. The supervisor will review and revise the IDP as necessary in order to ensure that the postdoc’s research goals and objectives are consistent with those of the supervisor and the sponsoring grant or contract. The supervisor

will provide the postdoc with the final IDP.

- c. Updates: Short-term research objectives often change as research proceeds. Either the supervisor or the postdoc may initiate a meeting to discuss proposed revisions to the IDP. Any revisions to the IDP shall first be discussed by the postdoc and supervisor. The supervisor shall have final approval of any revisions and a copy of the revised IDP shall be provided to the postdoc.

3. **Research Progress Reports (RPRs)**

- a. RPRs are the postdoc's and supervisor's reflections of the postdoc's progress in the previous year in meeting the short-term research goals and objectives as expressed in the IDP. The supervisor shall provide an RPR at least once within the appointment period and at a minimum annually.
 - b. RPRs should also recognize any achievements or accomplishments toward any long-term goals which the postdoc has included in the IDP.
4. RPRs are not disciplinary. A postdoc shall have the right to include a statement with the IDP and/or RPR indicating any disagreement the postdoc may have.

ARTICLE 16 PERSONNEL FILES

1. There shall be one master personnel file for each postdoc. Other official personnel files may be maintained by the University at any administrative level. Upon the request of a postdoc, the University will identify the holders of the above files.
2. The University's Fair Information Practices Act Regulations (Trustee Document T77-059) (http://www.umass.edu/senate/trustee/T77-059_fair_information.pdf) shall govern the collection, dissemination and maintenance of personnel files set forth in paragraph 1. Alleged misinterpretations, misapplications or violations of T77-059 may be pursued only through the grievance procedure set forth in T77-059. Any other violations of this Article shall be governed by Article 13. Upon the request by any postdoc, the University shall provide a copy of T77-059.
3. Within five (5) business days of its request, the Union shall have access to the above personnel files of a postdoc during normal business hours of the University and to be provided with copies of documents from the files provided that the Union presents written approval of the postdoc to the holder of the personnel file to which access is requested. This provision shall not be construed to waive or limit the Union's right to information under MGL ch. 150E. The Union agrees to indemnify and hold the University and its officials, agents and representatives harmless from and against any and all liability for any improper, illegal or unauthorized use by the Union of information contained in such files.
4. It shall be the responsibility of each postdoc to inform the University of any change in name or address.
5. No anonymous or undated materials shall be placed in a postdoc's personnel file.

6. Upon a postdoc's written request, documents relating to written warnings will be removed from their personnel file if there have been no other such documents relating to, or disciplinary action on, the same or similar issue(s) for a two (2) year period. Documents relating to disciplinary suspensions and terminations shall not be subject to this Section.
7. A postdoc has the right to request the removal or correction of information in their personnel file with which they disagree. If the University does not agree with such a request, the postdoc has the right to submit a written statement explaining their position, which shall become a part of their file and shall be included when such information is transmitted to a third party as long as the disputed information remains a part of the file.
8. Records involving the processing of any grievance of a postdoc will be kept in a file separate from the postdoc's personnel file.
9. Within five (5) business days of his/her request, a postdoc shall have the right to inspect his/her personnel file during regular business hours and to receive, without cost, a copy of documents in his/her personnel file.

ARTICLE 17 RESEARCH CONDUCT

1. Intellectual Property

- a. The following Board of Trustees adopted policies are hereby incorporated into this Agreement:
 1. policy on "Intellectual Property" (hereafter the "IP Policy") (http://www.umass.edu/research/system/files/Intellectual_Property_Policy_U MA.pdf) [attached as Appendix D] and
 2. "Conflicts of Interest Relating to Intellectual Property and Commercial Ventures" (<http://www.umass.edu/research/conflict-interest-relating-intellectual-property-and-commercial-ventures-policy>) [attached as Appendix E].
- b. The University will distribute, along with the introductory material provided in Article 7, a copy of the IP Policy, as well as the Participation Agreement for signature by postdocs. No postdoc's research progress will be unreasonably delayed as a result of the IP Policy. Creator(s) of any intellectual property within the scope of the IP Policy shall receive report on the distribution of income related to that intellectual property as provided for under the IP Policy.

2. Access to Research Products

The University shall not unreasonably deny postdocs access to data and other products of their research except as required under the IP Policy, or mandated by federal or state law or

regulation, or as necessary to investigate a disciplinary matter under Article 9.

ARTICLE 18 WORKSPACE AND MATERIALS

Postdocs shall have access to required facilities, equipment and materials, i.e. those necessary to perform assigned duties. Such access shall not be unreasonably denied.

ARTICLE 19 TRAINING

The University shall provide release time to attend University- required training, workshops and courses, necessary to perform assigned duties. In addition, the University shall pay any associated fees.

ARTICLE 20 PROFESSIONAL DEVELOPMENT AND CAREER SUPPORT

1. The University will extend to postdocs the career planning resources and services currently offered to graduate students at the Graduate School's Office of Professional Development, including though not limited to the ability to attend workshops and trainings and to receive one-on-one advising and résumé review.
2. Postdocs will also be offered the opportunity to access relevant information and training offered to faculty from the Office of the Vice Chancellor for Research and Engagement.
3. The Office of Professional Development will collaborate with postdocs on identifying topics for workshops or other events geared to addressing the specific career counseling interests of postdocs. At the request of either party, a committee comprised of Office of Professional Development staff selected by the University and postdocs selected by the Union may be convened for the same purpose.

ARTICLE 21 TEACHING OPPORTUNITIES

1. For postdocs on research appointments that do not include teaching responsibilities, the parties recognize that teaching experience is important for postdocs who seek a career in academia.
2. Where possible and where funding is available and with the Principal Investigator's, Department Chair's and Dean's approval, the University will offer a Lecturer position to qualified, interested postdocs. A postdoc's research appointment will be reduced while the postdoc holds the lecturer appointment so that the sum of the percent times of the two appointments equals one-hundred (100%). The percent time for teaching one (1) course in a semester is twenty-five percent (25%).
3. Postdocs on research appointments, who are not directly or indirectly sponsored by federal sources, and with the Principal Investigator's and Department Chair's approval, may avail themselves of teaching opportunities through Continuing and Professional Education (CPE). If hired by CPE, the postdoc's research appointment will not be reduced and there will not be a separate teaching appointment. The postdoc will be paid by CPE through the Additional

Compensation Process and the campus' policy on Additional Compensation for staff members will govern.

4. The parties agree to establish a committee including postdocs designated by the Union and University representatives designated by the University. The parties shall invite the participation and input of Principal Investigators. The purpose of the committee shall be to make recommendations within one year of the effective date of this Agreement for improving structured opportunities for post doctoral teaching, mentoring and training for interested postdocs.

2. **Health and safety training:**

Laboratory and Fire Safety training is required of all postdocs before initial assignment to a laboratory. In addition, a postdoc may be required to take other University training related to health and safety issues specific to the laboratory or duties assigned to the postdoc including but not limited to EH & S annual renewal of safety training. Postdocs must complete all required training in a timely manner and at the required level of demonstrated understanding before access to the laboratory is permitted.

- a. On an ongoing basis, the University shall provide postdocs with training and information about the University's health and safety programs, including information about:
 1. the health and safety and emergency procedures associated with the Postdoc's research and, where applicable, known specific hazards associated with the Postdoc's research.
 2. the health and safety rights and responsibilities of the Postdoc, and
 3. the procedures available to Postdocs to abate or report any unsafe or unhealthy working conditions.
- b. The University will provide relevant training/information for reasonable foreseeable hazards that are related to the Postdoc's exploratory research, and for tasks/procedures known to have associated safety risks. A Postdoc may request additional training from his/her PI and EH & S. Such requests will not be unreasonably denied.

3. **Assignments:**

- a. No Postdoc shall be forced to work in a situation which presents a serious threat to his or her health or safety. A Postdoc who believes s/he has been assigned work that presents a threat to his/her health or safety shall immediately inform her/his PI or supervising manager for an assessment of the situation. Nothing in this provision shall limit the Postdoc's option to contact EH&S.
- b. If EH & S determines that a Postdoc's task(s) pose a threat, the threat will be removed or the Postdoc's work site will be changed.
- c. If a worksite is closed for health and safety reasons and the postdocs are not moved to an

alternative worksite, the affected postdocs shall continue to receive their salary for the period of time that the relevant worksite is closed and an alternative worksite is found.

4. **Information and tests**

- a. The University will maintain the material safety data sheet (MSDS) and will make this information available to the postdoc. These documents pertaining to chemicals, substances and equipment used at the work area of a Postdoc shall be made available to the Postdoc prior to her/his commencing to work with the substance, chemical or equipment, or to the UAW upon request.
- b. The University shall provide to affected Postdoc(s) access to existing data regarding toxic chemicals or other reports as required by state and federal law.
- c. When a MSDS or Standard Operating Procedure (SOP) provides or EH & S determines, that protective clothing or equipment is required for the postdoc's research duties, the University will furnish such protective clothing or equipment, which the postdoc will be required to use.

5. **Compliance:** The University and the UAW agree that the University's choice of response to achieve compliance with this article or the specifics of any arbitrator's award may be contingent upon the availability of funds. When the University states that it cannot implement a workplace change to comply with an arbitrator's award due to the unavailability of funds, the University may choose to reassign the Postdoc, relocate the research activity and/or curtail the research and/or assignment. If the Union believes the University's alternate remedy violates the agreement, it may immediately appeal to the arbitrator who shall retain jurisdiction to review the alternate remedy. No arbitrator may order the University to take any action that exceeds established campus, federal and/or state health and safety requirements except where necessary to comply with the express requirements of this Article.

ARTICLE 23 SALARIES

1. **General Provisions**

- a. Nothing shall preclude the University from providing compensation to postdocs at salary rates above those required in this Article or increasing the salaries of postdocs. Such increases may be provided on appointment, reappointment, anniversary date, and/or as a merit increase at any time, provided that the Union shall be notified of all such increases.
- b. The provisions of this Article shall not apply to any postdoc appointed on an extramural grant or contract that expressly restricts that postdoc's salary to the amount provided by the grant or contract.
- c. In any other case when an extramural grant or contract provides for a salary that is less than the salary required by this Article, if the University elects to proceed with the appointment of the postdoc, the University shall ensure that additional funding is provided to bring the postdoc's salary to the level required by this Article.
- d. When the requirements of a sponsoring agency exceed the requirements of this Article, the requirements of the sponsoring agency shall control all salary increases and adjustments for

the individual postdoc.

2. Salary Levels

- a. Effective December 1, 2019, the minimum full-time equivalent salary shall be \$50,004. All postdocs on the payroll and in the bargaining unit on or after this date shall be paid a salary that is not less than the minimum full-time salary.
- b. Effective December 1, 2019, postdocs who are in the bargaining unit and on payroll on this date and were in the bargaining unit and on payroll the preceding September 1, shall have their salary increased to the appropriate salary minimum shown in the 1-DEC-19 column below. Years of experience shall be based on total time as a postdoc, including appointments at the University of Massachusetts Amherst and all prior postdoctoral appointments.
- c. Effective December 1, 2020, postdocs who are in the bargaining unit and on payroll on this date and were in the bargaining unit and on payroll the preceding September 1, shall have their salary increased to the appropriate salary minimum shown in the 1-DEC-20 column. Years of experience shall be based on total time as a postdoc, including appointments at the University of Massachusetts Amherst and all prior postdoctoral appointments.
- d. Effective December 1, 2021, postdocs who are in the bargaining unit and on payroll on this date and were in the bargaining unit and on payroll the preceding September 1, shall have their salary increased to the appropriate salary minimum shown in the 1-DEC-21 column below. Years of experience shall be based on total time as a postdoc, including appointments at the University of Massachusetts Amherst and all prior postdoctoral appointments.

SALARY MINIMA

Years of experience	1-DEC-19	1-DEC-20	1-DEC-21
0-2	\$ 50,004	\$ 51,004	\$ 52,024
3-4	\$ 52,896	\$ 53,954	\$ 55,033
5-7	\$ 56,880	\$ 58,018	\$ 59,178

ARTICLE 24 FRINGE BENEFITS

Fringe benefits to individual postdoctoral employees which are set forth in a written appointment letter or contract or other applicable policy heretofore existing, which exceed the benefits provided in this Agreement, shall be continued unless discontinued or modified by at the time of the postdoctoral employee's re-appointment.

ARTICLE 25 HEALTH INSURANCE

1. Postdocs who are covered under the State's Group Health and Accident Insurance Plan pursuant to the provisions of M.G.L. Chapter 32A at the time of ratification will continue to

be designated as a benefited state employee until their tenure as a postdoc has ended. They will not be eligible to participate in the employer group health insurance plan described in this Article.

2. The University shall offer all postdocs who are not designated benefited state employees and who are at least fifty percent (50%) time the option to participate in the employer group health insurance plan (hereinafter, “the Plan”) described in this Article.
3. The Plan will comply with all applicable state and federal laws and regulations. The Plan will cover all the services, treatments, and conditions covered by the current plan year 2017 health plan, including but not limited to the following services, treatments, and conditions:
 - a. Vaccinations
 - b. Annual Checkups or physicals
 - c. Allergies
 - d. Birth control
4. Effective Plan Year 2021 (July 1, 2020 through June 30, 2021) and until such time the parties negotiate otherwise, the Plan shall have a maximum annual deductible of not more than \$250 for the individual postdoc, \$250 for the postdoc’s spouse or domestic partner, \$250 for the postdoc’s children or \$500 for a family plan and a maximum annual out-of-pocket limit (OOP, in-network) of \$1,000 for the individual postdoc, \$1,000 for the postdoc’s spouse or domestic partner, \$1,000 for the postdoc’s children or \$ 2,500 for a family plan inclusive of deductibles. Postdocs who have exceeded these OOP limits will be reimbursed for excess out of pocket costs.
5. Beginning with the effective date of the Plan, the University shall pay seventy-five percent (75%) of the premium for whatever coverage category is selected by each postdoc (i.e., individual, individual plus spouse/domestic partner or child, family) for the Plan.
6. The current Plan benefit design for Plan Year 2020 (July 1, 2019 through June 30, 2020) shall continue for the remainder of the 2020 Plan Year.
7. Selection of the health insurance plan provider and plan will be based solely on the qualified, lowest bidder from the bids received in response to the request for proposals.
8. The University will send notice to the union of the details of its annual plan every year when it notifies postdocs of the plan. One postdoc and one PRO representative chosen by the Union, and one HR staff person and one Labor Relations person chosen by the University shall be on the committee that drafts the Request for Proposals (RFP), reviews the bids and selects the Plan.

ARTICLE 26 HEALTH AND WELFARE TRUST FUND

1. The parties have agreed to each take all necessary steps to designate bargaining unit members beneficiaries of the UAW/UMASS Health and Welfare Trust Fund (hereinafter “Trust Fund”). The trustees of the Trust Fund shall determine in their discretion and within the terms of the applicable Trust Fund documents such health and welfare benefits to be extended by the Trust Fund to bargaining unit members and/or their dependent(s).

2. Effective at the beginning of the first pay period in January 2020, the University will contribute to the Trust Fund on behalf of each full-time equivalent bargaining unit member the sum of eighteen dollars (\$18.00) each calendar week. The University shall contribute \$10,000 in an aggregate sum to the Trust Fund within sixty (60) days following ratification of the Agreement as a one-time only payment to the Trust Fund. The contributions made by the University to the Trust Fund shall not be used for any purpose other than to provide health and welfare benefits and to pay the operating and administering expenses of the fund.
3. Effective at the beginning of the first pay period in January 2021, the University will contribute to the Trust Fund on behalf of each full-time equivalent bargaining unit member the sum of nineteen dollars (\$19.00) each calendar week.
4. Effective at the beginning of the first pay period in January 2022, the University will contribute to the Trust Fund on behalf of each full-time equivalent bargaining unit member the sum of twenty dollars (\$20) each calendar week.
5. The amount of contributions for each fiscal year shall be based on full-time equivalent bargaining unit members surveyed quarterly during the fiscal year. The quarterly contributions shall be made by the University in an aggregate sum within thirty (30) days of the end of each quarterly period.
6. Effective the beginning of the first pay period following ratification, the University will contribute to the Trust Fund on behalf of each full-time equivalent bargaining unit member the sum of three hundred and seventy-five dollars (\$375.00) each year. The contributions made by the University to the Trust Fund shall not be used for any purpose than to reimburse documented childcare expenses for postdocs. The trustees of the Trust Fund shall determine in their discretion and within the terms of the applicable Trust Fund documents any further conditions for reimbursement of childcare expenses of Trust fund beneficiaries. The amount of the contribution shall be based on the number of full-time equivalent bargaining unit members surveyed as of the last pay period of each fiscal year for the following fiscal year's contribution. The University's contribution shall be made in an aggregate sum to the Fund by August 1 of each year.
7. No dispute over a claim for any benefits extended by the Trust Fund shall be subject to Article 13, Grievance/Arbitration.
8. It is expressly agreed and understood that the University does not accept, nor is the University to be charged with hereby, any responsibility in any manner connected with the determination of liability to any bargaining unit member claiming any of the benefits extended by the Trust Fund; such liability shall be limited to the contributions indicated under sections 2, 3 and 4 of this Article.

ARTICLE 27 TAX-DEFERRED SAVINGS FUND

Postdoctoral employees who are not participants in the state benefited employee retirement system are required by law to comply with applicable Commonwealth of Massachusetts requirements for OBRA and contribute a part of their income on a pre-tax basis to an individual savings fund. Information about plan enrollment, investment options, administrative fees, voluntary additional

contributions and distributions can be found at <http://www.mass.gov/smartplan/participate/obrainfo.htm>. At the postdoc new employee orientation, postdocs will receive a brief written explanation of the retirement plan, including information on how to remove their contributions when they leave the University.

ARTICLE 28 SHORT-TERM DISABILITY INSURANCE

The University agrees to issue a request for proposals (RFP) for a short-term disability insurance plan for postdocs within sixty (60) days of the ratification of the collective bargaining agreement. The short-term disability insurance plan will be a voluntary self-paid plan for postdocs. Selection of a provider for short term disability will be based solely on the lowest premium cost from the bids received in response to the request for proposals. Postdocs will be eligible to pay premiums for any disability insurance plan implemented through payroll deductions.

ARTICLE 29 GROUP LIFE INSURANCE

The University agrees to issue a request for proposals (RFP) for a group term life insurance program for postdocs within sixty (60) days of the ratification of the collective bargaining agreement. The group term life insurance plan will be a voluntary self-paid plan for postdocs. Selection of a provider for a group term life insurance plan will be based solely on the lowest premium cost from the bids received in response to the request for proposals. Postdocs will be eligible to pay premiums for any group term life insurance plan implemented through payroll deductions.

ARTICLE 30 PERSONAL TIME OFF

1. General Conditions
 - a. Unless a grant or contract contains provisions to the contrary, postdocs with a 100% 12-month appointment shall accrue personal time off with pay at the rate of one and five-twelfths (1 and 5/12) work days for each full payroll month of employment for a total of seventeen (17) days per year.
 - b. Postdocs who are appointed with less than 100% 12-month appointments will receive time off pro-rated on the basis of the percentage of appointment.
2. Use of personal time off requires the advance approval of the postdoc's PI or supervising manager. Such requests should be communicated to the PI or managing supervisor as soon as the need of the time off becomes known. Postdoc requests for personal time off should attempt to minimize the effect on their research and progress. The request must include the operational impact of the leave. The PI or supervising manager may deny requests for personal time off based on operational needs. The PI or supervising manager shall not unreasonably deny a postdoc's request for personal time off.
3. Personal time off must be used in at least one-fourth (1/4) day increments, but in no event may personal time off used be less than the actual time off.
4. Personal time off not used within the 12-month period may be carried over into a subsequent appointment year, but the total accumulated time may never exceed twenty-five (25) days. Once

a postdoc reaches his or her “maximum accrual” of personal time off, no further accrual of personal time off will occur until and unless the postdoc uses a portion of his or her personal time off balance.

5. Upon the postdoc’s separation of employment from the University, accumulated days of personal time off, up to a maximum of twenty-five (25) days, shall be paid to the postdoc at the postdoc’s rate of pay at the time of separation from employment.

ARTICLE 31 SICK LEAVE

1. Postdocs with a 100% 12-month appointment shall accrue sick leave with pay at the rate of one and one-fourth (1 and ¼) days for each full payroll month of employment for a total of fifteen (15) days per year. For postdocs who are appointed less than a 100% 12-month appointment, sick leave shall be pro-rated on the basis of the percentage of appointment.
2. The foregoing notwithstanding, during the first year of employment, a postdoc with a 100% 12-month appointment shall have seven and one-half days of sick leave available for use at the beginning of his/her appointment and an additional seven and one-half days of sick leave available for use at the beginning of the second six months of his/her appointment. (Postdocs with less than a 100% 12-month appointment shall have half of their total annual allotment of sick days available at the beginning of their appointment and half available at the beginning of the second half of their appointment). After the first year of employment, a postdoc will accrue sick leave in accordance with section 1.
3. Effective upon the date of ratification, all postdocs on payroll and in the bargaining unit on the date of ratification shall have available for use one-half of the total sick days they would earn for the remainder of their appointment or for the next twelve months, if their appointment has more than twelve months remaining. Postdocs with less than twelve months remaining in their appointment shall have the second half of the sick leave days they would earn during the remainder of their appointment available at the mid-point of the remainder of their appointment. Postdocs with more than twelve months remaining on their appointment shall have available for use half of their annual sick leave allotment and the second half available for use at the end of six months. At the end of twelve months, they shall accrue sick leave days in accordance with Section 1 for the remainder of their appointment.
4. The University shall carry forward unused sick leave to subsequent years of the appointment or new appointments as a postdoc. Postdocs shall not be entitled to any compensation in lieu of accumulated sick days upon separation of employment from the University.
5. Sick leave shall be granted to a postdoc under the following conditions:
 1. When the postdoc is unable to perform his/her duties due to personal illness, injury or temporary disability;
 2. To care for the spouse, domestic partner, child, parent, or sibling of either a postdoc or his/her spouse or domestic partner, or the postdoc’s grandparent or grandchild, or a relative living in the immediate household of the postdoc when they are seriously ill;

3. When, through exposure to contagious disease, the presence of the postdoc at their work location would jeopardize the health of others;
4. For appointments with healthcare professionals which cannot reasonably be scheduled outside of normal working hours;
5. When a postdoc is disabled due to childbirth or recovery therefrom.
6. Where there is reason to believe that sick leave is being abused, the University may require documentation of the need to be absent from work due to any of the above conditions.
7. A postdoc who is re-employed after a separation from employment of less than fifteen (15) calendar days shall have all sick leave from prior service reinstated. If the separation from employment is more than fifteen (15) calendar days but less than six (6) months, not more than ten (10) work days of sick leave shall be reinstated. If the separation is six (6) months or more, sick leave shall not be reinstated. A postdoc who is reemployed from layoff status shall have all sick leave reinstated.

ARTICLE 32 FAMILY AND MEDICAL LEAVE

1. Postdocs who have completed at least twelve (12) months of employment and have worked at least 1,250 hours in the twelve (12) months immediately preceding the commencement of the leave, shall be eligible for up to twelve (12) weeks of unpaid leave during any calendar year for any of the reasons listed in this section. The provisions of this Article shall be interpreted consistent with the provisions provided in the federal Family and Medical Leave Act and accompanying regulations. Where these provisions are more generous than the contract the Family and Medical Leave Act will prevail. Benefits granted under this Article shall run concurrently with benefits granted under the FMLA, the Massachusetts Maternity Leave Act, and Article 33 of this Agreement.
 - a. Birth and care of the postdoc's child or placement for adoption or foster care of a child with a post doc, provided any such leave concludes within twelve (12) months of the birth or placement of the child;
 - b. Care for an immediate family member (spouse, child, parent) who has a serious health condition;
 - c. The postdoc's own serious health condition which makes him/her unable to perform the functions of his/her position;
 - d. Because of any qualifying exigency arising out of the fact that the postdoc's spouse, son, daughter, or parent is a military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation;
 - e. To care for a covered service member with a serious injury or illness if the postdoc is the spouse, son, daughter, parent, or next of kin of the service member.

2. The term “serious health condition” as used in this Article shall be interpreted consistent with the definition of “serious health condition” under the FMLA. “Serious health condition” means any illness, injury, impairment, or physical or mental condition that involves any one or more of the following:
 - a. inpatient care in a hospital, hospice, or residential medical care facility; or
 - b. Any period of incapacity involving three (3) or more consecutive days of inability to attend work, school, or other regular daily activities along with continuing treatment (that is, being treated two or more times, or one treatment resulting in a regimen of continuing medication or therapy) under the supervision of a health care provider (such as a doctor, dentist, clinical psychologist); or
 - c. any period of incapacity or treatment for a chronic condition which may cause episodic but not necessarily continuous incapacity and that requires at least two visits per year with a health care provider (such as asthma or diabetes); or
 - d. a permanent or long-term condition which may not be curable but requires continuing supervision by a health care provider (such as Alzheimer’s, stroke, or terminal cancer); or
 - e. any period of incapacity, treatment or recovery from treatment for conditions requiring multiple treatments by a health care provider either for restorative surgery following an accident or illness or for a condition that would likely result in a period of three or more consecutive days of incapacity in the absence of treatment (such as chemotherapy or dialysis); or
 - f. Any period of incapacity due to pregnancy (such as for morning sickness) or any absence for prenatal care.
3. Leave in connection with the birth, adoption or foster placement of a child must conclude within 12 months following the date of the birth, adoption or foster placement.
4. If a postdoc has accrued time off which they are eligible to use at the commencement of the leave, he or she may use such leave credits. If a postdoc has accrued sick leave at the commencement of the leave, he or she may use such sick leave if the leave is because of the postdoc’s own health problem, when a female postdoc gives birth to a child, or to care for a person with a serious health problem per Section 1 b. above. In any other instance, such leave shall be without pay.
5. Where possible, a postdoc shall provide their PI with thirty (30) days notice, or if thirty days notice is not possible, shall give notice as soon as practicable, of their intent to take family or medical leave and the dates and expected duration of the leave. Where leave is not foreseeable, such as during a medical emergency, notice must be given as soon as practicable, and ordinarily within one or two business days of when the employee learns of the need for the leave.
6. Certification of reason for leave:
 - a. Upon request by the University, a postdoc shall provide proof of the birth, placement or adoption of a child or medical evidence of the serious health condition necessitating the

leave, which ordinarily shall be in the form of a Certification of Health Care Provider form provided by the University and completed by the postdoc's or his/her family member's health care provider or other documentation from the health care provider which provides all information necessary to establish entitlement to the requested leave. Certification should be provided within 15 days of the University's request. If an employee does not provide information necessary to establish entitlement to the requested leave, the University may deny the leave.

- b. If the University has reason to doubt the validity of the medical evidence, it may obtain a second opinion at its expense. If there is a conflict between the second opinion and the original medical statement, the University and the postdoc may resolve the conflict by obtaining the opinion of a third medical provider approved by both the postdoc and the University, at the University's expense.
 - c. The University may require the postdoc to submit medical re-certification for a leave every 6 months. The University may request recertification earlier if, at the end of the originally requested duration, the postdoc requests an extension, or if the circumstances underlying the leave have changed significantly, or if the University has received information that casts doubt on the postdoc's stated reason for the absence or the continuing validity of the certification.
 - d. In cases of leaves due to the postdoc's own serious health condition which result in five (5) or more consecutive working days absence from work, postdocs may be required to document their fitness to return to work.
 - e. In cases of planned medical treatment, the postdoc should make a reasonable effort to schedule the treatment so as not to disrupt unduly workplace operations, subject to the approval of the postdoc's health care provider.
7. Leave taken for the serious health condition of a spouse, child, parent, or of the postdoc may be taken intermittently (in separate blocks of time) or on a reduced schedule (a schedule that reduces the postdoc's normal weekly or daily work hours), if medically necessary, provided that the total amount of leave does not exceed a total of twelve (12) weeks during the calendar year.
 8. If a postdoc needs leave intermittently or on a reduced leave schedule for planned medical treatment, the postdoc shall make a reasonable effort to schedule the treatment so as not to unduly disrupt workplace operations. Leave for the birth, adoption, or placement of a child may be taken on an intermittent basis only with prior approval by the PI.
 9. During any leave taken under this Article, postdocs shall be eligible for continuation of their health insurance coverage on the same terms as if the postdoc had continued to work.
 10. In the event a postdoc does not return from such leave, except if the reason is due to the continuation, recurrence, or onset of a serious health condition, or other circumstance beyond the control of the postdoc, the University will recover any health insurance premiums it paid during the unpaid portion of any leave by deducting any such amounts from amounts due the postdoc, if any, or by otherwise seeking recovery of the premium through the legal process. The University will maintain other benefits, in effect, during the paid portion of a covered leave. Time on unpaid portion of the covered leave shall not be used toward the computation of any benefit or

right.

11. The postdoc who takes a leave under this Article shall be returned to his/her position at the end of the leave, subject to Article 14, with the same status and pay, as of the date the leave began. This return to work provision does not apply to postdocs beyond the expiration of their appointment. The use of family or medical leave under this Article shall not affect any benefit or right to which the postdoc was entitled at the commencement of their leave.

ARTICLE 33 PARENTAL LEAVE

1. A postdoc who has been employed by the University for least three (3) consecutive months, shall be entitled to up to eight (8) weeks of paid leave for the purpose of giving birth, caring for the postdoc's newborn child, or for adopting a child under the age of eighteen or for adopting a child under the age of twenty-three if the child is mentally or physically disabled, said period to be hereinafter called Parental Leave. Benefits granted under this Article shall run concurrent with protections granted under the federal Family and Medical Leave Act and the Massachusetts Maternity Leave Act.
2. During any leave taken under this Article, postdocs shall be eligible for continuation of their health insurance coverage on the same terms as if the postdoc had continued to work. In the event a postdoc does not return from such leave, except if the reason is due to the continuation, recurrence, or onset of a serious health condition, or other circumstance beyond the control of the postdoc, the University will recover any health insurance premiums it paid during the unpaid portion of any leave by deducting any such amounts from amounts due the postdoc, if any, or by otherwise seeking recovery of the premium through the legal process. If a postdoc has accrued time off which he or she is eligible to use at the commencement of the Parental Leave, he or she may use such leave credits. If a postdoc has accrued sick leave at the commencement of the Parental Leave, the postdoc may use such sick leave if the purpose of the Parental Leave is for giving birth.
3. Postdocs shall give at least two weeks' notice to their supervisor of their anticipated date of departure for and intended date of return from Parental Leave. Postdocs using Parental Leave shall be subject to the same notice and certification requirements as provided in Article 32 Sections 5. and 6.
4. A postdoc returning from Parental Leave shall be restored to his/her previous position with the same status and pay as of the date the leave began, subject to the provisions of Article 14. This return to work does not apply to postdocs beyond the expiration of their appointment.
5. The use of Parental Leave shall not affect any benefit or right to which the post doc was entitled at the commencement of his/her leave; however, time on leave shall not be used toward the computation of any benefit or right.

ARTICLE 34 SMALL NECESSITIES LEAVE

1. Pursuant to M.G.L chapter 149, Section 52D, a postdoc shall be entitled to a total of 24 hours of unpaid leave during any 12-month period, in addition to other leaves provided by this

Agreement, for the following purposes:

- a. To participate in school activities directly related to the educational advancement of a son or daughter of the postdoc, such as parent-teacher conferences or interviewing for a new school;
 - b. To accompany the son or daughter of the postdoc to routine medical or dental appointments, such as check-ups or vaccinations; and
 - c. To accompany an elderly relative of the postdoc to routine medical or dental appointments or appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes.
2. Consistent with the sick leave and time off provisions of this Agreement, postdocs may use accrued paid time off and/or sick leave to cover such absences.
 3. Where possible, postdocs should give their PI or supervisor at least seven (7) days written notice of their intent to take leave under this Article and the expected duration of the leave. If not possible to provide seven (7) days notice, the postdoc shall provide notice as soon as practicable.

ARTICLE 35 BEREAVEMENT LEAVE

1. Upon the death of a postdoc's spouse, domestic partner, child, parent, sibling, grandparent, grandchild, person living in the immediate household, or parent of a spouse or domestic partner, a postdoc shall be entitled to leave without loss of pay for a maximum of five (5) consecutive work days. Evidence of the death may be required by the postdoc's supervisor.
2. In the event of the death of a postdoc's son-in-law or daughter-in-law or of the spouse's or domestic partner's brother, sister, grandparent or grandchild, a maximum of three (3) consecutive work days shall be available for use by the postdoc.
3. The postdoc may, upon request and with the approval of his/her PI, defer use of one or more of his/her paid bereavement day entitlement for a later interment and/or memorial service.
4. Postdocs may use personal time off in accordance with Article 30, or unpaid leave in the event of the death of an individual not covered by this Article and/or in the event that the bereavement leave involves extended travel. Such leave shall be subject to the approval of the postdoc's PI or supervising manager, which approval shall not be unreasonably withheld.

ARTICLE 36 MILITARY LEAVE

1. Except where otherwise specified, terms used in this Article shall be defined consistent with the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C.

§§4301, et seq. and Mass General Laws Chapter 33, §§ 38, 40, 41, 59 and 60.

2. Postdocs shall be granted leave as required for scheduled training and active duty in any uniformed services of the federal government or the Commonwealth. Upon return from such leave, postdocs shall be reinstated to their former position and status, subject to the provisions of Article 14, and shall be treated as if they were continuously employed for purposes of paid leave, scheduled salary increases, and any other rights or benefits based on length of service. This return to work provision does not apply to postdocs beyond the expiration date of their appointment.
3. Postdocs shall be entitled to pay during time of military service, in accordance with M.G.L. Chapter 33, Section 59. Postdocs may also, at their option, utilize accrued paid time off during unpaid military leave.
4. Any postdoc who is a veteran, as defined by M.G.L. chapter 149, Section 52A½ shall be entitled to leave without loss of regular pay to participate in Veterans Day and/or Memorial Day observances.
ARTICLE 37 JURY AND WITNESS LEAVE
 1. A postdoc summoned for jury duty will be granted a leave of absence with pay for time lost from their regular work schedule while on jury duty upon presentation of the summons to jury duty to his/her supervisor.
 2. A postdoc who receives jury duty fees for jury service upon presentation of the appropriate court certificate of service shall either:
 - a. Retain such jury fees in lieu of pay for the period of jury service if the jury fees exceed his/her regular rate of compensation for the period involved; or
 - b. Remit to the University the jury fees if less than their regular rate of compensation for the period involved.
 3. Jury fees, for the purposes of this Article, shall be the per diem rate paid for jury duty by the Court, not including the expenses reimbursed for travel, meals, rooms or incidentals.
 4. All fees for court service except jury fees paid for service rendered during office hours must be paid to the Commonwealth. Any fees paid to a postdoc for court services performed during a vacation period may be retained by the postdoc. The postdoc shall retain expenses paid for travel, meals, rooms, etc.
 5. A postdoc summoned as a witness in court on behalf of the Commonwealth, or any town, city or county of the Commonwealth or on behalf of the Federal Government, shall be granted court leave with pay upon filing of the appropriate notice of service with their supervisor except that this Section shall not apply to a bargaining unit member who is also in the employ of any town, city or county of the Commonwealth or in the employ of the Federal Government or any private employer and who is summoned on a matter arising from that employment.
 6. When a postdoc has been granted leave for jury duty or witness service, and is excused by proper court authority, the postdoc shall report back to official place of duty whenever the interruption in jury duty or witness service will permit four or more consecutive hours of work. Court leave

shall not affect any employment rights of the individual.

7. No court leave shall be granted when the postdoc is the defendant or is engaged in personal litigation, unless such litigation arises out of the legitimate performance of their assigned responsibilities.

ARTICLE 38 HOLIDAYS

Bargaining unit members shall receive the holidays listed in this Article off without loss of pay.

When a postdoc is required by their PI or supervising manager to work on a holiday, they shall receive compensatory time off which shall be used by the end of the postdoc's appointment period.

New Year's Day
Martin Luther King
Day President's Day
Patriots Day
Memorial Day
Independence
Day Labor Day
Columbus Day
Veterans Day
Thanksgiving
Day Christmas
Day

ARTICLE 39 EMERGENCY CLOSINGS

Whenever University employees are released from work due to emergency conditions, postdocs shall also be released, unless designated as essential personnel.

ARTICLE 40 VOTING LEAVE

A postdoc whose hours of work preclude them from voting in a town, city, state, or national election shall, upon application, be granted a voting leave with pay, not to exceed two (2) hours, for the sole purpose of voting in the election

ARTICLE 41 BLOOD DONATION LEAVE

Upon request and with approval by PI, postdocs shall be entitled to leave without loss of pay for up to two (2) hours for purposes of donating blood.

ARTICLE 42 TUITION WAIVER

Bargaining unit employees and their family members shall be eligible for tuition waiver and remission to the extent permitted by and subject to Board of Trustee policy T96-129, as revised 6/4/97, as amended from time to time.

ARTICLE 43 PARKING

Parking rates shall be governed by the terms of the agreement reached between Amherst campus unions and the University in May 1999. Effective September 1, 2012, postdocs will no longer be eligible for the GEO parking rate.

ARTICLE 44 TRAVEL EXPENSE REIMBURSEMENT

Postdocs who engage in work-related travel authorized by their PI shall be reimbursed for reasonable expenses in accordance with the Board of Trustee Travel Policy, T92-031, as amended from time to time.

ARTICLE 45 CALCULATION OF TIME

Wherever in this Agreement an act or notice is due on or by a specified date, if the date falls on a holiday or weekend, the due date shall be extended to the next regular business day thereafter.

ARTICLE 46 NOTICES

Except where the Agreement may expressly provide otherwise, the following shall apply to notices required by this Agreement.

Wherever this Agreement requires that the University provide the Union with notice, the University shall provide such notice by email, regular mail or facsimile to the following:

UAW2322 President or designee
ADDRESS: UAW Local 2322
4 Open Square Way #406
Holyoke MA 01040
FAX: 413-534-7611
EMAIL: info@uaw2322.org or designee

Wherever this Agreement requires that the Union provide notice to the University, the Union shall provide such notice by email, regular mail or facsimile to the following:

Office of the Provost-Academic Personnel
ADDRESS:
University of Massachusetts Amherst
373 Whitmore Administration Building
Amherst MA 01003
EMAIL:
provost@provost.umass.edu If either party's
designated representative, address, email address or
fax number for notice purposes should change, the

party shall provide prompt notification of such change to the other party.

Notice shall be effective upon delivery.

ARTICLE 47 PRODUCTION AND DISTRIBUTION OF AGREEMENT

The University will post this Agreement in a publicly accessible location of the University's website.

ARTICLE 48 SEPARABILITY

1. In the event that any provision of this Agreement is in whole or in part declared to be illegal and/or invalid by any court, tribunal or administrative agency having competent jurisdiction, or in the event that compliance or enforcement of any provision of this Agreement is restrained in whole or in part by any court, tribunal or administrative agency having competent jurisdiction, then all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect and shall continue to be binding upon the parties hereto.
2. In such an event as described in Section 1, the parties shall meet within thirty (30) calendar days after either party receives written notice from the other in an attempt to renegotiate in conformity with the law.

ARTICLE 49 SUCCESSORSHIP

In the event there is a successor or successors in interest to the Board of Trustees of the University of Massachusetts, such successor(s) shall be bound by and shall assume all the rights, duties and obligations of the Board as if such successor(s) in interest were a named party and signatory to this Agreement.

ARTICLE 50 NO STRIKE/NO LOCKOUT

1. Neither the Union nor any bargaining unit member shall engage in, induce, support, encourage, or condone a strike, work stoppage, slowdown or a withholding of services, in whole or in part.
2. The Union shall exert its best effort to prevent any violation of paragraph 1 of this Article and, if such action does occur, exert its best effort to terminate it; provided that the University shall first notify the Union of any action by one of its members in violation of Section 1 and give the Union a reasonable opportunity to correct the situation.
3. The University shall not engage in the lock-out of bargaining unit members.

ARTICLE 51 NON-EXEMPT POSTDOCS

1. Applicability

- a. This article applies only to postdocs covered by the overtime provisions of the Fair Labor Standards Act. This article does not apply in any respect to postdocs who are exempt from the overtime provisions of the Fair Labor Standards Act and shall not serve as a model or guidance for the terms and conditions of employment applicable to exempt postdocs.
- b. The terms of this Article supersede any provision of this Agreement with which they conflict with respect to non-exempt postdocs.

2. Hours of Work

- a. The official workweek for payroll purposes begins at midnight on Sunday and ends at 11:59 p.m. the following Saturday.
- b. The regular hours of work for full-time postdocs shall be forty (40) hours per week. A less than full-time postdoc's hours shall be prorated accordingly. Postdoc work schedules may vary and may include required overtime and flexible schedules depending on the operational and research needs of the project as authorized by the PI.
- c. To the extent practicable, and as authorized by the PI, the normal work week shall consist of five (5) consecutive days, Monday through Friday, with the regular hours of work each day to be consecutive.
- d. Postdocs shall record attendance in accordance with procedures established by the University. These procedures may include the requirement to record arrival and departure times at the start and end of each workday. The University will notify the Union thirty (30) days prior to making a change in the existing method of recording attendance.
- e. To the extent practicable, when a PI desires to change a postdoc's work schedule and/or workweek the postdoc shall be notified at least forty-eight (48) hours in advance. In cases of emergency involving the protection of University property or the health and safety of people whose care has been entrusted to the University, notice shall not be required.

3. Overtime

- a. Base pay for calculating the overtime rate for non-exempt postdocs shall be determined by applicable law. The base hourly rate is calculated by dividing annual salary by 2,080 hours.
- b. Overtime must be authorized in advance by the postdoc's PI. Postdocs who work overtime which have not been previously authorized will receive the applicable overtime rate for such work, but the parties agree such occurrences will be addressed appropriately by PIs to prevent them from recurring.

- c. PIs will provide postdocs with forty-eight (48) hours advance notice when overtime work is required. However, advance notice may not always be possible. The parties agree such occurrences will be addressed appropriately by PIs to prevent them from recurring.
 - d. Overtime status exists when total actual work hours from all sources within the University exceed forty (40) hours in a workweek (Sunday through Saturday) or eight hours in a day.
 - e. The following will be regarded as “hours worked” for the purpose of computing overtime pay:
 - 1. Holidays which fall on a member’s regularly scheduled work day
 - 2. Compensatory time off
 - 3. Jury duty and court appearance leave
 - 4. Time spent in authorized training
 - f. A postdoc will receive compensation for authorized overtime work as follows:
 - 1. A postdoc will be paid their regular hourly rate of pay for all hours worked up to forty (40) hours in any given work week.
 - 2. A postdoc will be paid one and one-half times the regular hourly rate of pay for all hours worked beyond forty (40) hours in any given work week.
 - 3. Upon the postdoc’s request and consistent with operational and research needs, a PI may authorize compensatory time off, calculated at one and one-half times the overtime hours worked beyond forty (40) hours in any given work week, in lieu of paid overtime. Such compensatory time must be recorded, may be accumulated up to 240 hours, and must be used by the effective date of the postdoc’s next pay increase. If said compensatory time is not used by the effective date of the postdoc’s next pay increase, the postdoc will be paid for the unused compensatory time at the postdoc’s regular rate of pay.
 - 4. Postdocs who have accrued the maximum amount of compensatory time shall be paid the hourly rate authorized for overtime work. Upon the postdoc’s separation of employment from the University, the postdoc will be paid for all unused compensatory time at the postdoc’s final regular rate of pay.
 - 5. Postdocs will normally receive payment for overtime in the pay period following the period in which such overtime was worked, providing that the time record was properly prepared, approved, and forwarded to payroll for processing in a timely manner.
 - 6. There shall be no duplication, pyramiding, or compounding of any overtime payments.
4. Conferences, Training and Professional Development Programs
- a. Postdocs must obtain PI approval prior to attending conferences, training and professional development programs.

- b. Attendance will be counted as time worked unless all three of the following criteria are met:
1. Attendance is outside the staff member’s regular working hours.
 2. Attendance is voluntary and not required by the PI.
 3. The program is not directly related to the postdoc’s research.

5. Travel

Non-exempt postdocs who are authorized by their PI to travel to conferences, training and/or professional development programs will be compensated or not compensated as follows:

Travel Category	Compensable Time	Non-compensable Time
Commuting	<ul style="list-style-type: none"> • Performing authorized work-related errands while commuting from home to work or from work to home. • Transporting or delivering materials or equipment to a job site prior to the start of the work day and/or returning materials or equipment after the end of the work day • Transporting other employees to work sites, to the office, or to their homes either before or after the workday at PI request 	Ordinary travel from home to work (commuting time)
Travel During the Work Day	<ul style="list-style-type: none"> • Time spent in travel as part of the postdoc’s work (i.e., travel between job sites). 	
One-Day Assignment in Another Town or City	<ul style="list-style-type: none"> • Time spent traveling to and returning from a one-day required assignment in another city or town regardless of whether postdoc is the driver or the passenger, regardless of whether the travel cuts across the normal work schedule. • Time spent at required conference, training, etc. • Meal periods and social activities that are related to job and authorized by the PI. 	<ul style="list-style-type: none"> • Normal commuting time will be subtracted. • Time not worked even if it cuts across the postdoc’s regular work schedule (e.g., postdoc goes sightseeing instead of attending a conference session, the conference sessions are only from 9a.m. to 3 p.m., etc.). • Meal periods and social activities that are unrelated to job.
Travel Away From Home Community (Overnight Travel)	<ul style="list-style-type: none"> • Any portion of authorized travel, including time spent waiting at an airport, bus station, etc. • Time spent attending authorized conferences, trainings, etc. • Meal periods and social activities that are related to job and authorized by the PI. 	<ul style="list-style-type: none"> • If a postdoc drives a car as a matter of personal preference (excluding medical or religious reasons) when an authorized flight or other travel mode is available and paying for travel by car would exceed the cost of the authorized mode, only the estimated travel time associated with the authorized mode will be counted as hours worked • Meal periods and social activities that are unrelated to job. • Time spent outside of the conference or meeting that is unrelated to job (e.g., postdoc goes sightseeing instead of attending a conference session) • Time spent sleeping.

ARTICLE 52 EFFECT OF AGREEMENT

It is acknowledged that during the negotiations that resulted in this Agreement the parties had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this Agreement, this Agreement shall constitute the total agreement between the parties and the parties agree that neither shall be obligated to any additional collective bargaining.

ARTICLE 53 DURATION

1. This Agreement shall be for the period from April 1, 2019 through March 31, 2022, and the terms contained herein shall become effective on the date of its execution by the parties unless otherwise specified in this Agreement.
2. Should a successor Agreement not be executed by March 31, 2022, this Agreement shall remain in full force and effect until a successor Agreement is executed or an impasse is reached. At the written request of either party, negotiations for a subsequent agreement will be commenced on or after October 1, 2021.
3. This Agreement is entered into and shall become effective when it is signed by the President of the University.

Signed this _____ day of _____, 2019

For the University:

For the Union:

Martin T. Meehan, President

Anais Surkin, UAW Local2322 President

John Dunlap, Associate Vice President

Anna-Claire Steffen, UAW Local2322
Servicing Representative

Jocelyn J. Tedisky, Assistant Provost for
Academic Labor Relations & Personnel
Administration

Emily Rothwell

University Bargaining Team

Peter Holden
Caren Rotello
Martina Nieswandt
Brian Harrington

Jeremy Spool

APPENDIX A

V-CAP AUTHORIZATION FORM



AUTHORIZATION FOR ASSIGNMENT & CHECKOFF OF CONTRIBUTIONS TO UAW V-CAP

Pub. # C2000



To: _____ Company Name _____ I hereby assign to UAW V-CAP, from any wages earned or to be

earned by me as your employee, the sum of (check one) \$1.00 \$3.00 \$5.00 Other _____ to remit same to UAW V-CAP at such times and in such manner each and every month. I hereby authorize and direct you to deduct such amounts from my pay and to remit same to UAW V-CAP at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

This authorization is voluntarily made. I understand that the signing of this authorization and the making of payments to UAW V-CAP are not conditions of membership in the Union or of employment with the Company, that I have the right to refuse to sign this authorization and contribute to UAW V-CAP without any reprisal, and that UAW V-CAP will use the money it receives to make political contributions and expenditures in connection with federal, state and local elections, that all UAW members may be eligible for V-CAP raffle drawings, regardless of whether they make a contribution to UAW V-CAP, and that monies contributed to UAW V-CAP constitute a voluntary contribution to a joint fund-raising effort by the UAW and AFL-CIO.

I also understand that the guidelines for contributions to UAW V-CAP set forth above are merely suggestions, that I can contribute more or less than the guidelines suggest, and that the Union will not favor or disadvantage me based on the amount of my contribution or my decision not to contribute.

Contributions or gifts to UAW V-CAP are not deductible as charitable contributions for federal tax purposes. All UAW members may be eligible for related raffle drawings, regardless of whether they make a contribution.

Signature _____ Date _____

UAW Local _____ Soc. Sec. No. _____

Name (Print) _____

Address _____

City _____ State _____ Zip _____

Plant _____ Dept. _____ Emp. No. _____

UAW V-CAP is an independent political committee created by the UAW. This committee does not ask for or accept authorization from any candidate and no candidate is responsible for its activities.

**AUTHORIZATION FOR MEMBERSHIP IN PRO/UAW LOCAL 2322
AND FOR PAYROLL DEDUCTION OF DUES AND FEES**

Postdoctoral Researchers' Organizing ("PRO")/UAW Local 2322 is the union of, and exclusive collective bargaining representative for, all Postdoctoral Researchers at the University of Massachusetts, Amherst. All UMass Amherst postdocs are covered by the terms of our contract with UMass [view contract: <https://uaw2322.org/pro/>]. Your signature below gives you the right to a say in PRO and UAW Local 2322 governance, vote on/run for union office, participate in collective bargaining and vote on our contracts. Your signature below also authorizes the deduction of a one-time \$20 initiation fee and deduction of 2% membership dues from your bi-weekly paychecks for this and any future postdoctoral appointments at UMass Amherst.

Yes! I want to be a member of PRO/UAW Local 2322. I hereby authorize by my actual or electronic signature below, PRO/UAW Local 2322 union membership dues and initiation fees in an amount certified to the University by the Financial Secretary of the Union to be deducted from my pay and remitted to the Financial Secretary of the Union. These deductions may be terminated at any time by my giving written notice in advance to the Union. This authorization shall be in effect for all future UMass Amherst postdoctoral appointments I may have, unless revoked by me in writing.

Last name (print)	First name	Middle name
Signature (Required)	Date	Employee ID #
Local Street Address/Apt#	Department	
City	State	Zip
	Office or Lab Building/Rm#	
Email address	Personal phone <input type="checkbox"/> Yes, I accept texts	Work phone

Please return to:
 Local 2322 c/o Secretary Treasurer
 911-15 Campus Center, UMass Amherst 01003
 (413) 545-0705 info@uaw2322.org www.uaw2322.org

For Amherst office use only
 Date received by Union:

Last Updated 11/19/19

OUR STRENGTH IS IN OUR NUMBERS!

PRO/UAW MEMBERSHIP AUTHORIZATION FORM

APPENDIX C

PROCEDURES FOR DEALING WITH CHARGES OF MISCONDUCT IN RESEARCH AND SCHOLARLY ACTIVITIES AT THE UNIVERSITY OF MASSACHUSETTS AMHERST

These procedures implement the Board of Trustees' Policy T08-010 Policy on Responsible Conduct of Research and Scholarly Activities and were approved by the Office of the President on November 10, 2009. These procedures conform to the procedures adopted by the Faculty Senate and Research Council, as modified to incorporate changes mandated by the applicable Federal regulations and the Office of Research Integrity of the Federal Department of Health and Human Services.

I. PURPOSE OF PROCEDURES

Misconduct in research and scholarly activities is injurious to the University's teaching, research, and public service missions and cannot be tolerated. This document provides procedures for investigations of allegations of misconduct in research and scholarly activities. It is written to comply with federal regulations requiring such procedures and also to maintain and enhance the integrity of research.

II. DEFINITIONS

• **Scholarly Activity**

Scholarly activity is to be broadly construed to include all activities of University personnel on official duty involving research, scholarship and creative activities, such as those involved in laboratory research, field work, observational studies, experimentation, research and scholarship in the humanities and artistic expression.

• **Scholarly and Research Misconduct**

Misconduct in research and scholarly activities, or research misconduct, means fabrication, falsification, plagiarism, or other practices that seriously deviate from those that are commonly accepted within the scientific community for proposing, performing, or reviewing research, or in reporting research results. It does not include honest errors in the recording, selection, or analysis of data or honest differences in interpretations or judgments of data.

Research and scholarly misconduct involves misrepresentation of the procedures and outcomes of research to gain some advantage. Misconduct may often be difficult to separate from error or poor judgment, from which it is distinguished by the intentions of the person(s) involved.

Although there is no definitive and exhaustive list of examples, those outlined below may serve as guides in identifying scholarly and research misconduct.

1. Falsification or fabrication: This includes falsification, modification, or fabrication of data or facts, or selective inclusion or exclusion designed to mislead or to support false conclusions.
2. Plagiarism: This form of misconduct consists of any attempt to receive credit for the work of another, including taking credit for someone else's work, ideas, or methods, copying the writing of others without proper acknowledgment, or otherwise taking credit falsely.
3. Abuse of confidentiality: This includes the use or release of information given to one under the understanding of confidentiality. Examples include taking ideas from documents to which access was given, under rules of confidentiality, such as in the reviewing of grant proposals, award applications, manuscripts submitted for publication, scholarly prizes or journals.

4. Violations of rules and regulations concerning the conduct of research: Examples include violations of federal, state or local governmental regulations, or University regulations dealing with protection of human subjects, use of dangerous or hazardous substances, improper use of recombinant DNA, and mishandling of radioactive materials.
5. Misrepresentations in publication: This form of misconduct involves the publishing or public circulation of material intended to mislead the reader. Examples include misrepresenting data (particularly its origins) or adding or deleting the names of other authors without the latter's consent.
6. Violations of research-related property rights: Examples include the deliberate taking or destroying the research related property of others, such as data, research papers, notebooks, equipment, or supplies.

III. TIMELINESS

Timeliness in investigating a complaint is essential for just and fair procedures. In the interest of the parties concerned, all matters should be handled as expeditiously as possible. Deadlines cited in this document are intended to serve as outside limits for actions to occur. All persons charged with administering this process will endeavor to meet all deadlines, but failure to do so will not prevent the process from continuing. The complainant or the respondent must demonstrate to the Chair of the Scholarly and Research Misconduct Board some prejudice stemming from a delay before this process will be stopped. A complainant will have sixty days following the discovery of an alleged violation to file a complaint unless he or she can show good reason (as determined by the Chair of the Scholarly and Research Misconduct Board) for having that deadline waived.

If a respondent fails to answer a charge or to participate in a hearing, his or her Vice Chancellor will be notified of that fact by the Vice Chancellor for Research and Engagement. Failure to respond to a charge or to appear at a hearing will be considered a breach of an employee's or graduate student's responsibility. Furthermore, a respondent will not prevent this process from proceeding by his or her silence or absence. Failure to respond may result in the hearing proceeding solely on the basis of the complainant's testimony and evidence.

A complainant may withdraw a charge after it has been filed, provided the respondent agrees to the withdrawal.

IV. RETALIATION

No individual will be penalized by the University or by any person for participating in the procedures described here. Any act of retaliation directed against either a complainant or a respondent will be subject to this grievance procedure. Complaints of retaliation should be addressed to the Vice Chancellor for Research and Engagement who will advise the grieving party of his or her rights in this matter. Any act of retaliation shall be treated as an additional allegation of misconduct subject to these procedures.

V. PROCEDURES

The office of the Vice Chancellor for Research and Engagement will be responsible for administering these procedures. A University Research and Scholarly Misconduct Board, consisting of each and every college Dean, and two members from each college nominated by the college Deans and appointed by the Vice Chancellor for Research and Engagement, shall constitute the University body for interpreting misconduct policies and procedures and for recommending policy or procedural changes to the Faculty Senate and Research Council. The Vice Chancellor for Research and Engagement shall chair the Research and Scholarly Misconduct Board.

It is the responsibility of all members of the University community to inform the University when a situation involving possible misconduct is encountered. Such circumstances involving possible misconduct in research and scholarly activities should normally be referred to the appropriate Dean or the Vice Chancellor for Research and Engagement. Any other person associated with the institution receiving a report or formal complaint alleging misconduct in research and scholarly activities shall forward it on a timely basis to the appropriate Dean or the Vice Chancellor for Research and Engagement. It is not necessary that someone filing a complaint be directly affected negatively by the action in question; it is sufficient that the complainant believe that the rules concerning misconduct have been violated. The Dean shall promptly inform the Vice Chancellor for Research and Engagement of all reports or formal complaints alleging misconduct in research and scholarly activities.

The Vice Chancellor for Research and Engagement will immediately determine whether a federal or state misconduct policy applies and, if it does, conform also to its requirements. Such policies may require immediate steps or notifications, or other later steps as the various procedures are followed. Examples of reasons for timely action include: an immediate health hazard, an immediate need to protect the federal or state sponsor's funds or equipment, an immediate need to protect the interests of the complainant or respondent(s) or associates, high probability that the alleged incident will be reported publicly, reasonable indication of a possible criminal violation. Some situations may require immediate action(s) by University authorized persons, which may include certain notifications of relevant external sponsoring agencies.

When Federal Department of Health and Human Services (DHHS) support or applications for support are involved, then the Vice Chancellor for Research and Engagement must notify the DHHS Office of Research Integrity (ORI) immediately if at any stage of these proceedings: (a) the health or safety of the public is at risk, including an immediate need to protect human or animal subjects; (b) DHHS resources or interests are threatened; (c) research activities should be suspended; (d) there is reasonable indication of possible violations of civil or criminal law; (e) Federal action is required to protect the interests of those involved in the research misconduct proceeding; (f) the research institution believes the research misconduct proceeding may be made public prematurely so that DHHS may take appropriate steps to safeguard evidence and protect the rights of those involved; or (g) the research community or public should be informed.

Either before or when the Vice Chancellor for Research and Engagement notifies the respondent of the allegation, inquiry or investigation, the Vice Chancellor for Research and Engagement shall take interim administrative actions, as necessary and appropriate, to protect any research records, until all proceedings relating to the alleged misconduct are complete. In particular, the Vice Chancellor for Research and Engagement shall take all reasonable and practical steps to obtain custody of all the research records and evidence needed to conduct the research misconduct proceeding, inventory the records and evidence, and sequester them in a secure manner. Where the research records or evidence encompass scientific instruments shared by a number of users, custody may be limited to copies of the data or evidence on such instruments, so long as those copies are substantially equivalent to the evidentiary value of the instruments. However, where appropriate, the respondent(s) shall be given copies of, or reasonable, supervised access to the research records.

The Vice Chancellor for Research and Engagement will take interim administrative actions, as appropriate, to protect Federal funds and insure that the purposes of the Federal financial assistance are carried out. These procedures, once initiated, must be completed. In many cases, where a state or federal misconduct policy applies, these procedures are often seen as being followed on behalf of the sponsor. In such cases, timely and periodic consultation with the sponsor may be required. Sponsors will likely not permit their rights to conduct an inquiry or hearing to be reduced or forfeited by allowing the University to proceed on its behalf. If at any time before these research misconduct procedures have been completed, the Vice Chancellor for Research and Engagement wishes to cease the proceedings, the reasons must be stated in writing, and

provided to relevant sponsor(s). When DHHS support or applications for support are involved, then the Vice Chancellor for Research and Engagement will inform the ORI in writing of the reasons for ceasing. It is possible that a sponsor will insist on continuation (as supported by applicable law), or insist on conducting its own process (as supported by applicable law).

These procedures are intended to provide a fair, prompt and reliable determination whether misconduct has occurred, as described by the University's Policy on Responsible Conduct of Research and Scholarly Activities (BOT T08-010). No one associated with the University is exempt from the jurisdiction of these procedures. All those who are involved with any of these proceedings shall protect the privacy of the complainant and the privacy of the respondent(s) to the maximum extent possible. In addition, confidentiality shall be maintained for any research records or evidence from which research subjects might be identified. As in any grievance procedure, justice requires that the legal rights as well as the right to academic freedom of any complainant, the whistleblower, and the person who has allegedly violated the misconduct rules, the respondent, be fully assured. The University will make every effort to protect these rights and will undertake to prevent any action that threatens or compromises them.

The Office of the Vice Chancellor for Research and Engagement will maintain general information on the subject of misconduct in research and scholarly activities and make this information available to faculty, students, administrators and other employees of the University. Informal requests for information or consultation with the Office of the Vice Chancellor for Research and Engagement or with other University entity (e.g. Office of Grants and Contracts, Office of Research Affairs, Ombuds' Office, etc.) and departments will not, in themselves, be construed as an allegation of misconduct in research and scholarly activities which invokes these procedures.

• **Preliminary Review**

When a report or formal complaint alleging possible misconduct in research and scholarly activities is received by the Vice Chancellor for Research and Engagement, he or she will appoint a designee(s) to conduct a PRELIMINARY REVIEW. Normally the designee will be the Dean of the relevant college, but in situations of real, apparent, or potential conflict of interest, some other appropriate person(s) of comparable rank without any such conflict shall be appointed.

The designee will conduct a PRELIMINARY REVIEW of the information or circumstances giving rise to a suspicion of misconduct in research and scholarly activities. The designee is directed to inform the person(s) alleged to have committed the act(s) of misconduct (the respondent) and, if the respondent(s) so desire, receive account(s) of the situation under inquiry from their/his/her point of view. The designee may consult informally, on a confidential basis, with the chairperson of the department involved and with others in the university community in carrying out the PRELIMINARY REVIEW. Immediate action should be taken to protect any data or other materials involved, including obtaining secure possession of such materials. The purpose of the PRELIMINARY REVIEW is to ascertain whether or not there is sufficient substance to the allegation of misconduct to proceed with additional investigation.

The PRELIMINARY REVIEW should be completed by the designee within seven days of the receipt of the allegation or other information. Any need for additional time must be documented in writing.

The designee shall make a written recommendation to the Vice Chancellor for Research and Engagement with copies to the respondent, and to any complainant. The recommendation shall specify either that the allegation or other information is without substance and the matter should be closed or that there is sufficient substance to the claims of misconduct to warrant further review. The respondent(s) may comment in writing on the written recommendation, which comment will be attached and subsequently included thereafter with the written recommendation.

The Vice Chancellor for Research and Engagement shall review the recommendation of the PRELIMINARY REVIEW designee and decide whether to proceed to the next level of review.

If the decision is consistent with the PRELIMINARY REVIEW recommendation and is to proceed, the Vice Chancellor for Research and Engagement shall bring the matter before the University Research and Scholarly Misconduct Board. If the decision is consistent with the PRELIMINARY REVIEW recommendation and is not to proceed, the matter will be closed, unless any complainant wishes to appeal the decision to the Provost. Upon appeal, the Provost shall review the record and make the final decision on whether to proceed. If the decision is to proceed, the Vice Chancellor for Research and Engagement shall bring the matter before the University Research and Scholarly Misconduct Board.

If the Vice Chancellor's decision is contrary to the recommendation of the PRELIMINARY REVIEW designee, the designee can appeal to the Provost. The Provost shall review the record and make the final decision on whether to proceed. If the decision is to proceed, the Vice Chancellor for Research and Engagement shall bring the matter before the University Research and Scholarly Misconduct Board.

• **Committee of Inquiry**

Except in those cases which are revealed by the PRELIMINARY REVIEW to be clearly without substance, the University Research and Scholarly Misconduct Board, chaired by the Vice Chancellor for Research and Engagement, will appoint a COMMITTEE OF INQUIRY consisting of the designee of PRELIMINARY REVIEW, serving as Chair, at least three members of the Board, and experts selected from disciplines appropriate to the nature of the particular situation. Ordinarily the COMMITTEE OF INQUIRY shall consist of no more than eight persons. No one who has any real, apparent, or potential conflict of interest will be appointed. The COMMITTEE OF INQUIRY will include members with the necessary and appropriate expertise to evaluate the relevant evidence. Respondent(s) will be informed that an inquiry is being conducted.

1. The COMMITTEE OF INQUIRY will consult with and hear from the respondents and other affected individual(s), gather information, conduct preliminary fact finding, and determine whether there are reasonable and adequate grounds to warrant an investigation of misconduct in research and scholarly activities. The members of the Committee of Inquiry will act at all times to preserve the confidentiality of the inquiries made and the information gathered.
2. The chair will transmit a written report including the evidence reviewed, summaries of relevant interviews, and the findings of the COMMITTEE OF INQUIRY and its recommendation and the reasons therefore to the Vice Chancellor for Research and Engagement for action and to the respondent(s) and other individuals who are directly affected, including any complainant. The written report should be transmitted within thirty calendar days of the appointment of the committee (providing thirty days total for the committee of inquiry to conduct its inquiry and to issue its final report). Any need for additional time must be documented in writing. The respondent(s) may comment in writing on the written report, which comment will be attached and subsequently included thereafter with the written recommendation. The report, with any attachments, will be retained for at least three years. When DHHS support or applications for support are involved, then the report will be made available to authorized DHHS personnel upon request.
3. The Vice Chancellor for Research and Engagement shall review the recommendation of the COMMITTEE OF INQUIRY and decide whether to proceed to an investigation of misconduct in research and scholarly activities.

If the Vice Chancellor's decision is consistent with the COMMITTEE OF INQUIRY recommendation and is to proceed, the Vice Chancellor shall bring the matter to the University Research and Scholarly Misconduct Board.

If the Vice Chancellor's decision is consistent with the COMMITTEE OF INQUIRY recommendation and is not to proceed, the matter will be closed, unless any complainant wishes to appeal the decision to the Provost. In closing the matter, the Vice Chancellor may at his/her discretion, or in accordance with recommendation of the COMMITTEE OF INQUIRY, issue a letter of advice to respondent(s), with copies to those in the academic chain of command of respondent(s). Upon appeal, the Provost shall review the record and make the final decision on whether to proceed. If the decision is to proceed, the Vice Chancellor for Research and Engagement shall bring the matter to the University Research and Scholarly Misconduct Board.

If the Vice Chancellor's decision is contrary to the recommendation of the COMMITTEE OF INQUIRY the Chair of the Committee of Inquiry can appeal to the Provost. The Provost shall review the record and make the final decision on whether to proceed. If the decision is to proceed, the Vice Chancellor for Research and Engagement shall bring the matter before the University Research and Scholarly Misconduct Board.

After the final decision to proceed with an investigation is made, the Vice Chancellor for Research and Engagement shall notify granting or contracting agencies or entities of the complaint, as required under existing federal and state regulations and as may be required by the grant or contract condition. In addition, the Vice Chancellor for Research and Engagement shall continue to ensure that relevant documents are held securely. When DHHS support or applications for support are involved, then the Vice Chancellor for Research and Engagement will inform ORI no later than on or before the date on which the investigation begins of the decision to proceed with an investigation.

If the final decision is not to proceed, the Vice Chancellor for Research and Engagement shall undertake diligent efforts, as appropriate, to restore the reputations of respondent(s) and to restore the reputation of every complainant who has in good faith made allegations of misconduct.

• **Hearing Panels of the University Research and Scholarly Misconduct Board**

Within ten days of receiving the formal recommendation from a COMMITTEE OF INQUIRY and if there is a decision to proceed, the Vice Chancellor for Research and Engagement will appoint a HEARING PANEL.

The HEARING PANEL shall consist of five members of the University Research and Scholarly Misconduct Board, and additional members up to a maximum of ten. At least two members of the HEARING PANEL shall be from the respondent's school or college. The HEARING PANEL will include members with the necessary and appropriate expertise to carry out a thorough and authoritative evaluation of the relevant evidence. No one who has any real, apparent, or potential conflict of interest will be appointed. The Vice Chancellor for Research and Engagement will designate one member to serve as Presiding Officer. The members of the Panel will act at all times to preserve the confidentiality of the inquiries made and the information gathered. The HEARING PANEL should complete its duties, including preparation of its final report, within 120 days of its appointment. The date on which the HEARING PANEL is appointed marks the beginning of the 120 period. Any need for additional time must be documented in writing. The Vice Chancellor for Research and Engagement will conform to any applicable reporting requirements of an involved state or federal sponsor. If additional time is needed and DHHS support or applications for support are involved, then the Vice Chancellor for Research and Engagement will provide ORI with a complete status report, explanation for the delay, specific plan for completion, and a timetable for completing the hearing process. This is to be treated as a request to ORI.

When DHHS support or applications for support are involved, then the Vice Chancellor for Research and Engagement will keep ORI apprised of any developments during the course of the hearing that disclose facts that may affect current or potential DHHS funding for any such respondent, or that the PHS needs to know to ensure appropriate use of Federal funds and otherwise protect the public interest.

1. Preparation of Formal Complaints and Responses

A charge of misconduct to be considered by a HEARING PANEL is to be in the form of a signed statement setting forth clearly and concisely the allegations concerning misconduct. A complaint ordinarily will be signed by the complainant(s) who initially brought the alleged misconduct to the attention of the Vice Chancellor for Research and Engagement, especially in circumstances in which the complainant(s) allegedly has been directly affected by the misconduct. However, in cases where the alleged misconduct involves rules and regulations concerning the conduct of research, or in which the alleged misconduct has no specific alleged victim, the Designee of the Committee of Inquiry or the Vice Chancellor for Research and Engagement prepares and signs the complaint. In all cases, the signatory(s) to the complaint become the complainant(s) in the proceedings of the HEARING PANEL.

2. The HEARING PANEL

Before a HEARING PANEL is convened, each party to the proceeding will have the right to object to the appointment of any panel member on the grounds that the member is biased. The Vice Chancellor for Research and Engagement will determine whether any objections have merit and will judge whether a panel member will be seated.

Before any case is heard by the HEARING PANEL, the complainant and the respondent, along with their advocates, will meet with the Presiding Officer of the HEARING PANEL to attempt to clarify the issues and to define the areas of agreement. To encourage a fair and focused hearing the Presiding Officer will notify the HEARING PANEL at the start of the proceedings about the points of agreement and disagreement. The HEARING PANEL will hear testimony and consider evidence related to the complaint. The panel will determine whether misconduct has occurred. The HEARING PANEL may consult with University Counsel or have his or her assistance at the hearing.

3. Duties and Powers of the Presiding Officer

The Presiding Officer will:

- ensure an orderly presentation of all evidence;
- ensure that the proceedings are electronically recorded; and
- see that a fair and impartial decision based on the issues and evidence presented at the hearing is issued by the HEARING PANEL no later than ten working days after the conclusion of the hearing or, when written comments are submitted, ten working days after their submission. Any need for additional time must be documented in writing.

Duties and Powers of the HEARING PANEL

The HEARING PANEL will:

- conduct a fair and impartial hearing which ensures all the rights of all parties involved;
- define issues of contention;
- receive and consider all relevant evidence pertinent to the allegation;

- interview each respondent, complainant, and any other available person who has been reasonably identified as having information regarding any relevant aspects of the investigation, including witnesses identified by the respondent, and electronically record each interview, provide the recording or transcript to the interviewee for correction, and include the recording in the record of the investigation;
- ensure that the complainant and respondent have full opportunity to present their claims orally or in writing, and to present witnesses and evidence which may establish their claims;
- continue the hearing to a subsequent date if necessary to permit the complainant and respondent(s) to produce additional evidence, witnesses, or other relevant materials;
- change the date, time or place of the hearing on its own motion or for good reason shown by the complainant and respondent(s), and with due notice to all parties;
- permit the complainant and respondent(s) to submit written comments within ten working days from the conclusion of the hearing;
- rule by majority vote on all questions of fact, interpretations of rules, regulations and policies, recommendations for penalties and relief, and any requests that are made during the hearing.

The Conduct of The Hearing

The main purpose of the Hearing is to determine whether misconduct has occurred, as described by these procedures. The complainant and the respondent(s) will be given a full and fair hearing. The proceeding, although formal, is not a court proceeding and the HEARING PANEL will not be bound by the procedures and rules of evidence of a court of law. In most instances, complainants and respondents will be expected to speak for themselves. The HEARING PANEL will hear and admit evidence which it believes is pertinent to the case.

The HEARING PANEL will conduct its hearings by the following procedures:

- Unless otherwise agreed by a majority of the Panel, a closed hearing will be held within ten working days after the HEARING PANEL has been appointed.
- The complainant and respondent will have the opportunity to hear all testimony, to examine all evidence, to respond to any testimony, to present evidence and query witnesses, on the issues in contention.
- The complainant and the respondent(s) will have the right to be accompanied and advised by two people at any stage of the proceedings, neither of whom may be an attorney. However, advisors will not address the HEARING PANEL directly except in special cases, and with permission of the Panel.
- If the complainant or any respondent is a member of a collective bargaining unit, the advisors mentioned above may, upon the request of the party, be representatives of his or her union. However, neither complainant nor any respondent will be required to be advised by a union representative. When there is no request for union representation by a member of a union, the union will be notified that a hearing has been scheduled and will be allowed to send an observer.
- The hearing will be recorded electronically by the HEARING PANEL and the records will become the property of the University. Subsequently, either the complainant or the respondent(s) may have supervised access to the records by application to the Vice Chancellor for Research and Engagement.

Order of the Hearing

The proceedings before the HEARING PANEL will be as follows:

- The President Officer will read the charge(s) and ask the respondent to either admit or challenge each and all allegation(s).
- The complainant may present a brief opening statement, followed by a brief opening statement from the respondent.

- The HEARING PANEL will give each party the opportunity to present all relevant evidence.
- Each party may make a concluding statement to the HEARING PANEL.
- If the complainant or any respondent wishes to submit any written comments after the hearing, he or she will notify the Presiding Officer within two working days after the hearing. The written comments will be submitted within ten working days after the hearing's conclusion. Any need for additional time must be documented in writing. A HEARING PANEL, by a majority vote of its members, may make other rules concerning the procedures for conduct of the hearing which it deems appropriate and consistent with these procedures.

Decision of the HEARING PANEL

After all the evidence and testimony is presented, the HEARING PANEL will convene for private deliberations to determine whether misconduct has occurred, as described by these procedures. Misconduct will have been found to have occurred only when there is preponderance of supporting evidence. In all cases described below, the HEARING PANEL will prepare a written report of its investigation, comprising a comprehensive record of the information that it was provided and its sources, facts established, how the misconduct policy and procedures were applied, findings regarding whether and how misconduct occurred, and recommended actions, if any. A draft of this report must be given to the respondent(s), as well as a copy of, or supervised access to, the evidence. The respondent(s) may provide written comments regarding the draft report, within thirty (30) days, which comments will be attached and subsequently included thereafter with the final written report. The HEARING PANEL shall consider these comments before issuing its final written report. This final written report will be made available to relevant external sponsoring agencies in accordance with any policies or law that may apply.

If the HEARING PANEL finds that misconduct has not occurred, it will recommend to the Vice Chancellor for Research and Engagement that the matter be closed. If the Vice Chancellor for Research and Engagement does not concur, then the Vice Chancellor for Research and Engagement will attach his/her own recommendation, which shall be attached to the HEARING PANEL's report and be included thereafter with the report. Respondent(s) will be permitted to attach a written reply, which will be included thereafter with the report. The HEARING PANEL report, with any attachments, will be forwarded to the Provost, who shall review the record and make the final decision.

If the HEARING PANEL finds that misconduct has occurred, then the violation(s) will be described and explained in its report. The final report must describe the policies and procedures under which the hearing was conducted, how and from whom information was obtained relevant to the hearing, the findings, the basis of the findings, actual text or an accurate summary of the views of respondent(s), and sanctions imposed by the Provost. The Panel will also recommend one or more penalties. The penalties will reflect the nature and severity of the misconduct, and will include, but are not limited to verbal admonition, written warning to be included in the individual's personnel file, removal from certain duties, demotion, suspension with or without pay and termination. Recommended penalties shall be consistent with Trustee personnel policies and collective bargaining agreements in force at the time of the decision. Penalties from external sponsors may apply separately or in addition. Respondent(s) are permitted to attach a written reply, which will be included thereafter with the report. The HEARING PANEL report, with any attachments, will be forwarded to the complainant, respondent(s), the Vice Chancellor for Research and Engagement and the Provost. The Provost shall review the report (record) and make the final decision. When DHHS support or applications for support are involved, then the Vice Chancellor for Research and Engagement will provide the final HEARING PANEL report to ORI.

Decision of the Provost

- The Provost, after consultation with the Vice Chancellor for Research and Engagement, will act upon the recommendations of the HEARING PANEL within ten (10) working days of their receipt. Such action

will normally include imposing appropriate sanctions or penalties as described above. The Provost's determination shall be based upon consideration of both the case in question and any prior record of violations of University policies by respondent(s). The Provost's decision shall be forwarded in writing to both the respondent(s) and the HEARING PANEL, with specific explanations of any change in the PANEL's recommendations.

- The penalized respondent(s) of the HEARING PANEL may request that the decision of the Provost be reviewed by the Chancellor by filing a written petition within ten (10) working days after receiving the Provost's decision. The decision of the Chancellor shall constitute the final University disposition of the matter and no further administrative appeals will be considered. The Vice Chancellor for Research and Engagement will communicate in writing the decision to the relevant state or federal agencies or other entities as required by rules and regulations or terms of grant or contracts.
- The appropriate department chair or head and the appropriate dean will be informed in writing of the final disposition.
- The Vice Chancellor for Research and Engagement will undertake diligent efforts, as appropriate, to restore the reputation of each respondent for whom allegation(s) of misconduct were not confirmed. The Vice Chancellor for Research and Engagement will also undertake diligent efforts to protect the position and reputation of any complainant who has acted in good faith, as well any witness, or any committee or panel member; and protect them from retaliation by respondents and others.
- Penalties may be subject to additional review or grievance only as specified in collective bargaining agreements in force at the time of the decision.
- These disciplinary actions will not affect, or be affected by, additional sanctions imposed upon the respondent(s) by an external funding agency.

VI. COOPERATION WITH AUTHORITIES

All members of the University of Massachusetts community are expected to give their full and continuing cooperation with Federal authorities during any investigatory reviews or any subsequent hearings or appeals under which the respondent(s) may contest Federal agency findings of research misconduct and proposed administrative actions. This includes providing, as necessary to develop a complete record of relevant evidence, all research records and evidence under the campus' control or custody, or in the possession of, or accessible to, any persons within its authority. All persons shall also assist, as necessary, in administering and enforcing any Federal administrative actions imposed on any institutional members.

APPENDIX D INTELLECTUAL PROPERTY POLICY

See link:

http://www.umass.edu/research/system/files/Intellectual_Property_Policy_UMA.pdf

APPENDIX E CONFLICTS OF INTEREST RELATING TO INTELLECTUAL PROPERTY AND COMMERCIAL VENTURES

See link:

<http://www.umass.edu/research/conflict-interest-relating-intellectual-property-and-commercial-ventures-policy>

**THE UNIVERSITY OF MASSACHUSETTS AMHERST
INTELLECTUAL PROPERTY POLICY**

The prompt and open dissemination of the results of research and creative work among scholars and, eventually, to the public at large is essential to the University's mission of education and research. The commercial development and distribution of the results of research and creative work to benefit the inventor or creator and the economy is part of the University's mission of public service. This Policy is intended to facilitate the commercial development of intellectual property arising at the University and to provide an incentive to University inventors or creators to participate in such development while acknowledging the University's primary goal of the discovery and dissemination of knowledge.

I. Definitions

As used in this Policy, the following words shall have the following meanings:

- A. Confidential Information - Information that is received by a Covered Individual from a third party under an express or implied obligation of confidence.
- B. Covered Individuals - All staff, faculty members, students, adjunct professors in residence, and any other individuals associated with the University.
- C. Copyrightable Work - A creative work that is protectable under the copyright laws of the United States or other countries. Copyright protection is available for most literary, musical, dramatic, and other types of creative works, including, for example, computer software, teaching materials, multimedia works, proposals, and research reports.
- D. CVIP - The University Office of Commercial Ventures and Intellectual Property, which has primary responsibility for administering the development and commercialization of Intellectual Property through licensing or other arrangements.
- E. Director - The Executive Director of the CVIP.
- F. Evaluation Committee or Committee - One of several University committees, each with a particular area of technical expertise, that advises the CVIP and Vice Chancellor for Research in evaluating Inventions, Tangible Research Materials, and Copyrightable Works.
- G. Exempted Scholarly Work - A Scholarly Work that falls within certain categories of Copyrightable Works for which academic institutions have historically waived any ownership interest in favor of the author. The University currently recognizes the following categories of Exempted Scholarly Works: textbooks, class notes, research proposals, classroom presentation and instruction, research articles, research monographs, student theses and dissertations, paintings, drawings, sculpture, musical compositions and performances, dramatic works and performances, poetry, and popular fiction and nonfiction. As modern types of works become clearly established as Scholarly Works, so that individual consideration is no longer deemed necessary, the President may expand this

list of Exempted Scholarly Works beyond these historically established categories. Except for the limited circumstances described in Sections III.C.1.b. and III.C.1.c. below, Exempted Scholarly Works need not be disclosed to the University and the University automatically waives any ownership interest in such works.

- H. Intellectual Property - Inventions, Copyrightable Works, and Tangible Research Materials.
- I. Invention - A discovery or development that may be protectable under the patent laws of the United States, the United States Plant Variety Protection Act, or equivalent laws in other countries.
- J. Outside Researcher - An individual who performs or directs research for an organization other than the University.
- K. President - The President of the University or his or her designee.
- L. Public Disclosure or Publicly Disclosed - Any written or oral disclosure of an Invention or Copyrightable Work to any person not under a contractual or fiduciary obligation of confidentiality to the University.
- M. Scholarly Work - A Copyrightable Work that has the primary goal of disseminating academic or scholarly knowledge or is a work of artistic expression. As described in Section III.C. below, whether a Copyrightable Work is a Scholarly Work will be determined by the Director and Vice Chancellor for Research on a case-by-case basis (except that Exempted Scholarly Works are automatically considered Scholarly Works). The University waives all ownership interests in Scholarly Works except in the two circumstances described in Sections III.B.2. and III.B.3.
- N. Tangible Research Materials or Materials - Tangible biological, chemical, and physical materials or equipment. Examples include cell lines, antibodies, DNA or RNA, chemical samples, plasmids, and prototypes.
- O. Vice Chancellor for Research - The Vice Chancellor for Research at each campus, or where no such person exists, the Provost (or their designees).

II. **Scope**

A. Persons Subject to the Policy

All Covered Individuals are subject to this Policy.

B. Types of Intellectual Property Covered by the Policy

This Policy addresses the three categories of Intellectual Property (Inventions, Copyrightable Works, and Tangible Research Materials) as well as Confidential Information. The President shall have authority to designate additional types of Intellectual Property under this Policy.

III. **Policy**

A. Participation Agreement

The University has adopted a Participation Agreement, attached as Exhibit A, that confirms acceptance of this Policy by Covered Individuals and assigns to the University all rights in any Intellectual Property in which the University asserts ownership (as described below).

1. Students - Students must sign the Participation Agreement prior to employment by the University in any research-related position. Such employment would include, for example, an arrangement whereby a student is funded as a research assistant under a government research grant or an industry-sponsored research agreement with the University. Students may also be required to sign the Participation Agreement under other appropriate circumstances, as determined by the Vice Chancellor for Research (for example, as required by the terms of a research grant).
2. Individuals Other Than Students - All Covered Individuals other than students must sign the Participation Agreement. The University will confirm that a valid Participation Agreement is on file before a Covered Individual receives any University-administered funds under a research grant or agreement. The University may also refuse to process any agreement involving that Covered Individual to the extent that the agreement would grant rights in Intellectual Property to an outside party.

B. Ownership of Intellectual Property

Any Covered Individual who invents, creates, or discovers any Intellectual Property will own all rights to such Intellectual Property except as follows:

1. Use of University Resources - The University will own any Intellectual Property (other than Exempted Scholarly Works) that is made, discovered, or created by any Covered Individual who makes significant use of University resources (including University-administered funds or University-funded time, facilities, or equipment) in connection with the development of such Intellectual Property. Use of library facilities, facilities available to the general public, and occasional use of office equipment and office staff will not ordinarily be considered "significant use" of University facilities and equipment. In addition, faculty members will not be considered to have made significant use of University resources if (i) the faculty member receives advance written approval of the proposed use from the Department Chair, (ii) academic uses of facilities and equipment have priority, (iii) the faculty member compensates the University for the fair market value of the facilities and equipment (as actually charged by the University to outside users or, in the absence of such documentation, as determined by the Vice Chancellor for Research), (iv) the faculty member is not using University-committed time because the activities are permitted Outside Activities (under the University Policy on Faculty Consulting and Outside Activities), and (v) the faculty member does not use any University-provided funds or University-administered funds in connection with the activity.

If a Covered Individual makes, creates, or discovers Intellectual Property without significant use of University resources, but the Intellectual Property closely resembles a specific research project that the Covered Individual has conducted at the University, it may appear that the Intellectual Property arose with use of University resources. Under these circumstances, the University and the Covered Individual (or a company for whom the Covered Individual consults) could later argue about ownership of the Intellectual Property because the University might reasonably believe that University resources were in fact used. Such arguments usually arise after the Intellectual Property has gained substantial commercial value. In order to avoid these potentially litigious situations, the

University requires Covered Individuals to disclose to the University any Intellectual Property that closely resembles a specific research project at the University, together with an explanation that the Intellectual Property did not arise through use of University resources. The University may ask the Covered Individual for documentation supporting the claim that there was no significant use of University resources. As described below, if there was no significant use of University resources, the University will give the Covered Individual a written acknowledgment that the University has no ownership interest in that Intellectual Property.

2. University-Commissioned Works - The University will own any Intellectual Property (including Exempted Scholarly Works) that is made, discovered, or created by a Covered Individual who is specifically hired or commissioned by the University for that purpose, unless otherwise provided by written agreement between such individual and the University.
3. Intellectual Property Subject to Contractual Obligations - Ownership of any Intellectual Property (including Exempted Scholarly Works) that is made, discovered, or created in the course of research funded by a sponsor pursuant to a grant or research agreement, or which is subject to a materials transfer agreement, confidential disclosure agreement or other legal obligation affecting ownership, will be governed by the terms of such grant or agreement, as approved by the University, although the University will ordinarily claim ownership.
4. Student Works
 - a. Generally - As with other Covered Individuals, students shall own any Intellectual Property that they make, discover, or create in the course of research (e.g., thesis or dissertation research) unless (i) the student received financial support from the University in the form of wages, salary, stipend, or grant funds for the research, (ii) the student made significant use of University resources (including University-administered funds or University-funded time, facilities, or equipment) in connection with the research, or (iii) the research was funded by a sponsor pursuant to a grant or sponsored research agreement or is subject to a materials transfer agreement, confidential disclosure agreement, or other legal obligation that restricts ownership of Intellectual Property.
 - b. Theses and Dissertations - The texts of all student theses and dissertations, and derivative works of these works, are considered Exempted Scholarly Works; therefore, the student will own copyright to the Scholarly Work (unless Sections III.B.2. or III.B.3. apply), subject to a royalty-free license to the University to reproduce and publish the Scholarly Work. As described below, students are allowed to publish their theses and dissertations unless they have agreed in writing to restrictions that preclude or delay publication.

Under certain circumstances, as described in Section III.C.3. below, the University will relinquish its rights in Intellectual Property to the inventor or creator of that Intellectual Property at his or her request.

C. Administrative Procedures - Inventions and Copyrightable Works

A primary goal of the University is the discovery and free dissemination of knowledge for the benefit of the public. The University recognizes, however, that in certain instances the

public will only benefit from knowledge that is protected under the patent or copyright laws, which provide an incentive for economic development of that knowledge. The University therefore requests that all Covered Individuals disclose Inventions and Copyrightable Works (other than Exempted Scholarly Works) promptly, in order to

allow the University an opportunity to evaluate their commercial potential, and to preserve or enhance their value by filing a patent application or obtaining a copyright registration. The University has established the following procedures in order to accomplish the dual objectives of disseminating knowledge and maximizing the economic value of that knowledge.

1. Disclosure to the University - Disclosure forms should be submitted to the CVIP or the Vice Chancellor for Research. The Vice Chancellor for Research and the CVIP will exchange copies of all disclosure forms that each receives. The Vice Chancellor for Research will also make available to the campus Office of Grants and Contracts appropriate information to permit required disclosures to research sponsors (e.g., federal agencies). The CVIP will make available appropriate disclosure forms. The treatment of different categories of Intellectual Property is set forth below.

a. Intellectual Property Developed with University Resources or Closely Resembling a Specific University Research Project - All Covered Individuals are encouraged to disclose promptly all Inventions and Copyrightable Works (except Exempted Scholarly Works) that (i) are developed with significant use of University resources or (ii) closely resemble a specific research project in which that faculty member is engaged at the University (see Section III.B.1. above). Although the disclosure of such Inventions and Copyrightable Works is voluntary, if the Covered Individual intends to commercialize such Intellectual Property, disclosure is required reasonably before the Covered Individual takes any action to commercialize such Intellectual Property. Examples of commercial actions include, without limitation, seeking patent or copyright protection, commencing discussions with potential investors or licensees, or transferring the Intellectual Property to a third party.

If a Copyrightable Work is an Exempted Scholarly Work, no disclosure is required under any circumstances. In other cases in which a Covered Individual desires treatment of a Copyrightable Work as a Scholarly Work, the Covered Individual should submit to the CVIP or Vice Chancellor for Research, in addition to the disclosure form, a request for treatment of the work as a Scholarly Work and a brief explanation of why the work should be a Scholarly Work.

In the case of an Invention or Copyrightable Work that the Covered Individual claims is not subject to University ownership because the Intellectual Property was developed without significant use of University resources, the Covered Individual should submit to the CVIP or Vice Chancellor for Research, in addition to the disclosure form, a request for confirmation of individual ownership together with documentary evidence which clearly establishes that fact.

b. University-Commissioned Works - In the case of Inventions and Copyrightable Works (including Exempted Scholarly Works) that a Covered Individual is specifically hired or commissioned by the University to develop (see Section

III.B.2. above), disclosure of the Intellectual Property is required unless otherwise provided by written agreement between such individual and the University.

- c. Intellectual Property Subject to Contractual Obligations (e.g., Sponsored Research Agreements) - In the case of Inventions and Copyrightable Works (including Exempted Scholarly Works) developed in the course of research funded by a sponsor pursuant to a grant or research agreement, or which is subject to a materials transfer agreement, confidential disclosure agreement or other legal obligation requiring disclosure, the disclosure of such Intellectual Property will be governed by the terms of such grant or agreement, as approved by the University, if such terms differ from this Policy.
2. Evaluation and Disposition of Disclosures - The Director and the Vice Chancellor for Research will review, evaluate, and make a disposition of all disclosure forms, and will promptly notify the Covered Individual of their disposition. The evaluation and disposition of a disclosure will be completed as soon as possible, but for Inventions (and computer software) ordinarily no later than ninety (90) days, and for Copyrightable Works (other than software) ordinarily no later than thirty (30) days after the CVIP or the Vice Chancellor for Research receives a complete and accurate disclosure form and any other information that the CVIP or the Vice Chancellor for Research requests in order to make an informed evaluation of an Invention or Copyrightable Work. Disclosure forms will be evaluated for one of more of the following dispositions, subject to the appeals process described in Section III.C.4. below:
- a. Scholarly Work - In the case of a Copyrightable Work that is claimed as a Scholarly Work (but is not an Exempted Scholarly Work), the Director and the Vice Chancellor for Research will decide whether that work is in fact a Scholarly Work.
 - b. No Use of University Resources - In the case of an Invention or Copyrightable Work that the Covered Individual claims is not subject to University ownership because the Intellectual Property was developed without significant use of University resources, the Director and the Vice Chancellor for Research will decide whether there was in fact significant use of University resources.
 - c. Evaluation of Commercial Potential: The Evaluation Committees - In the case of an Intellectual Property that the Covered Individual discloses for possible commercialization by the University, the Director and the Vice Chancellor for Research will determine its commercial potential. To assist in this determination, the Director and the Vice Chancellor for Research may consult with patent or copyright counsel and outside experts in particular fields.

In addition to these resources, the Director and the Vice Chancellor for Research may seek the advice of various Evaluation Committees with expertise in various fields of research, which Committees the President shall have authority to establish at his or her discretion. Each Committee will be composed of faculty members with relevant expertise, appointed by the Chancellors in consultation with the Director and the Vice Chancellors for Research; a representative from the CVIP; and a Committee Chair, selected by vote of the whole Committee. The Director may invite to any Committee meeting one or more individuals from

outside the University with relevant industry experience to advise the Committee.

All intellectual property disclosures shall be considered confidential by the University. The University will inform all members of the Evaluation Committee and all outside experts that the information contained in the disclosures is confidential, and that breach of confidentiality is a violation of University policy that could lead to personnel or other available sanctions or actions and will obtain written acknowledgment of such obligations from these individuals. The Evaluation Committees will establish recusal procedures for members who have a conflict of interest in a particular case.

- d. Intellectual Property Subject to Contractual Obligations (e.g., Sponsored Research Agreements) - In the case of Inventions or Copyrightable Works (including Exempted Scholarly Works) that arise in the course of research funded by a sponsor under a grant or research agreement, or which are subject to a materials transfer agreement, confidential disclosure agreement, or other legal obligation affecting evaluation of disclosures, the evaluation process will be governed by the terms of such grant or agreement, as approved by the University, if such terms differ from this Policy.

In the unlikely event that the Director and the Vice Chancellor for Research disagree on the disposition of a disclosed Invention or Copyrightable Work, a final decision shall be made by the President.

3. Request for Relinquishment of Rights - Under certain circumstances, as described below, the University may relinquish its ownership rights in an Invention or Copyrightable Work to the inventor or creator of the Intellectual Property at his or her request.
 - a. Intellectual Property Developed With University Resources - The University automatically waives its rights in Exempted Scholarly Works. In all other cases, the University will ordinarily waive its ownership rights in favor of the inventor or creator of an Intellectual Property if the Covered Individual has made complete and accurate disclosure of such Intellectual Property in accordance with this Policy and the Director and Vice Chancellor for Research have determined that the Intellectual Property comes under one or more of the following categories (as described in detail in this Policy):
 - Copyrightable Work that is a Scholarly Work
 - Intellectual Property developed without significant use of University resources
 - Intellectual Property that the University has decided not to commercialize
 - Intellectual Property that the University ceases to use diligent efforts to commercialize
 - b. University-Commissioned Works - The University will not ordinarily waive its ownership rights in any Intellectual Property (including Exempted Scholarly Works) that is developed by a Covered Individual who is specifically hired or commissioned by the University for that purpose, unless otherwise provided by written agreement between such individual and the University.

- c. Intellectual Property Subject to Contractual Obligations - In the case of Intellectual Property (including Exempted Scholarly Works) that is developed in the course of research funded by a sponsor pursuant to a grant or research agreement, or which is subject to a materials transfer agreement, confidential disclosure agreement, or other legal obligation affecting ownership, the relinquishment of any University rights in the Intellectual Property will be governed by the terms of the relevant grant or agreement, as approved by the University, if such terms differ from this Policy. This includes research carried out by faculty members within a center of the University when a separate agreement with the University, approved by the Vice Chancellor for Research and the Director, has been executed by the center. Before a change is made in an ongoing research contract between the center and an outside entity, the Vice Chancellor for Research will consult with faculty members who participate in the contract. A Covered Individual may need a separate waiver or assignment of rights from the other party in order to acquire complete rights to the Intellectual Property.

If certain Intellectual Property is available for relinquishment by the University (as set forth above), the inventor or creator of the Intellectual Property may request in writing that the Director grant a release or assignment of rights. The Director in consultation with the Vice Chancellor for Research will promptly respond to this request. The University will retain a royalty-free, non-exclusive license to use any such Inventions or Copyrightable Works for academic research and teaching. If the University has incurred expenses to obtain legal protection for Intellectual Property (e.g., patent-related expenses), the University may condition its relinquishment of rights to that Intellectual Property through a contract with the Covered Individual to reimburse the University from commercialization revenues.

4. Appeals - If a Covered Individual disagrees with a decision of the Director and the Vice Chancellor for Research under Section III.C.2., such individual may ask for reconsideration by the appropriate Evaluation Committee. The Committee shall review the matter and make its recommendation to the Director and the Vice Chancellor for Research who shall reconsider the matter.

D. Administrative Procedures - Tangible Research Materials

While potential commercial value should not inhibit the free exchange of University-owned Tangible Research Materials for research purposes, the University nonetheless recognizes that such Materials may have significant commercial value. In addition, Tangible Research Materials received by Covered Individuals may be subject to contractual restrictions that severely limit the use and transfer of such Materials, to the detriment of University researchers. The University has therefore established the following procedures to allow the free exchange of Tangible Research Materials, while at the same time respecting the ownership rights of the University, protecting the rights of its researchers, and limiting the liability of the University and its researchers.

1. Transfer to Outside Researcher for Basic Research - If a Covered Individual desires to transfer Materials to an Outside Researcher for use in internal basic research, and not for the development or sale of commercial products, the Covered Individual must use the appropriate University form of Materials Transfer Agreement ("MTA"), which will be provided by the CVIP together with instructions for the use of each form. The various forms of MTA will establish rights and responsibilities regarding

the Materials among the University and the Outside Researcher and his or her employer and will minimize future confusion and controversy regarding the use and transfer of the Materials and ownership of Inventions or Materials based on the supplied Materials. Faculty members (but not other Covered Individuals) are authorized to sign these MTAs on behalf of the University provided that (i) the University-form MTA is not altered or revised in any manner and (ii) a signed original of the MTA is sent to the CVIP when the Materials are sent to the Outside Researcher. Alternatively, CVIP representatives are authorized to approve and sign MTAs, even with revisions. If a Covered Individual is involved in a project that requires frequent exchanges of material with an Outside Researcher, the CVIP representative, in consultation with the General Counsel's office, may develop a blanket MTA to cover all exchanges between the Covered Individual and the Outside Researcher for a specific period.

If Materials are developed by a Covered Individual in the course of sponsored research, or are otherwise subject to contractual restrictions (e.g., a materials transfer agreement or confidential disclosure agreement), the transfer of such Materials to an Outside Researcher will be governed by the terms of the relevant agreement, if such terms differ from this Policy.

These procedures also apply to students who leave the University and desire to bring with them Materials that they developed or discovered in the course of their work at the University.

2. Transfer for Commercial Use - Materials may not be transferred to any Outside Researcher for any use other than internal basic research unless the Outside Researcher has obtained a license from the University through the CVIP under the procedures set forth in this Policy. Materials with commercial uses should be disclosed to the CVIP or Vice Chancellor for Research in the same manner as Inventions and will be treated in the same manner as Inventions.
3. Receiving Materials from Outside Researchers - If a Covered Individual receives Materials from an Outside Researcher at another organization (non-profit or commercial), the other organization or researcher may impose serious use and transfer restrictions on the Materials and may claim an ownership interest in Inventions, Copyrightable Works, or Materials that arise in the course of research performed with such Materials. For this reason, only CVIP representatives are authorized to approve and sign agreements governing receipt of Materials from other organizations. Covered Individuals are encouraged to consult with the CVIP regarding the restrictions applicable to a particular Material from an Outside Researcher before planning to use that Material in their research. Covered Individuals should be aware that, in some instances, these restrictions may be so onerous (e.g., no publications, assignment of inventions) that the CVIP will require modification of the agreement before approval. The CVIP will make available a University-form MTA for receipt of Materials, although the organization supplying the Materials will usually require use of its own MTA.

If Materials are received by a Covered Individual in the course of sponsored research, the transfer of such Materials will be governed by the terms of the applicable sponsored research agreement, if such terms differ from this Policy.

If any MTA restrictions would apply to research performed by students, the effected students must agree to such restrictions in writing.

4. Administrative Procedures - In instances where the approval and signature of a CVIP representative is required for minor changes in the University form, every attempt will be made to complete this process within three business days. If the approval process extends beyond three business days, the Covered Individual may request the intervention of the Vice Chancellor for Research, who will attempt to expedite the process. For more material changes a CVIP representative in consultation with the General Counsel's office will complete the process as soon as practicable. The Vice Chancellor for Research will maintain a record of any such requests and their disposition.

E. Administrative Procedures - Confidential Treatment of Information

While the academic tradition of free dissemination of knowledge for the public benefit is recognized by the University to be of paramount importance, it may be necessary or desirable, under some circumstances, to restrict disclosure of Confidential Information received from a sponsor company or to delay Public Disclosure of an Invention. The University has developed the following procedures to balance these competing interests. The University will ordinarily not agree to maintain University-generated research results as trade secrets.

1. Guidelines Regarding Public Disclosure of Inventions - Internal disclosure of an Invention to the CVIP or Vice Chancellor for Research will not interfere with the ability to patent the Invention. However, Public Disclosure of an Invention prior to filing for a patent application (even one day before) will preclude the availability of patent protection in most countries. This legal rule applies to any non-confidential written or oral disclosure that describes the Invention (e.g., at a scientific meeting, in a journal, or even in an informal discussion with colleagues outside the University).

Accordingly, the University strongly encourages Covered Individuals to disclose Inventions to the CVIP as soon as possible, and to delay Public Disclosure of the Invention until the evaluation process is completed and a patent application is filed. The CVIP and Vice Chancellor for Research will attempt to minimize delays in publication, but a delay of up to ninety days is often necessary for evaluation. The CVIP and Vice Chancellor for Research will make every effort to expedite the evaluation process when a Covered Individual indicates that there is a compelling need for rapid publication.

During this interim period, an Invention may be safely disclosed outside of the University under the protection of a Confidential Disclosure Agreement ("CDA"), because disclosures made under an appropriate CDA are not considered Public Disclosures. The University therefore recommends that all Covered Individuals use the University-form CDA whenever they disclose information relating to an Invention while the Invention is under evaluation by the University, and the University strongly recommends use of the University-form CDA and consultation with the CVIP if a Covered Individual wishes to disclose an Invention to an Outside Researcher associated with a company or other for-profit organization, or directly to such an organization. The CVIP will make available appropriate forms of CDA. Faculty members have authority to sign the University-form CDA on behalf of the University when they will disclose information (but will not receive information), provided they send a fully signed original of the CDA to the CVIP as soon as possible. Alternatively, CVIP representatives are authorized to approve and sign CDAs on behalf of the University.

Covered Individuals should be aware that Public Disclosure of an Invention prior to completion of the evaluation process and filing of a patent application will adversely affect the commercial value of the Invention and therefore may decrease the likelihood that the University will proceed with commercialization of that Invention.

In the case of an Invention or Copyrightable Work that arises in the course of sponsored research or a grant, or which is subject to a materials transfer agreement (MTA), confidential disclosure agreement, or other contractual restriction affecting Public Disclosure, any restrictions on Public Disclosure will be governed by the terms of the grant or agreement with the other party, as approved by the University. If such

restrictions would prevent or delay the publication of a student thesis or dissertation, then he or she must agree to such restrictions in writing.

2. Receiving Confidential Information from Outside Researchers - If a Covered Individual receives Confidential Information from an Outside Researcher or organization (non-profit or commercial) in relation to research performed by the Covered Individual at the University, the other organization or researcher may impose serious non-disclosure and non-use obligations on the Confidential Information and may claim an ownership interest in Inventions, Copyrightable Works, or Materials that arise in the course of research performed with such Confidential Information. For this reason, only CVIP representatives are authorized to approve and sign CDAs from other researchers or organizations on behalf of the University. The CVIP will make available a University-form CDA for receipt of Confidential Information, although the organization disclosing the Confidential Information will usually require use of its own form of CDA.

When Confidential Information is received by a Covered Individual in the course of sponsored research, the treatment of such Confidential Information will be governed by the terms of the applicable sponsored research agreement, if such terms differ from this Policy.

If any CDA restrictions would apply to research performed by students, the affected students must agree to such restrictions in writing.

F. Administrative Procedures - Sponsored Research with Commercial Organizations

The Vice Chancellor for Research in consultation with the CVIP shall have responsibility for negotiating, executing, and administering funded research agreements between the University and commercial organizations, in accordance with the University policies on sponsored research. The Vice Chancellor for Research may delegate all or some of these responsibilities to the CVIP. CVIP approval is required for any terms of such agreements that affect rights to Intellectual Property (e.g., option rights, license rights, or assignment of ownership). If any restrictions in a funded research agreement (such as publication delays) would apply to research performed by students, the affected students must agree to such restrictions in writing.

G. Commercialization of University-Owned Intellectual Property

The CVIP in consultation with the Vice Chancellor for Research shall have responsibility for commercial development and administration of all University-owned Intellectual Property. This commercial development will ordinarily occur through licensing of Inventions, Copyrightable Works, or Materials to a company. The CVIP will regularly consult with, seek the advice of, and inform the inventor or creator of the Intellectual Property throughout the commercialization process. The University recognizes that involvement of the inventor or creator at every step of the commercialization process is essential for the successful commercialization of Intellectual Property. The CVIP will use diligent efforts to commercialize the Intellectual Property. If the CVIP is successful in its commercialization efforts, the inventor or creator will share in the economic rewards, as will the department and campus.

The University acknowledges the possibility that, in some situations, a Covered Individual and the University may each have ownership of an important element of Intellectual Property. In these situations, the University and the Covered Individual may achieve the

highest value only if the combined Intellectual Property is commercialized. This Policy is not intended to limit the ability of a Covered Individual to contract with the CVIP to accomplish this result, even if the terms of that contract differ from this Policy. In any event, the University and the Covered Individual may each license their respective Intellectual Property separately if they cannot agree on contract terms.

1. Distribution of Non-Equity Revenue Derived from Commercialization - Royalty income and other non-equity revenue derived from the licensing of University-owned Intellectual Property will be distributed at the end of each accounting period as follows:

a. The University will be reimbursed for any out-of-pocket expenses incurred in obtaining and maintaining patent or copyright protection for a specific item of Intellectual Property, and in evaluating and marketing such Intellectual Property.

b. The remaining net income will be distributed as follows:

- Fifteen percent (15%) to the CVIP to fund patents, CVIP operations, and research grants
- Thirty percent (30%) to the inventor or creator
- Fifteen percent (15%) to the University entity or entities that provided the resources for development of the Intellectual Property, to fund research and scholarship
- Forty percent (40%) to the campus of the inventor or creator to fund research and scholarship

In the case of multiple inventors or creators of commercialized Intellectual Property, their shares will be distributed as they unanimously agree or, in the absence of agreement, in equal portions. If multiple departments or programs are involved, their shares will be distributed in the same manner as the distributions to the inventors or creators within such departments or programs.

At the written request of a Covered Individual, the University will furnish an accounting of these expenses and payments, but not more frequently than once each year. Covered Individuals are free to receive additional non-equity compensation directly from a commercial organization (e.g., through a consulting agreement), provided that the Covered Individual complies with other applicable University policies and procedures.

2. Acceptance of Equity - The University may accept an equity interest in a corporation, provided that before the CVIP agrees to accept equity, it must receive the approval of the Vice Chancellor for Research, the Vice President for Economic Development, and the University Treasurer. A Covered Individual must choose either of the following approaches when negotiations commence between the University and the corporation, but the choice is final once selected. If a transaction is completed before the Covered Individual makes a choice of these approaches, the approach in paragraph b shall apply.

a. Covered Individuals may elect to receive thirty percent (30%) of the equity that the University would otherwise receive in connection with the commercialization of Intellectual Property, in which case the Covered Individual agrees not to receive any other equity interest from the corporation. The Director may waive this restriction in his or her discretion. The University will not receive or hold this equity on behalf of a Covered Individual, but will instruct

the corporation to issue the equity directly to the Covered Individual. Covered Individuals must sign any documents required by the corporation (e.g., stock restriction agreements) and must agree to comply with any restrictions placed on the stock by the corporation. If the corporation refuses to issue the stock directly to the Covered Individual, or if the Covered Individual does not sign the necessary documentation, the University will instruct the corporation to issue the equity directly to the University. In such event, the Covered Individual may still receive equity independent of the University.

b. Covered Individuals may elect to receive equity directly from the corporation independent of the University, in which case the Covered Individual agrees not to receive any share of equity that the University may receive in that transaction. Covered Individuals selecting this approach may negotiate with the corporation to receive equity by means of, for example, a consulting agreement or founders stock. Such arrangements may be subject to the University Policy on Conflict of Interest Relating to Intellectual Property and Commercial Ventures.

3. Distribution of Equity Revenue Derived From Commercialization - The University will not receive and hold equity until liquidation on behalf of a Covered Individual. Instead, as explained in the preceding section, a Covered Individual may receive equity directly from a company (either together with the University or independent of the University). The equity received by the University in connection with the commercialization of Intellectual Property will be held until liquidation, with the proceeds distributed as follows:

a. First, to the extent the University is not fully reimbursed for out-of-pocket expenses from non-equity revenue, the University will be reimbursed for any remaining out-of-pocket expenses incurred in obtaining and maintaining patent or copyright protection for a specific item of Intellectual Property, and in evaluating and marketing such Intellectual Property.

b. The remaining proceeds from equity liquidation will be distributed as follows:

- Twenty percent (20%) to the CVIP to fund patents, CVIP operations, and research grants
- Twenty percent (20%) to the University entity or entities that provided the resources for development of the Intellectual Property, to fund research and scholarship
- Sixty percent (60%) to the campus of the inventor or creator to fund research and scholarship

Equity held within the University will be managed by the Treasurer. Equity may also be held on behalf of the University by the University of Massachusetts Foundation, Inc. or another outside investment advisor to minimize potential institutional conflicts of interest.

H. Enforcement

The Director, the Vice Chancellor for Research, or the President may refer any matter to the appropriate University official for disciplinary or other appropriate action.

I. Appeals

If a faculty member disagrees with any decision by the Vice Chancellor for Research or the Director, the faculty member may request an advisory opinion from an ad hoc faculty committee composed of three members appointed by the Chancellor for that campus and three members appointed by the Faculty Senate. The faculty member and the Vice Chancellor for Research will each present their views to the committee. The committee will adopt an opinion by vote of a majority of its members. In the event of a deadlock, the committee may adopt two opinions. The committee will transmit its written opinion to the faculty member, the Vice Chancellor for Research, and the Director.

If the disagreement persists, the faculty member may appeal the matter to the President (or his or her designee). The President will consider written statements by the faculty member, the Vice Chancellor for Research, and the Director, as well the advisory opinion rendered by the ad hoc committee. The decision of the President shall be final within the University.

In the case of Covered Individuals other than faculty members, the President shall have authority to overrule any decision of a Vice Chancellor or the Director. The decision of the President shall be final within the University.

If a Covered Individual disagrees with the final University decision, the Covered Individual may exercise his or her individual legal rights to pursue the matter in a court of law located in the Commonwealth of Massachusetts. This acknowledgment by the University that a Faculty Member has the right to pursue a legal claim is not an admission by the University that any Faculty Member actually has any actionable legal claim. Rather, the University seeks to preserve the legal rights of a Faculty Member outside of the collective bargaining process after internal appeals are exhausted.

J. Interpretation of Policy; Exceptions

The Director shall administer this Policy in regular consultation with the Vice Chancellors for Research and the President. The President shall have authority to interpret this Policy and, upon recommendation of the Vice President for Economic Development and in consultation with the General Counsel, may grant exceptions to the Policy in appropriate cases.

K. Reports

The Vice Chancellor for Research shall file with the Faculty Senate an annual report on disclosures and materials transfer agreements, indicating the number received, time involved in processing, and disposition. The report shall present summary statistics and shall maintain the confidentiality of individual disclosures.

(Amherst/Boston Version, 2/3/97 revised 3/24/97)

Policy on Conflicts of Interest Relating to Intellectual Property and Commercial Ventures Amherst & Boston

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Under most circumstances, conflicts of interest involving individuals associated with the University are addressed by Chapter 268A of the Massachusetts General Laws, which governs the conduct of public officials and employees. However, pursuant to Massachusetts General Laws Ch. 75 - 14A, in the area of intellectual property and technology transfer this policy is controlling. In matters not addressed by this policy, the provisions of Chapter 268A apply.

I. Definitions

As used in this Policy, the following words shall have the following meanings:

- A. Chair - The Chairperson of the Conflicts Committee, as described in detail below.
- B. Clinical Research- Research involving human subjects.
- C. Company- Any corporation, partnership, association, or other legal entity, excluding entities controlled by the United States government, the Commonwealth of Massachusetts, and the University. A Company shall include all affiliates and other associated entities.
- D. Conflict of Interest- (i) An actual or potential conflict between the personal interests of a Covered Individual and the interests of the University or the public or (ii) the reasonable appearance of such a conflict to the public. As explained below, the University recognizes that the existence of a conflict of interest is not improper, but could lead to improper behavior. This Policy seeks to manage conflicts of interest to minimize both the appearance of improper behavior and the harm that could result from actual improper behavior. The University does not require disclosure and review of every Conflict of Interest, but only those involving a Financial Interest and certain identified activities, as described below.

E. Conflicts Committee- A five-campus committee that reviews and manages conflicts of interest, as further described in Article II.

F. Covered Individual- Any individual associated with the University, including without limitation faculty, staff, and students, but excluding members of the CVIP and Vice Chancellors for Research. Anyone who is not a Covered Individual remains subject to the more restrictive provisions of Mass. Gen. Laws Ch. 268A.

G. CVIP- The University Office of Commercial Ventures and Intellectual Property.

H. Director - The Executive Director of the CVIP.

I. Equity- All ownership interests in a Company and all rights to obtain ownership interests in a Company, including without limitation common or preferred stock, warrants, options, and partnership units, and also including compensation arrangements based on equity performance (e.g., phantom stock). "Equity" does not include ownership interests that are held through publicly-traded mutual funds.

J. Financial Interest - A Significant Financial Interest or Substantial Financial Interest, both as defined below.

K. Non-Equity Compensation - All compensation other than Equity that is provided by a Company or contractually promised by a Company, including without limitation salary, gifts, royalties, consulting fees, honoraria, goods, services, and travel expenses. "Non-Equity Compensation" does not include compensation that is provided by the University pursuant to (i) its Intellectual Property Policy or by another educational or research institution pursuant to a similar policy or (ii) University-approved research funding.

L. Significant Financial Interest- Has either of the following meanings.

1. Clinical Research- In relation to Clinical Research that is performed or directed by a Covered Individual, "Significant Financial Interest" means (i) any Equity in a Company that is directly owned by, or is under the control of, a Covered Individual or a member of his or her immediate family or (ii) Non-Equity Compensation from a Company in an aggregate amount greater than \$1,000 within the prior twelve-month period that is directly or indirectly received by or contractually promised to a Covered Individual or a member of his or her immediate family.

2. Non-Clinical Research - In relation to research other than Clinical Research that is performed or directed by a Covered Individual, "Significant Financial Interest" means either (i) Equity that represents more than one percent (1%) of the total equity in a Company or has a total current value of more than \$10,000 that is directly owned by, or is under the control of, such Covered Individual or a member of his or her immediate family or (ii) Non-Equity Compensation in an aggregate amount greater than \$10,000 within the prior twelve-month period that is received by or contractually promised to a Covered Individual or a member of his or her immediate family.

M. Substantial Financial Interest - Has either of the following meanings.

1. Clinical Research- In relation to Clinical Research that is performed or directed by a Covered Individual, "Substantial Financial Interest" has the same meaning as "Significant Financial Interest."

2. Non-Clinical Research - In relation to research other than Clinical Research that is performed or directed by a Covered Individual, "Substantial Interest" means either (i) Equity that represents more than five percent (5%) of the total equity in a Company or has a total current value of more than \$100,000 that is directly owned by, or is under the control of, such Covered Individual or a member of his or her immediate family or (ii) Non-Equity Compensation in an aggregate amount greater than \$100,000 within the prior twelve-month period that is received by or contractually promised to a Covered Individual or a member of his or her immediate family.

N. Vice Chancellor for Research - The Vice Chancellor for Research at each campus, or where no such position exists, the Provost (or their designees).

II. Purpose of Policy

The University recognizes that interactions between University researchers and commercial entities has many beneficial effects for the University and its faculty, staff, and students, as well as companies. For example, such interactions are an especially effective means of facilitating the commercial development of University intellectual property, which benefits the public with new goods and services and stimulates economic development. The University also recognizes that its faculty, staff, and students are unlikely to undertake the significant burdens associated with such activities without additional economic incentives. These economic incentives may raise conflicts between the personal financial interests of the University researcher and the interests of the University, the Commonwealth, the academic community, and the general public. In some cases, these conflicts of interest may reasonably appear to be likely to affect the judgment of a University researcher. The University has determined that a strict prohibition of these research conflicts of interest, with disciplinary sanctions for violation, does not serve the public interest because potentially beneficial interactions with industry are lost. The University recognizes that research conflicts of interest will inevitably arise in a modern research university and that the mere existence of such conflicts, in the absence of wrongful behavior, is not improper. Therefore, this Policy seeks to manage research conflicts of interest to minimize both the appearance of an effect on the judgment of our researchers and the potential harm that could result from any conflict of interest that actually impaired their judgment. The University reserves the ability to prohibit the existence of conflicts of interest that present unmanageable risks or which would require excessive resources to manage.

III. Administration of Policy

A. Philosophy and Role of Conflicts Committee

The University assumes that its faculty and staff act with the highest level of personal responsibility, integrity and commitment to the University. Nevertheless, complex situations can arise involving Conflicts of Interest whose management requires specialized knowledge and a multi-disciplinary, problem-solving approach. Therefore, this Policy establishes a five-campus Conflicts Committee that will administer this Policy, review conflicts disclosures, and dispose of conflicts involving Financial Interests in a fair, objective, and confidential manner, utilizing the knowledge and judgment of Committee members and other resources the Committee desires to access. Over time, decisions made by the Committee may become precedents that will be used for guidance by the Committee to assure continued principled decisionmaking. Some decisions may periodically be communicated (in a non-identified fashion) to faculty and staff in the form of advisories or guidelines. It is anticipated, for example, that promptly after its formation the Committee will establish and distribute advisories regarding typical Conflict of Interest situations with their appropriate resolution.

The Committee has no authority with regard to Conflicts of Interest that do not involve a Significant Financial Interest or Substantial Financial Interest. All Conflicts of Interest outside the authority of the Committee are left entirely to campus-based procedures (if any).

B. Composition of Conflicts Committee

The University will establish a thirteen-member, University-wide Committee consisting of one member of the faculty at each campus appointed under procedures established by the campus; the Vice Chancellor for Research or his or her designee at each campus; the President or his or her designee; and two non-voting members who the President may appoint from outside the University. The President shall annually select the Chair of the Committee from among the voting members. The faculty members of the Committee shall serve three year terms and may not serve more than two consecutive terms. The Director or his or her designee and the General Counsel or his or her designee may attend all meetings of the Committee.

C. Actions by Conflicts Committee

The Committee shall hold regular meetings on a monthly basis unless there are no matters for the Committee to consider or a quorum will not be achieved. The Committee shall establish procedures for special meetings. The Vice Chancellor for Research shall collect disclosures on each campus, and the Chair shall be responsible for collecting disclosure forms from the Vice Chancellors of Research, distributing forms in advance of meetings, scheduling meetings, and setting the agenda. Members may participate in meetings using voice or video-conferencing technology, provided that all members shall receive advance notice of all meetings. The Director and the General Counsel shall be informed of the date, time and place of all meetings in the same fashion as Committee members and shall be furnished with all information provided to Committee members. Decisions of the Committee will be made by a majority of the voting members in as expeditious a manner as possible and will be recorded in written minutes. These minutes shall not include any identifying information about the individuals or companies that are the subject of Committee deliberations, but shall describe situations and their resolution in available to the campus community. At the request of any Covered Individual, the Vice Chancellor for Research shall furnish that Covered Individual with complete information

regarding the status of his or her disclosed Conflict of Interest.

D. Recusal Procedures

A Committee member shall recuse himself or herself from voting on any specific case in which that member has an actual bias or the reasonable appearance of bias. A Committee member shall recuse himself or herself from voting on or discussing, and shall exit the meeting during consideration of, any specific case in which that member has an actual conflict of interest or the reasonable appearance of conflict of interest. These recusal procedures shall not apply to votes on, or consideration of, the consent agenda as a whole. For the purposes of these Rules, the term "bias" means circumstances under which a Committee member would experience (or would reasonably appear to experience) impaired objectivity with respect to a case, and the term "conflict of interest" means circumstances in which the Committee member (or a member of his or her immediate family) has a financial interest that would be affected by (or would reasonably appear to be affected by) the disposition of a case. An example of bias is where a Committee member has a personal relationship with, or a strong opinion about an individual, either positive or negative, that could reasonably appear to impair the objectivity of the member in a case involving that individual. An example of conflict of interest is where a Committee member has a lucrative consulting relationship with a company that is the subject of a case before the Committee. Although a recusal decision will ordinarily be made by the Committee member, the Chair may require recusal of a member under two circumstances. First, any Committee member may be challenged for bias or conflict of interest by a faculty member whose case is before the Committee. This challenge shall take the form of a confidential written explanation that the faculty member transmits to the Chair. If the Chair concurs with the challenge, the Chair may require recusal of the Committee member. Second, if the Chair has actual knowledge or a reasonable belief, based on competent information, that the Committee member has an actual bias or that a conflict of interest exists, the Chair may require recusal of the member. If the Chair requires recusal of a Committee member for any reason, or if the Chair does not require recusal of a challenged Committee member, the Chair shall include within the file a confidential written record of the basis for the decision, which shall be available for consideration on appeal.

E. Confidentiality of Disclosures

Many of the matters brought to the Committee for review and action will include information of a personal and private nature concerning the financial interests of Covered Individuals, proprietary business information, and other information of a highly confidential nature. Accordingly, the Committee will meet in closed session; all members and observers must maintain all disclosed information in strict confidence; and the Committee will take all precautions and actions necessary to preserve the confidentiality of such information. In addition, at the request of a faculty member, the Vice Chancellor for Research shall have discretion to limit disclosure of identities to University counsel and the Committee Chair, rather than the whole Committee, to satisfy the preferences of that faculty member. Information disclosed under this Policy may be further disclosed outside the University if required by applicable law, but only after the General Counsel approves such disclosure and the affected Covered Individual is notified that the information will be released.

IV. Policy

A. Authority of Conflicts Committee

The Conflicts Committee shall have general authority to review and dispose of Conflicts of Interest involving Significant and Substantial Financial Interests together with the activities described in Section IV.B. The Committee will have broad discretion in resolving Conflicts of Interest. The Committee shall have authority to add to the list of activities in Section IV.B. as the Committee identifies additional activities that raise serious concerns. The Committee shall annually review the dollar amounts indicated in Sections I.K. and I.L. of the Policy, and shall have authority to adjust those amounts to account for inflation and other economic factors. The Committee shall have authority to interpret the Policy. The Committee shall give notice of its interpretative statements through its written minutes and periodic advisories.

B. Disclosure of Conflicts of Interest

All Covered Individuals must disclose a Significant or Substantial Financial Interest to the Vice Chancellor for Research or his or her designee in situations designated by this Policy in which the Financial Interest may present a Conflict of Interest involving the use of students, technology transfer activities, or the outcome of research that is performed or directed by that Covered Individual with significant use of University funds, facilities, or equipment. In addition, some federal agencies and non-profit organizations may require disclosure of a Financial Interest under certain circumstances. The CVIP will prepare appropriate disclosure forms and make them available on campus.

V. Public Statements

A number of problems may be posed when statements are made by scientists about research before the research has been publicized in scholarly journals or symposia, when the scientist has a Financial Interest in a Company that stands to benefit from the research. In order to avoid any such occurrences at the University, all Covered Individuals who perform or direct research for a Company in which they have a Financial Interest must refrain from making public statements about the results of any research relating to that disclosure prior to (i) publication of the results in a recognized scholarly journal or (ii) presentation of the results at a recognized scholarly meeting. The Vice Chancellor for Research may make exceptions to this rule in appropriate cases. This restriction applies whether or not the University allows an activity that presents a Conflict of Interest to continue after review.

VI. Appeals

Any Covered Individual may appeal an initial decision of the Committee by requesting a rehearing of the matter. The rehearing shall occur at the next regularly scheduled meeting of the Conflicts Committee. At the rehearing, the Covered Individual may personally appear before the Committee and shall have the right to be accompanied by counsel or a union representative. The Committee shall establish written procedures for the conduct of rehearings. The Committee shall issue a reconsidered decision promptly after the conclusion of the rehearing.

If a Covered Individual who is a faculty member continues to disagree with the reconsidered decision of the Committee, the faculty member may request an advisory opinion from an ad hoc faculty committee composed of three members appointed by the Chancellor for that campus and three members appointed by the Faculty Senate. The faculty member and the Vice Chancellor for Research (on behalf of the Conflicts Committee) will each present their views to the ad hoc committee. The committee will adopt an opinion by vote of a majority of its members. In the event of a deadlock, the committee may adopt two opinions. The committee will transmit its written opinion to the faculty member and the Vice Chancellor for Research (who shall relay the decision to the Conflicts Committee). The Conflicts Committee shall consider the opinion of the ad hoc committee at its next regularly scheduled meeting, and may either reaffirm or change its decision.

Any Covered Individual may make a final appeal to the President. The President shall review the documentary record of the decision and, at the discretion of the President, may meet with the Covered Individual and members of the Committee. In the case of a faculty appellant who has requested an advisory opinion from an ad hoc faculty committee, the President shall consider that opinion and shall provide a written rationale in the event of disagreement. The decision of the President shall be final.

If a Covered Individual disagrees with this final decision, the Covered Individual may exercise his or her individual legal rights to challenge the decision on the grounds that (i) due process was not followed or (ii) the decision is arbitrary and capricious, but no Covered Individual may challenge the decision on substantive grounds. Any such challenge shall be brought in a court of law located in the Commonwealth of Massachusetts. This acknowledgment by the University that a Faculty Member has the right to pursue a legal claim is not an admission by the University that any Faculty Member actually has any actionable legal claim. Rather, the University seeks to preserve the legal rights of a Faculty Member outside of the collective bargaining process after internal appeals are exhausted.

VII. Enforcement

If a Covered Individual fails to disclose a disclosable Conflict of Interest, or otherwise violates the Policy, the Committee may refer the matter to the appropriate University official or committee for disciplinary action or other appropriate action.

If a Covered Individual discloses a Conflict of Interest but refuses to accept a decision of the Committee, the Covered Individual may voluntarily eliminate the Conflict of Interest by removing the Financial Interest or ceasing the activity affected by the Financial Interest. For example, a Covered Individual could choose to retain a lucrative consulting agreement and refuse a sponsored research agreement with the same company. In this situation, no enforcement is necessary because there is no violation of the Policy.

In contrast, if a Covered Individual does not eliminate the Conflict of Interest and either proceeds with a prohibited Conflict of Interest or refuses to agree with the conditions imposed by the Committee for allowance, the Covered Individual has violated the Policy and enforcement actions are appropriate.

VIII. Periodic Review of Policy

At least every three years following adoption of this Policy, the Conflicts Committee will conduct an evaluation of this Policy and, if necessary, formulate amendments for consideration by the President and Trustees of the University. The Conflicts Committee will solicit comments from the Faculty Senate before formulating any amendments.

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Last modified:
August 21, 2015

Compliance, Conflict of Interest, Research Ethics

Research Compliance