

STATE OF WASHINGTON
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the matter of the petition of:)

DORIS NORMAN)

For determination of a dispute)
concerning union security arising)
under collective bargaining)
agreements between:)

RENTON EDUCATION ASSOCIATION)

and)

RENTON VOCATIONAL FEDERATION OF)
TEACHERS, LOCAL NO. 3914)

and)

RENTON SCHOOL DISTRICT NO. 403.)

CASE NO. 2391-DR-79-23

DECISION NO. 924-EDUC

FINDINGS OF FACT,
CONCLUSIONS OF LAW
AND ORDER

The petition in this matter was filed with the Commission on October 15, 1979. The petition alleges the Renton Education Association and, at different times, the Renton Vocational Federation of Teachers, Local No. 3914 refused to permit the petitioner to make payment to a non-religious charity in lieu of payments required under a union security agreement.

The petitioner alleges she has personal tenets that prevent her from supporting, in a financial manner, the Renton Education Association. The petitioner alleges that a refusal to permit her the exercise of these personal rights violates her rights under the first amendment of the U. S. constitution. She further alleges her basic right to work without paying union dues is being violated. Petitioner further argues that she does not wish to be a part of a system that legislates mediocrity -- one in which the very finest teacher in the district is bound to the same rewards as the very poorest and the poorest is protected by tenure.

RCW 41.59.100 specifically authorizes collective bargaining agreements containing union security agreements. The legislature has not allowed this agency any authority to rule on the legality, sense or morality of union security agreements. The legislature did establish a limited exception to coverage under union security agreements with the following language from RCW 41.59.100:

"... all union security agreements must safeguard the right of non-association of employees based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member." (Emphasis added)

The petitioner in this case is a member of a church but does not allege the church has tenets or teachings which would allow her to claim a religious exemption.

The function of the Executive Director under WAC 391-30-900 is confined to the statute and rule as written. The Director is only authorized to receive, investigate and dispose of disputes concerning the eligibility of an employee to make alternative payments. In this case, assuming that all of the facts in the petition are true, the petitioner does not allege facts which are necessary to support a conclusion that the petitioner is eligible under the rule to make alternative payments.

In connection with the above and foregoing, the Executive Director makes and files the following:

FINDINGS OF FACT

1. Doris Norman, hereinafter referred to as the petitioner, is a vocationally certificated employee of the Renton School District No. 403.
2. Renton School District No. 403 is a public school district of the State of Washington, organized and operated under the Title 28A RCW, and is an employer within the meaning of RCW 41.59.
3. Renton Education Association is an organization and collective bargaining representative within the meaning of RCW 41.59.020(1).
4. Renton Vocational Federation of Teachers, Local No. 3914 is an organization and collective bargaining representative within the meaning of RCW 41.59.020(1).
5. During 1976 Renton School District recognized Renton Education Association as the exclusive bargaining representative of certificated employees of the district. Those parties had collective bargaining agreements effective September 1, 1976 to August 31, 1977 and effective September 1, 1977 and August 31, 1979.

6. On March 1, 1979 the Public Employment Relations Commission, in Decision 379-B (EDUC, 1979), certified Renton Vocational Federation of Teachers, Local No. 3914 as the exclusive bargaining representative of all full-time and regular part-time vocationally certificated employees of the district employed in Renton Vocational-Technical Institute. The district and Local No. 3914 have a collective bargaining agreement purporting to be effective for the period January 1, 1979 to August 31, 1981.

7. The labor agreements noted in Finding of Facts No. 5 and 6 above contain agency shop provisions under which employees within the bargaining unit who do not become and remain members of the union will be required to pay a representation fee in lieu of membership dues; and such union security provision contains a provision safeguarding the right of non-association of employees based upon bona fide religious tenets or teachings of a church or religious body of which the employee is a member.

8. Doris Norman has been employed in the bargaining units covered by the labor agreements noted in No. 7 above.

9. Norman has requested of the Renton Education Association that she be permitted to make alternative payments in lieu of payments under the agency shop clause of the collective bargaining agreement, based on an asserted right of non-association under RCW 41.59.100.

10. Norman is a member of the Presbyterian Church of Seattle. She does not assert that the tenets or teachings of that church require her to assert a right of non-association.

11. Renton Education Association refused to permit Norman to make alternative payments in lieu of payments under the agency shop clause of the collective bargaining agreement. The employer has remitted to Renton Education Association all monies to which it is entitled or has claim.

12. Norman has verbally asked Renton Vocational Federation of Teachers No. 3914 that she be permitted to make alternative payments in lieu of payments under the agency shop clause of the collective bargaining agreement, based on an asserted right of non-association under RCW 41.59.100.

13. Renton Vocational Federation of Teachers No. 3914 refused to permit Norman to make alternative payments in lieu of payments under the agency shop clause of the collective bargaining agreement.

14. Norman has proposed making her alternative payments in lieu of payments under the agency shop clause to Kings Garden and that designation of religious organization is not acceptable to all parties if it is concluded that Norman is entitled to make such alternative payments.

15. The jurisdiction of the Public Employment Relations Commission has been invoked by the petitioner pursuant to WAC 391-30-900; and the petitioner advances no claim in her petition that she is entitled to non-association based upon bona fide religious tenets or teachings of a church or religious body of which the petitioner is a member.

CONCLUSIONS OF LAW

The petitioner has not set forth facts which, as a matter of law, could constitute the basis for a ruling in her favor pursuant to WAC 391-30-900.

ORDER

1. 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, Renton School District No. 403 shall thereafter remit to the Renton Vocational Federation of Teachers any and all funds withheld and retained pursuant to WAC 391-30-900 from the pay of Doris Norman; and shall hereforth withhold and remit funds as provided in RCW 41.59.100 and Article V Section B of the collective bargaining agreement between the Renton School District and the Renton Vocational Federation of Teachers, Local No. 3914.

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

DATED at Olympia, Washington, this 9TH day of July, 1980.

PUBLIC EMPLOYMENT RELATIONS COMMISSION



MARVIN L. SCHURKE, Executive Director