

**Human Resources**  
Maurene Stanton  
Executive Director of Human Resources

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Date: August 21, 2018

To: Stanwood Camano School Board

From: Maurene Stanton

RE: Letter of Agreement with PSE

Attached you will find a Letter of Agreement effective August 21, 2018-August 31, 2019. This agreement is in addition to contract language in the current Collective Bargaining Agreement between the Stanwood-Camano School District (the District) and the Public School Employees of Stanwood-Camano (PSE).

The Letter of Agreement provides for additional clarification to satisfy legal requirements of Engrossed Senate Bill 6229. The bill allows PSE Representatives to meet with new employees for 30 minutes and requires the district to pay new employees for this time. A copy of EHB 6229 is attached to this memorandum.

If you have any questions regarding this letter of agreement, I will be happy to answer them for you.

I recommend your approval of this Letter of Agreement.

# Letter of Agreement

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF STANWOOD-CAMANO AND THE STANWOOD-CAMANO SCHOOL DISTRICT #401. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XXI, SECTION 21.6 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree as follows:

In order to satisfy the legal requirement SB 6229 the parties agreed to the following:

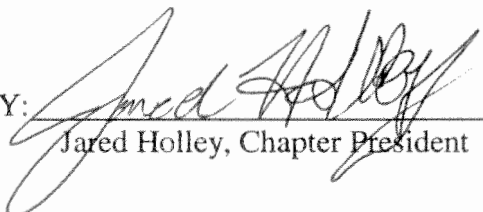
New employees will be provided an opportunity to meet with a PSE representative for thirty (30) minutes within ninety (90) days of the employee's start date. The PSE president or designee will schedule such meetings at mutually agreeable times with the employee's supervisor.

This Letter of Agreement shall become effective upon signature, shall remain in effect until August 31, 2019, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/SEIU Local 1948

PUBLIC SCHOOL EMPLOYEES  
OF STANWOOD-CAMANO #1125

STANWOOD-CAMANO SCHOOL DISTRICT #401

BY:   
Jared Holley, Chapter President

BY: \_\_\_\_\_  
Maurene Stanton, Exec. Dir. of HR

DATE: August 8, 2018

DATE: August 8, 2018



CERTIFICATION OF ENROLLMENT

**ENGROSSED SENATE BILL 6229**

65th Legislature  
2018 Regular Session

Passed by the Senate February 12, 2018  
Yeas 27 Nays 20

\_\_\_\_\_  
**President of the Senate**

Passed by the House February 27, 2018  
Yeas 58 Nays 40

\_\_\_\_\_  
**Speaker of the House of Representatives**  
Approved

\_\_\_\_\_  
Governor of the State of Washington

CERTIFICATE

I, Brad Hendrickson, Secretary of the Senate of the State of Washington, do hereby certify that the attached is **ENGROSSED SENATE BILL 6229** as passed by Senate and the House of Representatives on the dates hereon set forth.

\_\_\_\_\_  
**Secretary**

FILED

**Secretary of State  
State of Washington**

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ENGROSSED SENATE BILL 6229

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Passed Legislature - 2018 Regular Session

State of Washington                      65th Legislature                      2018 Regular Session

By Senators Van De Wege, Chase, Conway, Wellman, Hasegawa, Saldaña,  
Keiser, Hunt, and Kuderer

Read first time 01/10/18. Referred to Committee on Labor & Commerce.

1            AN ACT Relating to requiring employers to provide exclusive  
2 bargaining representatives reasonable access to new employees for the  
3 purposes of presenting information about their exclusive bargaining  
4 representative; adding a new section to chapter 41.56 RCW; adding a  
5 new section to chapter 28B.52 RCW; adding a new section to chapter  
6 41.59 RCW; adding a new section to chapter 41.76 RCW; adding a new  
7 section to chapter 41.80 RCW; adding a new section to chapter 47.64  
8 RCW; and adding a new section to chapter 49.39 RCW.

9 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

10            NEW SECTION.    **Sec. 1.**    A new section is added to chapter 41.56  
11 RCW to read as follows:

12            (1) (a)    The employer must provide the exclusive bargaining  
13 representative reasonable access to new employees of the bargaining  
14 unit for the purposes of presenting information about their exclusive  
15 bargaining representative to the new employee. The presentation may  
16 occur during a new employee orientation provided by the employer, or  
17 at another time mutually agreed to by the employer and the exclusive  
18 bargaining representative.

19            (b)    No employee may be mandated to attend the meetings or  
20 presentations by the exclusive bargaining representative.

21            (c)    "Reasonable access" for the purposes of this section means:

1 (i) The access to the new employee occurs within ninety days of  
2 the employee's start date within the bargaining unit;

3 (ii) The access is for no less than thirty minutes; and

4 (iii) The access occurs during the new employee's regular work  
5 hours at the employee's regular worksite, or at a location mutually  
6 agreed to by the employer and the exclusive bargaining  
7 representative.

8 (2) Nothing in this section prohibits an employer from agreeing  
9 to longer or more frequent new employee access, but in no case may an  
10 employer agree to less access than required by this section.

11 NEW SECTION. **Sec. 2.** A new section is added to chapter 28B.52  
12 RCW to read as follows:

13 Section 1 of this act applies to this chapter.

14 NEW SECTION. **Sec. 3.** A new section is added to chapter 41.59  
15 RCW to read as follows:

16 Section 1 of this act applies to this chapter.

17 NEW SECTION. **Sec. 4.** A new section is added to chapter 41.76  
18 RCW to read as follows:

19 Section 1 of this act applies to this chapter.

20 NEW SECTION. **Sec. 5.** A new section is added to chapter 41.80  
21 RCW to read as follows:

22 Section 1 of this act applies to this chapter.

23 NEW SECTION. **Sec. 6.** A new section is added to chapter 47.64  
24 RCW to read as follows:

25 Section 1 of this act applies to this chapter.

26 NEW SECTION. **Sec. 7.** A new section is added to chapter 49.39  
27 RCW to read as follows:

28 Section 1 of this act applies to this chapter.

--- END ---

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**PERC**

2 messages

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**Maurene Stanton** <mstanton@stanwood.wednet.edu>  
To: John Kapple <jkapple@pseofwa.org>

Wed, Aug 1, 2018 at 6:52 PM

Hi,

I spoke with an attorney today who said a member can revoke their membership and paying dues at any time. The information I got was that it is unconstitutional to require people to stay in the union. Is there something you can share with me that shows it is constitutional to make them stay in until their renewal anniversary?

Heading to North Carolina tomorrow and out of communication until Tuesday.

Talk soon.

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Maurene Stanton  
Executive Director of Human Resources  
Stanwood-Camano School District  
360-629-1213

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**John Kapple** <jkapple@pseofwa.org>  
To: Maurene Stanton <mstanton@stanwood.wednet.edu>

Wed, Aug 8, 2018 at 1:50 PM

Maurene,

I received the following information from our attorney.

"Ms. Rausch is correct that, per *Janus*, employees can opt out of being union members anytime they please, and we cannot force them to stay on as a member. However, employees are free to enter into a contract with PSE to pay dues for up to one year. This is considered a binding legal contract, which is separate from the authorization to be a member. That is why we put together a form that has two authorizations: one for membership and one to pay dues. This form is compliant with current legal precedent [which I have attached if Ms. Rausch wants to take a look]. The important thing is that the two authorizations are separate and distinct—which, on our form, they are."

John

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**From:** Maurene Stanton <mstanton@stanwood.wednet.edu>  
**Sent:** Wednesday, August 1, 2018 3:53 PM  
**To:** John Kapple <jkapple@pseofwa.org>  
**Subject:** PERC

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