

STATE OF WASHINGTON
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the matter of the petition of:)	
DAVID A. KLINGER)	CASE NO. 4643-D-83-41
For determination of a dispute)	
concerning union security)	DECISION NO. 2046 - PECB
obligations arising out of a)	
collective bargaining agreement)	
between:)	
INTERNATIONAL BROTHERHOOD OF)	FINDINGS OF FACT,
TEAMSTERS, LOCAL 763)	CONCLUSIONS OF LAW
)	AND ORDER
and)	
CITY OF REDMOND)	

David A. Klinger appeared pro se.

Davies, Roberts, Reid, Anderson and Wacker, by Bruce Heller, appeared on behalf of the union.

Jeanne M. Large, Personnel Director, appeared on behalf of the employer.

On May 24, 1983, David A. Klinger (petitioner) filed a petition with the Public Employment Relations Commission (PERC) seeking a ruling concerning his obligations under a union security provision contained in a collective bargaining agreement between the International Brotherhood of Teamsters, Local 763 (union) and the City of Redmond (employer). The petition was held in abeyance pending the decision of the Supreme Court of the State of Washington in the matter of Grant v. Spellman, 99 Wn.2d 815 (1983) (Grant II), issued June 16, 1983. On July 12, 1983, the union was invited to submit its position on the petitioner's request in light of the decision of the Supreme Court in Grant II. On August 1, 1983, the union responded that it believed an exemption from the union security obligations of the contract was neither appropriate nor legally supportable in this case. Hearing was held in the matter on March 15, 1984, before Martha M. Nicoloff, Hearing Officer. The union submitted a post-hearing brief.

FACTS

The petitioner requests an exemption from payment of fees to the union based upon his belief that the Teamsters Union has been permeated in his lifetime with an unacceptable level of immorality and lawlessness, and that, as a Christian, he must not be a party to lawlessness and immorality.

Klinger testified that he made a commitment to become a Christian in September, 1973. For approximately two years thereafter he attended Sunday services at a Plymouth Brethren Church in San Diego, California. During that same time period, he also attended prayer meetings conducted by a Baptist Church. He testified that the religious training he received from both of those institutions emphasized individual rather than corporate faith, with the idea that the individual was the most important component of the church.

Klinger moved to Seattle in 1976 and attended Seattle Pacific University from 1976 through 1980. He characterized Seattle Pacific as a Free Methodist institution. While there, he enrolled in numerous religious education courses and attended services at Mercer Island Covenant Church. He also regularly attended weeknight prayer meetings at University Presbyterian Church, and participated in regular student worship services, chapel services, and theological training sessions at Seattle Pacific.

Klinger became a police officer with the City of Los Angeles on November 17, 1980. While with the Los Angeles Police Department, he was a member of the Los Angeles Police Guild, an independent employee organization representing police personnel in collective bargaining with the City of Los Angeles. While in California, Klinger attended several churches, including a Covenant church and a Presbyterian one, and participated in a number of other religious functions. Klinger left the Los Angeles Police Department as of January 8, 1983 and returned to Seattle. Since his return to the Seattle area Klinger has attended the University Presbyterian Church.

On March 1, 1983, Klinger became a police officer with the City of Redmond. He testified that he was not aware at the time he was hired either that the police officers in Redmond were organized or that they were represented by the Teamsters. The collective bargaining agreement between the city and the Teamsters, executed on April 19, 1983, for the term of January 1, 1983 through December 31, 1984, provides at Article 2.2:

Union Membership - It shall be a condition of employment that all employees of the Employer covered by this Agreement, who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing and those who are not members on the execution date of this Agreement, shall on or before the thirty-first (31st) day following the execution date of this Agreement become and remain members in good standing in the Union or in lieu thereof pay a service charge equivalent to the regular Union initiation fee and monthly dues to the Union as a contribution towards the administration of this Agreement. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union or in lieu thereof pay a service charge equivalent to the regular Union initiation fee and

monthly dues to the Union as a contribution towards the administration of this Agreement. Objections to joining the Union which are based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member shall be observed. Any such employee shall pay an amount of money equivalent to regular Union initiation fee and monthly dues to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues and initiation fees. The employee shall furnish written proof to the Union that such payment has been made.

When Klinger became aware that the Teamsters Union was his collective bargaining representative, he began to examine that organization in light of his religious beliefs.

Klinger does not claim an objection to unions or guilds in general, and indeed professes to recognize that unions have contributed to the welfare of the American worker. He objects to the Teamsters Union as being permeated with lawlessness at the national level, with several of its recent national leaders having been convicted as felons. He cites the Central States Pension Fund scandal, and the comments of the judge at the Roy Williams bribery trial to the effect that the Teamsters Union was a participant in a domestic criminal cartel, as further evidence leading to his opinion that the union is party to lawlessness. He does not claim to know of any unlawful behavior in Local 763 or the Teamsters officials in the Northwest, but argues that one cannot "divorce the small unit, the satellite from the mother ship".

Klinger claims a major component of his beliefs about association spring from the Free Methodist tradition, which teaches that each association with an individual or an organization must be examined on its merits. The Free Methodist tradition does not forbid association with labor unions, but does forbid association with organizations or individuals who live out their lives or operate in unrighteous or lawless ways. Robert Wall, an associate professor of Biblical studies and Biblical ethics at Seattle Pacific University, and an ordained elder of the Free Methodist Church, testified that Klinger's beliefs fit into the Free Methodist tradition. He cited Paragraph 335 of the 1979 church discipline. While that document was not entered into evidence, Wall characterized it as addressing the right of the individual to disassociate with a labor union if the union is "perceived to be against the will and work of God in the world".

Klinger cites 2 Corinthians 6:14 as an example of Biblical thought pivotal to his thinking. That passage says:

Do not be bound together with unbelievers; what partnership have righteousness and lawlessness, or what

fellowship have light and darkness or what harmony has Christ with Satan or what has a believer in common with an unbeliever or what agreement has the temple of God with idols? For we are the temple of the living God and just as God has said, I will go in and walk among them and I will be their God and they will be my people. Therefore come out from their midst and be separate.

Klinger does not claim that he would never join the Teamsters Union, but rather professes that if a time passed in which the problems such as the criminal convictions and other behavior were no longer evident, he would re-examine the organization and its leadership, try to determine whether its tactics and behavior had truly changed, and then make his association decision on the basis of that information.

POSITIONS OF THE PARTIES

The petitioner claims that he is a Christian with no specific denominational ties, who has for a number of years been attempting to live his life as he believes the God of the Bible directs. He asks that the Commission allow him to practice his religion as he sees fit, which includes evaluating every organization with which he might have reason to be affiliated to determine whether it might be pleasing to the God he desires to serve. He believes joining the Teamsters Union would be against his religious faith, because it is permeated with too much unrighteous and unlawful activity at the top. He asks that an exemption be granted him, and that his alternative payments be made to Children's Orthopedic Hospital.

The union argues that claimed religious objections to membership in or affiliation with one union rather than unions in general, does not meet the criteria for exemption outlined in RCW 41.56.122. It claims that the decision of the Supreme Court in Grant II supports Klinger's position only in that it extends the right of religious exemption to individuals who hold bona fide beliefs of a non-institutional nature, and argues that the court never considered the question of whether objections to a particular union, rather than unions in general, meet the statutory criteria for exemption. It argues that its position is supported by legislative history. It further claims a parallel between religious exemption and conscientious objector cases, and cites Gillette v. United States, 401 U.S. 437 (1971) as support for its claim that selective objections are not permissible. Finally, it acknowledges that the Commission had reached a different conclusion in Central Valley School District, Decision No. 925-B (EDUC, 1984), but argues that the decision did not, in that case, do justice to the selective objections issue, and urges its reconsideration. In the event the petitioner's exemption is granted, the union would stipulate that his alternative payments could appropriately be sent to Children's Orthopedic Hospital.

The employer takes no position in the matter.

DISCUSSION

The Public Employment Relations Commission has issued several decisions on claims of religious exemption since the issuance of the decision of the Washington Supreme Court in Grant II. In Edmonds School District, Decision 1239-A (EDUC, 1983), the Commission enunciated the criteria by which a claimant must support his/her claim.

In cases where the claim is supported by church-held beliefs, we believe that the following should suffice. The claimant should demonstrate:

- (1) his or her bona fide religious objection to union membership, and
- (2) that the objection is based on a bona fide religious teaching of a church or religious body, and
- (3) that the claimant is a member of such church or religious body.

If the claim is personally held, and not supported by church teachings, the claimant should demonstrate:

- (1) his or her religious objection to union membership, and
- (2) that the religious nature of the objection is genuine and in good faith.

The petitioner makes his claim on the basis of personal beliefs. He meets both criteria established by the Commission for such persons in Edmonds, supra. He has a Christian faith, albeit nondenominational, of long standing. He has studied religious issues intently and over a period of time. In cross-examination, the union brought out what may be perceived to be flaws of logic in Klinger's analysis (e.g., his willingness to be a member of a police department in which some members arguably may be unbelievers or in which arguably there may be some level of "lawlessness"). However, the Commission, in Mukilteo School District, Decision 1323-B (EDUC, 1984), has held that inquiries into the reasonableness or plausibility of the claimed belief are not appropriately part of our task in these matters. There is no reason to doubt his sincerity.

There remains the question of the objection to one, rather than to all, unions. In its decision in Central Valley School District, supra, the Commission confronted the question of whether an exemption was available under RCW 41.59.100 only to those who have religious objections to all labor organizations, or whether it is also available to persons who hold religious objections to selected labor organizations. The Commission found that

the statute permitted an exemption based upon a selective religious objection to one or more labor organizations, in that the statute does not limit the "right of non-association" in any way save the requirement that it be based upon a religious belief. Indeed, in that matter, the Commission granted an exemption to an individual who had been a member and leader of the very same union and local to which she later objected. The wording of RCW 41.56.122 is virtually identical to RCW 41.59.100. Under the Commission's standard, Klinger's exemption must be granted.

FINDINGS OF FACT

1. The City of Redmond is a municipal corporation of the State of Washington, and is a public employer within the meaning of RCW 41.56.030(1).
2. International Brotherhood of Teamsters, Local 763, is a bargaining representative within the meaning of RCW 41.56.030(3), and has been recognized by the city as exclusive bargaining representative of a bargaining unit of regular full-time police officers, detectives, sergeants, and detective sergeants.
3. David A. Klinger, the petitioner, is employed by the City of Redmond as a police officer, and is within the bargaining unit represented by Teamsters, Local 763.
4. Since at least April 19, 1983, the collective bargaining agreement between the city and the union has contained a provision whereby employees within the bargaining unit who do not become and remain members of the union are required to pay representation fees in lieu of membership and initiation fees. The union security provision safeguards the right of non-association of employees based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member.
5. The petitioner is a Christian who claims no specific denominational ties. However, his beliefs have been influenced by the Free Methodist tradition, which teaches that individuals are forbidden to associate with organizations or individuals who operate in unrighteous or lawless ways. The petitioner examines all associations in light of whether his affiliation with them would be pleasing to the God he seeks to serve.
6. The petitioner believes that the Teamsters Union is permeated at its highest levels with lawlessness and immorality, and cites the felony convictions of certain of its leaders, the Central States Pension Fund matter, and comments of a judge trying criminal cases involving Teamster

representatives as evidence which led him to his conclusion that the union is not an organization with which he can affiliate in light of his religious beliefs. He claims no knowledge of any wrongdoing by the local union herein involved. He has asserted a right of non-association under the terms of the collective bargaining agreement and RCW 41.56.122. His claimed right of non-association is made in good faith on the basis of genuine personally held religious beliefs.

7. On May 13, 1983, the petitioner filed a petition with the Public Employment Relations Commission for a ruling concerning his obligations under the agency shop provision in the collective bargaining agreement and RCW 41.56.122.

CONCLUSIONS OF LAW


1. The Public Employment Relations Commission has jurisdiction in this matter pursuant to Chapter 41.56 RCW.
2. David A. Klinger is entitled under RCW 41.56.122 to assert a right of non-association and to make alternative payments to the Children's Orthopedic Hospital or other non-religious charitable organization agreed upon by the petitioner and the Teamsters, Local 763.

ORDER

1. If a petition for judicial review of this order is filed under WAC 391-95-270 within twenty (20) days after the service of this order, any escrow established and maintained in connection with this proceeding under WAC 391-95-130 shall be continued in effect, pendente lite.
2. If no petition for review of this order is filed, the funds held in escrow under WAC 391-95-130 and future payments shall be paid to Children's Orthopedic Hospital pursuant to RCW 41.56.122.

DATED at Olympia, Washington, this 10th day of October, 1984.

PUBLIC EMPLOYMENT RELATIONS COMMISSION



MARVIN L. SCHURKE, Executive Director

This Order may be appealed by filing a petition for review with the Commission pursuant to WAC 391-95-270.