

*e-Bulletin20081030*

## *CORRECTED Fair Share - An Important Issue*

*Please ignore the unedited preliminary draft inadvertently sent.*

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In contract negotiations TAUP has made it clear that fair share is an essential part of a fair and equitable collective bargaining agreement. A number of legal rulings uphold fair share, including the US Supreme Court's case *Aboud v. Detroit Board of Education* (1977), which explains its necessity succinctly:

*"The designation of a union as exclusive representative carries with it great responsibilities. The tasks of negotiating and administering a collective-bargaining agreement and representing the interests of employees in settling disputes and processing grievances are continuing and difficult ones. They often entail expenditure of much time and money. The services of lawyers, expert negotiators, and a research staff, as well as general administrative personnel, may be required. Moreover, in carrying out the duties, the union is obliged 'fairly and equitably to represent all employees ... union and nonunion,' within the relevant unit. ... [a fare share arrangement] has been thought to distribute fairly the cost of the activities among those who benefit, and it counteracts the incentive that employees might otherwise have to become 'free riders' to refuse to contribute to the union while obtaining benefits of union representation that necessarily accrue to all employees."*

All unionized colleges and universities in this area have fair share. It allows everyone in the bargaining unit to shoulder his or her share of the cost of negotiating and administering the contract that provides salary increases, benefits and protection to all. Fair share costs the university nothing. Why won't Temple management agree?