

STATE OF WASHINGTON
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the matter of the petition of:)	
ARLEEN JOHNSON)	CASE NO. 3260-D-81-26
For declaratory ruling on obligations under a union security agreement between:)	DECISION NO. 1416 - PECB
NORTH THURSTON SCHOOL DISTRICT NO. 3)	
and)	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, LOCAL 618, AFL-CIO)	

Arleen Johnson, petitioner, appeared pro se.

Mary Brown, Staff Representative, Washington State Council of County and City Employees, AFL-CIO, appeared on behalf of the union.

By petition filed January 15, 1981, Arleen Johnson requested a determination by the Public Employment Relations Commission on her claim of a right of non-association under a union security agreement between North Thurston School District No. 3 and Washington State Council of County and City Employees, Local 618, AFL-CIO. A pre-hearing conference was held on May 11, 1981. The Hearing Officer issued a statement of results of the pre-hearing conference on August 10, 1981, allowing all parties ten days for the filing of objections to the matters set forth in the statement. The petitioner timely filed objections to the statement of her claim, and a revised statement of results of the pre-hearing conference was issued on October 12, 1981 with similar provisions for the filing of objections to its contents. By letter dated January 7, 1982, the undersigned reviewed the course of proceedings up to that time. It was noted in that letter that no issue of material fact had been identified on which it appeared that a hearing was necessary. The parties were advised that the undersigned was prepared to invoke summary judgment procedures, and were afforded an opportunity to identify factual issues for hearing. A letter filed by the petitioner on January 18, 1982 restates the position of the petitioner but does not identify any contested factual issues.

BACKGROUND:

The petitioner has been employed by North Thurston School District No. 3 since 1977, as a secretary. From the time of her initial employment in January, 1980, she worked approximately four hours per day, twenty hours per week. Her employment is in a bargaining unit represented by Washington State Council of County and City Employees, Local 618. The union security provisions of the collective bargaining agreement between the district and the union exclude employees working less than 20 hours per week, and that provision was initially interpreted to exclude the petitioner from union security obligations. The petitioner was informed in August, 1979, that she had theretofore been incorrectly exempted from the contract's union security provisions, and was requested to become a union member.^{1/}

In September, 1979, the petitioner corresponded with her church and the union, asserting a right of non-association based on her religious convictions. The petitioner is a member of Grace Community Covenant Church of Olympia, Washington. The church professes a doctrine which allows individual members to make interpretations of scripture and apply such interpretations to their daily lives. The church will support the individual member's personal convictions, but does not attempt to dictate any beliefs to which the member must adhere.

Correspondence between church leaders and the union concerning the petitioner's request for non-association reflects the church's position that the individual member's personal convictions would be supported by the church. The church does not teach against union membership nor does it discourage members from joining unions as part of its official doctrine.

DISCUSSION:

The issue presented by the petitioner in this matter has been addressed in prior cases before the Public Employment Relations Commission. In Battle Ground School District, Decision No. 955 (EDUC, 1980), the employee asserting a right of non-association was a member of a church which permitted

^{1/} Administrative notice is taken of the proceedings and record in PERC Case No. 3519-E-81-684, a representation proceeding initiated by Classified Public Employees Association/WEA/NEA seeking certification as exclusive bargaining representative of secretarial/clerical employees of North Thurston School District. While the collective bargaining agreement under which petitioner Johnson's union security obligations arose has expired, and while that contract could not lawfully have been replaced by another collective bargaining agreement while the question concerning representation was pending, (See: Yelm School District, Decision 704-A (PECB, 1980)), this case does not thereby become moot. Remaining at issue is the disposition of Johnson's dues money for the period from the onset of enforcement of the union security agreement in 1979 until the expiration of the collective bargaining agreement between the district and the WSCCCE.

individual members to apply personal interpretations of scripture to their daily affairs. The employee asserted a right of non-association based on her personal biblical understanding. Her claim was denied because she could not assert a right of non-association based on the teachings or tenets of her church.

The result reached in Battle Ground School District was reinforced by the Washington Supreme Court in Grant v. Spellman, 96 Wn.2d 454 (1981), where the Court ruled that an employee asserting a right of non-association must belong to a church and must derive teachings or tenets against union membership from the church. It must be concluded that the petitioner in this case does not meet the standard established in the Grant case.

The role of the Executive Director in cases of this nature is a limited one. The petitioner's claim of non-association must be examined within the context of RCW 41.56.122, as interpreted by the Commission and the Courts. The petitioner relies only on her individual interpretation of scripture. Her church does not, as part of its doctrine, teach against union membership. Without such teachings or tenets arising from the organized religious body, the petitioner, like the petitioners in Battleground and Grant v. Spellman, is relying on personal beliefs. Although it appears that petitioner sincerely holds her beliefs about union membership, the petitioner's claim for non-association must be denied.

FINDINGS OF FACT

1. North Thurston School District No. 3 is a public school district of the State of Washington, organized and operated under Title 28A RCW, and is a public employer within the meaning of RCW 41.56.
2. The Washington State Council of County and City Employees, Local 618, AFSCME, AFL-CIO (union) is a bargaining representative within the meaning of RCW 41.56.030.
3. A collective bargaining agreement which covered secretaries and custodians existed between the district and the union for the period September 1, 1979 to August 31, 1981. That collective bargaining agreement contained a union security clause under which employees within the bargaining unit who work twenty hours or more per week must become and remain members of the union for the duration of the agreement. The union security provision allows unit members an opportunity to qualify for religious exemption in accordance with the provisions of RCW 41.56.
4. Arleen Johnson is a secretarial employee of the district covered by the collective bargaining agreement described in paragraph 3 of these findings

of fact. Beginning in August, 1979, the union sought to enforce the union security provisions of the collective bargaining agreement as to Johnson.

5. Johnson is a member of the Grace Community Covenant Church of Olympia, Washington. In September, 1979, she requested the union that she be permitted to make alternative payments to the Committee for Disadvantaged Americans of Minority Groups, in lieu of payments under the agency shop clause of the contract, asserting a right of non-association under RCW 41.56.122(1). In May, 1981, Johnson requested that she be permitted to make her alternative payments to the Amyotrophic Lateral Sclerosis Society.

6. In a letter dated September 14, 1979, Howard P. Johnson, the pastor of Grace Community Church, and Gary Richardson, chairman of the congregation, stated that their church has no written rules to which members must subscribe, nor is maintenance of church membership contingent upon obedience to church regulations. Rather, they pointed out the church's belief in the centrality of the scriptures and personal conviction based upon individual scriptural study.

7. The union refused to permit Arleen Johnson to make alternative payments in lieu of payments required under the agency shop clause of the collective bargaining agreement. However, it agreed that should the Commission find Johnson is within the statutory exemption, the Amyotrophic Lateral Sclerosis Society would be an acceptable, non-religious charity to receive her alternate payments.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter pursuant to RCW 41.56.122 and Chapter 391-95 WAC.

2. The petitioner has failed to sustain a burden of proof showing that her claim of a right of non-association is based upon bona fide tenets or teachings of the church or religious body of which she is a member.

ORDER

If no petition for review of this order is filed with the Public Employment Relations Commission within twenty (20) days following the date of this order, North Thurston School District shall thereafter remit to the Washington State Council of County and City Employees, AFSCME, AFL-CIO any and all funds withheld and retained pursuant to WAC 391-95-130 from the pay

of Arleen Johnson. If a petition for review of this order is filed with the Public Employment Relations Commission, it shall automatically stay the effect of this order pending a ruling thereon by the Commission.

DATED at Olympia, Washington this 7th day of April, 1982.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

A handwritten signature in cursive script, appearing to read "Marvin L. Schurke", is written over the typed name below.

MARVIN L. SCHURKE, Executive Director