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[Signature]

ASK ESP CP  
March 31, 2026  
4:30pm

## ARTICLE 5 DUES AND PAYROLL DEDUCTIONS

### A. Dues

1. The District will deduct dues, fees, and any other assessments or authorized deductions from the employee's payroll and issue to the Association in accordance with the payroll-deduction authorizations signed by members.
- 1-2. The Association will provide the District with a list identifying the employees who have authorized dues deductions and the amount to be deducted in an editable digital format. The Association will provide the District with the list annually by October 10 (or the next regular business day) of each year. The District shall rely on the list to make the deductions and remit payment to the ASK ESP Association/OEA/NEA. The District agrees to transmit the dues deducted to the Association/OEA/NEA in a separate check in two separate ACH electronic funds transfers prior to the 15<sup>th</sup> of the following month. The Association will provide the District with the list annually by October 10<sup>th</sup> (or the next regular business day) of each year.
2. A dues deduction authorization remains in effect until the bargaining unit member ESP revokes with the Association (not the District) as provided by the terms of the Agreement with the Association.
3. The District shall deduct monthly dues from the regular salary checks of employees in nine (9) equal payments starting in October and ending in June, each month that the deductions are authorized.

4. The District will provide to the Association between the 5<sup>th</sup> and the 10<sup>th</sup> of each month a list of employees in the bargaining unit with their FTE, dues taken in the previous pay period, and any discrepancies from anticipated dues with an explanation.
  
5. The Association will provide the District with a list of changes to dues from the previous month and a report of expected dues for the current month, within one ~~(1)~~ week of receipt of the District's report.
  
6. If the District fails to make an authorized deduction and remit payment to the Association, the District will be liable to the Association, without recourse against the employee, for the full amount that the District failed to deduct and remit to the Association.
  
7. The Association agrees to indemnify, defend, and hold the District harmless from employee or former employee claims, order, or judgements against the District concerning the dues deductions procedures outlined in this Agreement. The Association's obligations are contingent upon the District: 1) giving the Association at least 30 ~~(thirty)~~ days' notice, in writing, of any claim; and 2) cooperating with the Association and its designated counsel in defense of the claim. In the event the District properly invokes this provision, the Association will provide the attorney to defend against the claim. In the event the District wishes to use its own attorney, the District will pay the fees and costs of the said attorney.
  - a. — The District agrees to transmit the dues deducted to the Association of Salem-Keizer Education Support Professionals in one ~~(1)~~ check and OEA/NEA in a separate check, prior to the 15<sup>th</sup> of the following month.

8. Upon appropriate written request from the employee, the District shall deduct from the salary and make appropriate remittance for the following approved deductions as established by District practice:

a. United Way/United Community Foundation

b. Credit Union

b. Health Savings Accounts (HSAs)

d. Tax Deferred Annuities

e. OEA Foundation

f. Board-approved insurance programs

g. Section 125 Flexible Savings Account (FSA)

9. The District, upon appropriate authorization of the employee, shall deduct from the salary of any employee and make proper remittance for any other plans or programs jointly approved by the Association and the Board.

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10:—The District shall provide the Association with the names of all employees that are new, terminated, retired or on leave for more than 30 (thirty) days, on a monthly basis and a layoff report will be provided if employees are in layoff status.

[MOVED TO ARTICLE 3 SECTION E.4]