

## ARTICLE 31

### UNION SECURITY

Section 1. As a condition of employment, SWs who are covered under this Agreement shall, within thirty (30) days of employment, or within thirty (30) days of the effective date of this Agreement (whichever is later), either;

A. Sign a Union membership card and pay initiation fees and dues as determined by the Union, or

B. If the SW chooses not to be a member of the Union, the SW, in satisfaction of this requirement, shall pay to the Union a service fee equivalent to dues. The amount of the service fee shall be as determined by the Union but shall be no more than the dues charged for Union membership. The Union will provide the University with the formula for calculating the dues and service fees.

The University shall not coerce or otherwise attempt to influence a SW about their decision to join or not join the Union.

Section 2. Upon ratification of this Agreement, the University and the Union shall jointly draft a notice which the University will send to all SWs, informing them of the obligation to either join the Union or pay a service fee. The notice shall include both a paper application and an electronic link for Union membership card and a dues deduction authorization card (Appendix B). The notice shall be provided to all SWs both electronically and in hard copy.

Section 3. The University shall include a copy of the notice specified in Section 2 in the appointment letter of each SW at the time of hire. The University shall notify the Union of each new hire within a week of the hire. The University will provide the Union advance notice of new-employee orientation meetings in which SWs will be oriented. The University will include in the orientation meeting agenda, up to a forty five-minute (45) slot for one Union steward and a Union representative to introduce the Union to new employees, as specified in Article 18. Reasonable time off to attend this meeting will be granted.

Section 4. Upon receipt of such signed authorization from an eligible SW as defined in Section 1 above, the University shall deduct Union membership dues and fees or fair share service fees from each paycheck. The University shall remit the dues and fees to the Union, together with an electronic list of names of the SWs from whom deductions were made. The electronic list shall contain the employee's name, NetID, Harvard University Identification Number, amount of dues/fees deducted, and gross wages.

Section 5. Deductions shall commence for the first full pay period following receipt of the SWs written authorization and shall continue unless affirmatively revoked by the SW. The University

is not required to make retroactive deductions. Prior to making any retroactive dues deductions from any SWs, the University shall secure the Union's consent. In order for the deductions to be made, the authorization cards must be received by the University's designated representative by seven (7) business days preceding the payday when the checkoff is to begin.

Section 6. The University shall electronically transmit to the Union within fifteen (15) business days after the monthly payroll for the prior month, all dues and fees deducted for that pay period in accordance with Section 5 above.

Section 7. The Union agrees that it will reimburse the University for any costs and indemnify and hold the University harmless from any claims, actions, or proceedings by any person or entity arising from any deductions made under this Article.

Section 8. Failure by a SW to pay the required dues or fees provided above shall constitute cause for termination of the SW's employment. Prior to the time the Union notifies the University in writing that the employment of an SW should be terminated for failure to comply with this Article, the Union will provide the SW thirty (30) days written notice of non-compliance.

Section 9. Upon presentation of an "Authorization and Checkoff of Contributions to UAW V-CAP" form executed by a SW who is a dues paying member of the Union, the University agrees to deduct from the pay of each SW voluntary contributions to UAW Voluntary Community Action Program (UAW V-CAP). The University agrees to provide a voluntary check off for the UAW. A SW may discontinue the V-CAP deductions at any time upon written notification to the Union and the University Labor Relations Office. V-CAP collections will be remitted to the UAW V-CAP department monthly. The remittance listing shall be sent monthly to the UAW V-CAP department and to the Local Union and include the SW's name, NetID, amount deducted and the last date of authorization of those SWs for whom deductions have been made. The University further agrees to furnish the UAW V-CAP department and the Local Union with a monthly and year-to-date report of each SW's deductions.