

ARTICLE XX
UNION SECURITY

Section A. Harvard University shall deduct membership dues and initiation fees from Employees who provide written authorization. The Union will communicate the amount of such dues and fees to Harvard.

Section B. All Employees covered by this Agreement who fail voluntarily to acquire and maintain membership in the Union shall be required as a condition of continued employment to pay to the Union each month, beginning no later than thirty-one (31) days after the date of their employment, or after the ratification of this Agreement, whichever is later, an agency fee. The amount of such Agency Fees will be set by the Union in a manner consistent with legal requirements.

The Union may request that an Employee who fails to join the Union, maintain Union membership, or pay such Agency Fee be dismissed from employment. Prior to any dismissal, the Employee shall be offered an opportunity within thirty-one (31) days, following the written notification from the Union to the University requesting discharge, to pay the required dues and/or fees that have not been tendered. If the Employee fails to pay within that time period, and the Union so verifies, the University shall dismiss the Employee from employment.

Section C. Upon notification (either from the Employee or from the Union) that an Employee has provided authorization, Harvard shall deduct Union membership dues and fees from the paycheck of each member or agency fee-payer commencing with the next paycheck. The Union will notify Harvard of any changes to the status of deduction authorizations of Employees.

1. If an Employee contacts Harvard to request that payroll deduction be ended, Harvard will promptly notify the Union and refer the Employee to the Union to process the request. The Union will notify Harvard of any change to the deduction authorization of said employee.
2. If an Employee asks questions about the Union payroll deduction or the Union in general, Harvard will refer the Employee to the Union. Harvard will not discourage Employees from becoming members of the Union.

Section D. On the 1st of each month, Harvard shall electronically transmit the dues and fees, including agency fees, deducted for all pay periods in the preceding month to the Local Union together with an electronic list of the Employees from whom deductions were made. The list shall include the employee's first name, last name, middle name, preferred name, HUID, hiring

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date, job classification, gross pay, and deduction amount(s) with a code identifying the type of deduction.

Section E. The Union agrees to indemnify and hold the University harmless for any claims, actions, or proceedings (for actions taken which were authorized by the Union) arising out of its transmission of the dues and initiation fees pursuant to this Article.

Section F. All Employee appointment contracts shall include the following statement: “This position is covered by the collective bargaining agreement between the University and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of American (UAW) and its Local Union, Harvard Academic Workers (HAW-UAW). This collective bargaining agreement determines this position’s working conditions and benefits.” Included alongside this statement shall be a web address, supplied by HAW, to a digital membership authorization form and/or the Union’s website.

Section G. Employees who elect to join the Union may choose to contribute to the UAW Voluntary Community Action (UAW V-CAP) program, pursuant to federal regulations regarding immigration status. Upon notification (either from the Employee or the Union) that an Employee has provided authorization of specific contributions to the UAW V-CAP, Harvard shall deduct such amounts on each paycheck of the Employee and remit said deductions to the Local Union. Such deductions and remittances shall follow the same procedures and timelines as those for dues and Agency Fees, outlined above.