

STATE OF WASHINGTON
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

ENDICOTT EDUCATION ASSOCIATION,)	CASE NOS. 4854-U-83-826
)	4918-U-83-849
Complainant,)	5020-U-83-867
)	
vs.)	
)	ORDER CLOSING CASE
ENDICOTT SCHOOL DISTRICT,)	
)	
Respondent.)	DECISION NO. 2032 - EDUC

The above named complainant having, on September 22, 1983, October 18, 1983, and December 14, 1983, filed complaints with the Washington Public Employment Relations Commission wherein it alleged that the above-named respondent had committed unfair labor practices within the meaning of RCW 41.59.140(a), (b), (c) and (e), and the complainant having notified the Commission, at hearing on these matters on June 6, 1984, that it requested that the charges be withdrawn pursuant to the attached settlement agreement between the parties; and the Executive Director having considered the matter and being satisfied that the withdrawal should be accepted and the matter closed;


NOW, THEREFORE, it is

ORDERED

That the complainant's requests to withdraw the complaints filed in the above-entitled matters are accepted and the matter is dismissed with prejudice,

DATED at Olympia, Washington this 20th day of August, 1984.

PUBLIC EMPLOYEMNT RELATIONS COMMISSION


MARVIN L. SCHURKE, Executive Director

SETTLEMENT AGREEMENT

1. The association recognizes that the district has the right to determine curriculum as set forth in the collective bargaining agreement and relevant statutes.
2. The district has the right to inquire of teachers as to the performance of teachers' activities during the workday.
3. The district has the right to prohibit union activities and events during assigned duty time.
4. The district has the prerogative to implement such responsibilities as are conferred upon it by the Basic Education Act and other provisions of the statutes of the State of Washington and the Washington Administrative Code, including RCW. 41.59.930 and including RCW. 28A.58.758 (2)(A), (B), (C), (D), (E) and (F).
5. The parties agree to abide by Article 7, Section 7, of the Washington State Constitution.
6. The district has the right to take steps to insure the maintenance of order, discipline and safety of students and staff, including the establishment of visitor access privileges.
7. The association agrees to follow district policy in regard to telephone use.
8. The parties recognize that the relationship between the district and the association is governed by statute and administrative law and agreeing that all parties will be allowed to act within the statutory and administrative framework established thereby.
9. The status quo as to insurance is agreed upon and the parties agree that selection of insurance carriers shall be done in accordance with the collective bargaining agreement and statutory requirements.
10. The district recognizes the importance of appropriate classrooms and the parties agree that teachers input into appropriate classroom assignment will be accepted by the district.
11. The association and its representatives will be allowed to utilize district facilities for meetings during non-duty hours and with prior notice to the district, providing that such use does not interfere with previously scheduled building use.
12. The association agrees to drop its grievance which is substantially equivalent to the ULP filed here, grievance number WCEA-183.
13. The district's sign-in policy to help interpret to allow teachers to travel to appropriate building location during the teacher preparation periods without being required to sign in, but teachers agree to take reasonable efforts to make the district aware of their whereabouts during the preparation time.