

# Fair Share

## Comparing College and Association Proposals

### ***Harper College Proposal:***

#### **3.2 Membership and Fair Share.**

November 2, 2004  
Re-proposed June 1, 2005

Not Acceptable

#### **3.2.A Membership Dues Deduction.**

November 2, 2004  
Re-proposed June 1, 2005

The College shall deduct Association membership dues from the wages of each adjunct faculty member covered by this Agreement in amounts as determined by the Association for the Fall and Spring semester, provided the amount to be deducted shall be uniform for each Association member. The deduction must be authorized in writing by the adjunct faculty member and received by the designated College office. The Association shall provide the College a listing of adjunct faculty authorizing such deduction by October 15th for the Fall semester and by February 15th for the Spring semester. Such deduction shall be made in a single deduction in the first pay period of November for the Fall semester and in a single deduction in the first pay period of March for the Spring semester. Such deduction shall be forwarded to the Association within fifteen (15) working days of the date for which the deductions are made.

An employee's authorization shall be deemed revoked upon written authorization from the member, when the member does not meet the bargaining unit eligibility criteria as set forth in Article 1.2 or upon termination of employment.

When the College makes such deductions and remits such membership dues, the Association shall indemnify, hold harmless and defend the Board of Trustees, its members, agents and employees in any action, complaint or suit or other proceedings which may be brought under this Article.

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### ***HCAFA Proposal:***

#### **3.2 Membership and Fair Share**

October 27, 2004  
Re-proposed June 2, 2005

##### **A. Dues Checkoff.**

With respect to any employee on whose behalf the College receives written authorization in a form furnished by the Association, the College shall deduct from the wages of the employee dues uniformly required as set forth below.

##### **B. Payroll Deduction.**

Adjunct Faculty Members' financial obligation to the Association will be met by having their share of dues or Fair Share fees deducted each semester through payroll deduction. The Association shall inform the Board in writing once each year of the amount to be deducted for dues and Fair Share. The amount will be deducted in two installments in each of the Fall and Spring semesters. Said deductions will be made in the first pay period of November and December in the Fall Semester and first pay period of March

and April in the Spring Semester. No deductions will be made during the Summer Semester. Such deductions shall be forwarded to the Association within 15 days of the date on which the deductions are made.

C. Fair Share.

It is recognized that the Association's duties as the sole and exclusive bargaining agent entail expenses for collective bargaining and contract administration which appropriately are shared by all Adjunct Faculty Members who are beneficiaries of this Agreement. Accordingly, as a condition of employment, on or before the thirtieth (30<sup>th</sup>) calendar day following the commencement of the Adjunct Faculty member's participation in the bargaining unit or the effective date of this Agreement, whichever is later, the Adjunct Faculty member shall join the Association by completing the membership and payroll deduction authorization form provided by the Association. An employee who fails to join the Association after the expiration of the 30-day period shall be presumed to be a Fair Share fee payer.

1. The Association shall certify to the Board the amount of the annual fair share fee, not to exceed the dues uniformly required of members of the Association. The Association acknowledges its obligation to provide non-members with the basis for the calculation of the fair share fee. The Association shall further certify to the Board that "Notice of Fair Share" has been posted in accordance with IELRB rules and regulations. No payroll deduction of fair share fees shall be made until at least fourteen (14) days after such certification. Such fair share payments shall be deducted by the Board on a pro-rata basis from the earnings of the non-members on the same time schedule as Association dues and be paid to the Association. The amount certified by the Association shall not include any fees for contributions related to the election or support of any candidate for political office. Nothing in this Section shall preclude the non-member from making voluntary political contributions in conjunction with his or her fair share payment.

2. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

- a. The Employer gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
- b. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

3. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent compliance with this article. It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Employer or the Employer's imperfect execution of the obligations imposed upon it by this article.

4. If an employee declares the right of non-association based upon bona-fide religious tenets or teaching of a church or religious body of which the employee is a member, such employee shall be required to pay an amount equal to the employee's proportionate share to a non-religious charitable organization mutually agreed upon by the employee and the Association. If the employee and the Association are unable to reach agreement on the matter, a charitable organization shall be selected from a list established and approved by the Illinois Educational Labor Relations Board in accordance with its rules.

