

ARTICLE XX
UNION SECURITY

Section A Employees are free to decide whether or not they wish to join the Union and pay membership dues and fees. An Employee shall not be required to become a member of the Union as a condition of employment.

Section B. For those Employees who are Union members at ratification or who later may choose to join the Union, the Harvard University shall deduct membership dues and initiation fees from such Employees' paycheck if they provide ~~who provide~~ a signed written authorization in a paper or electronic form acceptable to the University. The Union will communicate the amount of such dues and fees to the University. ~~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 receipt of a signed authorization from an Employees, notification (either from the Employee or from the Union) that an Employee has provided authorization, Harvard the University shall deduct Union membership dues and fees from the paycheck of such Employee. each member or agency fee payer commencing with the next paycheck provided the authorization form is received X DAYS (TBD) prior to the close of the payroll period. ~~The Union will notify Harvard of any changes to the status of deduction authorizations of Employees.~~

1. An Employee may terminate their authorization for payroll deductions at any time upon proper written notice to the University and to the Union. 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, the University Harvard will refer the Employee to the Union. The University Harvard will not discourage Employees from becoming members of the Union.~~

Section D. ~~On the 1st of each month, Harvard~~ Within X business days (TBD) ~~after the monthly payroll for the prior month, the University~~ 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 date, job classification, gross pay, pay-end date~~ and deduction amount(s) with a code identifying the type of deduction.

Sections C and D will be implemented no later than 60 calendar days after ratification.

~~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 E. The Union agrees that it will reimburse the University for any costs and will indemnify and hold the University harmless from any claims, actions, or proceedings by any person or entity or any action taken or not taken arising from any deductions made under this Article.

Section F. All Employee appointment ~~contracts~~ letter 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, ~~the University 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.