

ARTICLE XVII
ASSOCIATION RIGHTS

- A. The afternoon of the first Thursday of the month will be reserved for NTA meetings. The NTA president or designee (V.P., Ex. Board) shall be released for up to the equivalent of .4 FTE for the purpose of conducting union business.
- B. Agency Shop (Fair Share)
1. Any unit member who is a member of the Natomas Teachers Association, CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
 2. Any unit member who is not a member of the Natomas Teachers Association, CTA/NEA, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments, payable to the Association in one (1) lump sum cash payment in the same manner as required for the payment of membership dues; provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in section 1 of this Article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in section 1, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code section 45061 and in the same manner as set forth in section 1 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.
 3. Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support Natomas Teachers Association, CTA/NEA, as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under section 501(c)(3) of Title 26 of the Internal Revenue Code:
 - a. Foundation to Assist California Teachers
 - b. Mustard Seed School

c. Stanford Settlement

d. Loaves and Fishes

Such payment shall be made on or before October 31 of each school year.

4. Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to section 3 above, shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of sections 1 and 2 above. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before October 31 of each school year.
5. Any unit member making payments as set forth in sections 3 and 4 above, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.
6. With respect to all sums deducted by the District pursuant to sections 1 and 2 above, whether for membership dues or agency fee, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.
7. The Association agrees to furnish any information needed by the District to fulfill the provisions of section 3 of this Article.