

ARTICLE XX. UNION ACCESS & RIGHTS
HAW-UAW Counter-Proposal April 11, 2025

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Section A. Employee Information

1. On a weekly basis, the ~~Corporation~~University shall provide the Union electronically with a computer readable roster (such as .csv or .xlsx) of the bargaining unit. The list shall include the following information: ~~to the extent it has been provided by the employee and maintained by the University:~~
 - a. Name
 - b. Preferred Name
 - c. Preferred Pronouns
 - d. Permanent and local street address, city, state, zip code
 - e. Office location
 - f. Work Email address
 - g. Work telephone number
 - h. Personal Email address
 - i. Personal telephone number
 - j. Harvard University Identification Number
 - k. Job title(s)
 - l. Visa Status where relevant
 - ~~m. Race~~Race
 - ~~n. Ethnicity~~Ethnicity
 - ~~o. Gender~~Gender
 - p. Appointment start and end dates where relevant
 - q. Employing department or program
 - r. Salary or Pay rate
 - s. Salary Grade, if relevant
- ~~2. In addition to the roster in Section A.1, the Employer shall provide on a weekly basis a computer readable list (such as .csv or .xlsx) of Employees who are hired, rehired, reinstated, transferred into or out of the unit, on leave of absence, or who return from leaves of absence since the previous list was shared with the Union.~~
3. The lists in Sections A.1 ~~and A.2~~ shall be provided to the Union at no cost.

Section B. ~~The Union shall retain the right to communicate freely in the method of its choosing on the University Campus. The methods of distribution shall include, but are not limited to, the following:~~

1. Union representatives shall be provided access to the ~~Corporation~~University mail systems, including ~~but not limited to~~ e-mail (not including listservs), ~~listservs, and other communication systems (such as Slack), which they may use for union-related purposes.~~

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2. The ~~Corporation~~University shall not block email communication coming from Union representatives.
3. Union representatives shall be permitted access to the University property for the purpose of communicating and meeting with unit members. ~~provided they comply with all University rules and policies regarding access to University property and provided further that they should not disrupt University operations.~~
4. The Union may arrange for the use of University conference rooms and meeting space for Union meetings and events, as space is available, at no cost to the Union upon prior request by the Union. ~~However, the Union acknowledges that certain spaces on campus may require that a fee be paid by the Union consistent with other organizations within a given school must pay. The Union agrees to comply with all University rules and policies regarding reservation and use of such facilities.~~
5. The Union shall have access to space ~~designated by the University~~ on bulletin boards in University Schools, Departments, Programs, Institutes, and Centers that employ bargaining unit employees. ~~All postings by the Union shall be done in accordance with University rules and policies regarding access and approval required for bulletin board use on the campus.~~
6. ~~Employees may quietly sit in library spaces while engaging, through signage or other visual modes of communication, in the expression of free speech.~~
7. ~~The Union shall have the right to use amplified sound on campus outdoors between the hours of 8 AM and 9 PM.~~

Section C. Onboarding and Orientation

1. The ~~Corporation~~University shall provide the Union with the names and contact information of persons responsible for scheduling new faculty and staff orientations (whether in person or virtual) at which new bargaining unit members will be present. The ~~Corporation~~University shall provide the Union this contact information and the date of the orientation at least fifteen (15) business days prior to the orientation.
2. The ~~Corporation~~University shall provide the Union with a thirty (30) minute ~~one-hour~~ time slot ~~as the last item of during immediately after~~ the orientation. The orientation program distributed to the attendees shall reference ~~to include~~ the Union's presentation. The Union is free to distribute a packet of Union materials at orientations. For virtual orientations, the ~~Corporation~~University shall provide the Union a list of email addresses of new Employees in attendance for the purpose of electronically distributing such materials.

Section D. Following ratification and approval by the parties, the ~~Corporation~~University shall publish the collective bargaining agreement on a designated website.

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Section E. Time for Union Service

1. At the beginning of each academic year, the Union shall furnish the ~~Corporation~~University with a written list of officers and other authorized representatives and shall update the list when changes occur. The ~~Corporation~~University shall deal with such individuals as representatives of the Union for the purposes of investigating, presenting and settling grievances in accordance with the provisions of the collective bargaining agreement. The ~~Corporation~~University shall be under no obligation to deal with any other purported representatives who are not on the written list ~~provided at the beginning of the academic year.~~
2. Such officers and other representatives shall be provided reasonable release time with no loss of pay and permitted reasonable release time to ~~administer this Agreement, including, but not limited to~~administer this Agreement, including, but not limited to investigate, present, and process grievances on University property during regular working hours, and ~~provided they secure their supervisor's approval before leaving their worksite,~~ Union representatives shall have access to Employees' work spaces for such purposes, except for classrooms while class is in session, certain research labs or other areas designated by the relevant department, Institutional Animal Care and Use Committee or the Environmental Health & Safety department as restricted due to safety concerns, and provided such designation shall not be made in a manner that discriminates against the Union. ~~Under no circumstances shall Union representatives interfere with programs, operations or the work of Employees or other University employees.~~
3. The Union shall designate members of the HAW-UAW Bargaining Committee and provide their names in writing to the ~~Corporation~~University by ~~December~~September 1 of the year before the Agreement expires.
4. ~~These Bargaining Committee members shall be provided release time with no loss of pay and permitted reasonable time, including travel commuting time, to attend scheduled bargaining sessions and Bargaining Committee meetings.~~
5. ~~These Bargaining Committee members shall be provided release time with no loss of pay and permitted reasonable time, including travel time, to attend scheduled bargaining sessions and Bargaining Committee meetings.~~

~~Section F. The Employer shall allocate 5.0 FTE for service to the profession, to be distributed to Employees as directed by the Union.~~

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