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April 15, 2026
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ARTICLE 3

ASSOCIATION RIGHTS

A. Association Responsibility

The Association shall represent all employees in the bargaining unit.

B. Association Membership

Membership or non-membership in the Association shall be the free, independent choice of each member of the bargaining unit.

1. The parties agree that dues deduction authorizations are solely between the Association and the bargaining unit member. The dues deduction authorization is independent of membership status. Dues deduction authorization will be submitted monthly to the District by the Association in an editable digital format.

C. New Hire Orientation

1. With the exception of the months of July and December, the District shall conduct new employee orientations at least once every 30 (thirty) calendar days. The parties may mutually agree to extend this timeline as needed. The District will make reasonable efforts to ensure newly hired employees attend new hire orientation. The Association shall be designated no less than 30 (thirty) and up to 120 (one hundred twenty) minutes during the orientation to meet with the new employees. New employees will be paid for their time.
2. The District shall determine the date, time and location of new employee orientation and will provide the Association notice of the date, time, and location, at least 10 (ten) days prior to date of the meeting.

3. The District shall provide a list of the new employees scheduled to attend the orientation **five (5)** workdays in advance. The District may share updates to the list of scheduled attendees if time permits.
4. The Association has the right to meet with any new employee who does not attend or is not scheduled for the following new employee orientation meeting, within **thirty (30)** calendar days of their hiring. The Association may meet with such an employee either individually or in a group meeting for a period of not less than **30 (thirty)**, but not more than 120 **(one hundred twenty)** minutes. Employees who attend will be paid at their regular rate of pay and will suffer no loss of benefits for their attendance at this meeting. The meeting will occur at a time and location set by the Association, provided the meeting does not interfere with District's operations.

D. Access to Membership

1. Association representatives may meet with **bargaining unit members** outside of the workday without limit to address Association business.
2. The District shall grant employees who are designated representatives reasonable time to engage in the following activities during the employee's regularly scheduled work hours without loss of compensation, seniority, leave accrual, or any other benefits:
 - a. Association representatives may meet with **Education Support Professionals** during the workday whenever **ESPs** are not responsible for student support/supervision or attending other District-directed activities. Association representatives have the right to meet with members during a member's regular work hours at the member's regular work location to investigate and discuss grievances, workplace related complaints, discipline and/or performance that pertain to the employee.

- b. Attend investigatory meetings and due process hearings involving represented employees.
- c. The right to meet with members individually or hold group meetings at a District location before or after the members' regular work hours, during meal periods and during any other break periods, provided that the meeting does not interfere with school or District operations. Association representatives do not need to seek permission before entering District buildings. For the purposes of this section, "school or District operations" includes, but is not limited to staff meetings, PLC meetings, IEP meetings, direct student support, District events, or supervision time. Association representatives will sign in and out of buildings as directed by office staff.
 - i. The Association may utilize District locations for large-scale meetings outside the workday, of more than 50 (fifty) members, provided the Association requests and is approved under the District's procedure for "Use of District Facilities".
 - ii. The Association will provide at least 48 hours' notice to the worksite administrator and Human Resources in cases where the Association representative(s) plan to be in the building more than 90 (ninety) minutes to meet with members.
- d. Participate in or prepare for proceedings under ORS 243.650 to 243.782, or issues that arise from a dispute including arbitration proceedings, administrative hearings, and proceedings before the Employment Relations Board.
- e. Act as a representative of the Association for activities related to collective bargaining and in labor management meetings in accordance with Section I, Association Leave, in this article.

3. Association access during the workday may not unreasonably interfere with an ESP's ability to complete work-related tasks. Administrators will be encouraged to communicate directly with Association representatives if they have concerns. If the concerns are unresolved, then they may be addressed in a Labor Management meeting.
4. Authorized representatives of the Association will be designated by ASK ESP and may include Oregon Education Association or Nation Education Association employees, volunteers, and retirees. However, any Association representative entering the school building will be subject to whatever background check and/or policies which are generally required for adults entering a District building, who are not working directly with students. In addition, prior to having access to a building, the Association will provide the District with an updated list of Association representatives, names of authorized volunteers, and retirees in advance. Authorized Association representatives will be provided with visible ASK ESP identification.
5. Once monthly, an Association representative may request to be placed on the agenda of a regularly scheduled building led meeting even if the meeting includes some professional development, or for District-wide meetings held for non-classroom-based Education Support Professionals (e.g. Sign Language Specialists, School Office Specialists, Office Managers, Translators), for the last 15 (fifteen) minutes of a meeting, or as agreed upon by the Association representative and the organizing Administrator. "District-wide meetings" shall be defined as any meeting organized by an administrator or designee where a majority of the ESPs from the same classification or multiple classifications are invited to attend. The District will approve the request and Administrators will not remain in attendance at the Association meeting unless invited.
6. Upon request by the Association, the District agrees to co-present with the ASK ESP leadership once per year during the HR Clinic on mutually agreed upon labor issues. The District may invite ASK ESP leadership to attend additional HR Clinics.

7. The District agrees that Building Administrators will extend an invitation to one (1) of the ASK-ESP's Association identified building representatives to participate on the Building Leadership Team. The Association shall notify the building Administrator of the names of the building representatives no later than October 15th and invitations to participate will be extended by November 1st. In the event there is no identified building representative available to serve, the Association may identify a replacement in the building. Administrators will invite participation within two (2) school weeks of the Association providing names of building representatives.
8. In addition, on request, an Association Representative shall be allowed to make brief announcements and respond briefly to questions at the end of professional development meetings.

E. Access to Membership Information

1. The District agrees to provide, in an editable digital format agreed to by the parties, contact information for each bargaining unit member including:
 - a. First/middle initial/last name
 - b. Mailing addresses
 - c. Phone numbers
 - d. Email addresses
2. The District agrees to provide, in an editable digital format agreed to by the parties, employment information for each bargaining unit member including:

- a. Date of hire
- b. Job title
- c. Salary
- d. Work site location Physical work location
- e. FTE
- f. Work phone number
- g. Work email
- h. Employee identification number
- i. Estimated work year/calendar days

3. The District agrees to provide, in an editable digital format agreed to by the parties, the required contact and employment information within 10 (ten) days of the date of hire for new employees and by September 12, October 15, February 10, and May 25 of each year and every 120 (one hundred twenty) days for current employees

3.4. The District shall provide the Association with the names of all employees who are ever 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.

F. Use of Copier Equipment

Upon advance request, the Association may be allowed use of the District's copier equipment for duplicating materials; provided such equipment is not required for regular use and the Association pays for all costs for duplicating materials and printing.

G. Bulletin Board Space

The District agrees to allow the Association in each District facility, the exclusive use of a bulletin board or portion thereof or mutually acceptable space for communicating with employees. All notices, memorandums, and publications shall be clearly labeled as,

"Association" material and shall bear the name and signature of the authorizing Association official.

H. Use of Mailboxes and District Email

1. The Association shall have the right to use building mailboxes for purposes of communications with employees so long as such communications are labeled as Association materials. Materials other than those originating from the Association office shall contain the name of the authorizing Association official.
2. Interschool mail facilities including the email system may be used by the Association to communicate with bargaining unit employee regarding: 1) collective bargaining; 2) grievances and other disputes relating to employment relations; and 3) all matters involving Association governance and business. District policy/practices governing computer/email usage shall apply.
3. The District agrees to add a clearly identifiable link to the Association website accessible to current and potential ESP employees, and on any webpage that lists

external partners. The link shall include the Association's full name and provided logo.

I. Association Leave

Designated representatives of the Association shall be granted a reasonable amount of release time, to be defined as short term leaves from a pool of up to 900 (nine hundred) hours per fiscal year, including summer, without loss of pay for activities not covered by Section C.4 of this Article. Association leave will be limited to 10 (ten) days per year for any one (1) individual, except for the Association Vice President, who will be limited to 12 (twelve) days per year. ASK ESP will reimburse the District for each member at step one (1) of their current pay range, plus all associated payroll costs (APC), for each member's classification for each day of leave used.

J. Representative Assembly/Executive Board Leave

The District shall provide up to four (4) hours per month for officers and building representatives to attend executive board and representative assembly meetings. Such provision applies only to members who need to be released from work between 5 p.m. and 10

p.m. The Association will reimburse the District for the cost of the employees' time at each employee's hourly rate multiplied by the number of hours off work. Advance approval from each employee's supervisor is required at least one (1) week in advance. In emergency situations, where one (1) week advance notice is not possible, the Association shall contact the Human Resources office to request a waiver of the one (1) week notification requirement.

K. Leave for Elected/Appointed Position in OEA/NEA

Should an Association member be elected or appointed to an OEA or NEA position which requires absence from work, the ASK-ESP Association President shall request a meeting with the District to discuss arrangements for unpaid leave time.

L. Association President and Vice President Leave

1. Upon request by the Association prior to June 1, the District will grant the Association President and Vice President a leave of absence without pay for the following fiscal year. Such leave guarantees return to the same position or to a comparable position. Upon return to a District position, the Association President and Vice President shall be placed on the salary schedule at the level which they would have achieved had they remained actively employed in the District.
1. Furthermore, the Association President and Vice President shall accrue benefits in the same manner that they would have accrued benefits had they remained actively employed in the District. This unpaid leave shall be for the President and Vice President to carry out the statutory duties of the Association as an exclusive representative in collective bargaining, contract administration and grievance processing during the life of the contract and related activities bearing a direct relationship to labor-management relationships between the Association and the District. Such leave shall be granted upon request of the Association President and Vice President prior to June 1 of the year preceding the school year in which the leave is to be taken.
2. The District shall continue to pay the President and Vice President as if they were employed in the position held prior to the leave. The Association will report to the District the annual pay for the Association President and Vice President and the District will coordinate payment, spread over the number of months (i.e. 10, 11, or 12) specified by the Association. The Association shall reimburse the District the total cost (i.e. salary, payroll, and fringe benefits) paid to the President and Vice President.
3. In the event the Association President needs to take a leave of absence greater than two (2) weeks, the Association Vice President, at the discretion of the

Association, will be temporarily granted a leave of absence to fulfill the duties of the President. The Association shall reimburse the District the total cost (i.e. salary, benefits and all associated payroll costs) to the District. Upon the President's return from leave, the Vice President will return to their District position.

M. Information

In compliance with ORS 243.672 (1) (e) and (2) (b) the District and the Association will, upon request, provide each other with any information of probable or potential relevance to a grievance or other contractual matter or information reasonably necessary to allow meaningful bargaining by the parties. Each party will pay the costs of research and copying of any requested information that is not readily available.

N. Membership on Committees

1. Members of the Association of Salem-Keizer Education Support Professionals bargaining unit shall be included on the following District joint advisory committees:
 - a. Calendar Committee (at least 2 members)
 - b. Safety Committee (at least 2 members)
 - c. Education Support Professionals Staff Development Committee (3 members)
 - d. PACE Committee (Proportionate to all participating employee groups)
2. The Association shall make member appointments to the above-named Committees.

3. The District, with input from the Association, shall determine when committees are convened.

O. Labor-Management Team

1. The purpose of the labor-management team is to facilitate communication between the Association and the District.
2. The labor-management team shall deal informally with any issues brought forward by either party.

P. Fingerprinting and Background Checks

1. The initial cost of fingerprinting and background checks ~~charged by the Oregon Department of Education (ODE)~~ will be paid for by the District.
 - a. The District will only pay for one (1) set of fingerprints and one (1) background check and will not be responsible for charges incurred by the employee for rescheduled appointments or no shows to appointments.
 - b. Charges incurred beyond the initial set of fingerprints and one (1) background check will be charged to the employee by the District.