

10. Fair Share.

- (a) Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association including local, state, and national dues. In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a date established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.
- (b) Certified staff who are members of a church or religious body having a *bona fide* religious tenet or teaching which prohibits the payment of a fair share contribution to a union shall be required to pay an amount equal to their fair share of Association dues to a non-religious charitable organization agreed upon by the Association and the affected certified staff. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the certified staff member to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.
- (c) 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 that the Employer cooperates with the Association and its counsel.

The Association shall indemnify and hold the District harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken by the District for the purpose of complying with any provisions of this Agreement. If an incorrect deduction is made, the Association shall refund any such amount directly to the affected certified staff member. 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 from any type of willful misconduct by the Board.