

STATE OF WASHINGTON
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the matter of the petition of:)	
MEREDITH SPENCER)	CASE NO. 6792-D-87-66
)	
For determination of a dispute)	DECISION 3027 - PECB
concerning union security)	
arising under a collective)	
bargaining agreement between:)	FINDINGS OF FACT,
)	CONCLUSIONS OF LAW
BREWSTER SCHOOL DISTRICT)	AND ORDER
)	
and)	
)	
BREWSTER EDUCATION ASSOCIATION)	
WEA/NEA)	
_____)	

Meredith Spencer, appeared pro se.

Catherine O'Toole, General Counsel, and
Maria Sun, Legal Intern, appeared on behalf
of the Brewster Education Association.

On March 5, 1987, Meredith Spencer filed a petition with the Public Employment Relations Commission, seeking a ruling, pursuant to Chapter 391-95 WAC, concerning her obligations under the union security provision in a collective bargaining agreement between the Brewster School District (district) and the Brewster Education Association (union). A hearing was held on August 19, 1987, before Frederick J. Rosenberry, Examiner. The employer did not take part in the proceedings. The union and the petitioner each made written post-hearing submissions.

BACKGROUND

Meredith Spencer has been employed as a teacher since 1965. She has been employed by the Brewster School District, as a member of the certificated staff, for more than nine years.

The certificated non-supervisory employees of the Brewster School District are represented for the purposes of collective bargaining by the Brewster Education Association (BEA). The BEA is a local organization affiliated with the North Central Uniserv Council (NCUSC),¹ the Washington Education Association (WEA)² and the National Education Association (NEA).³ In December, 1986, the district and the BEA entered into a successor collective bargaining agreement which contained a new provision that required employees who were not members of the BEA to pay a representation fee to that organization. The agreement, executed by the parties on December 16, 1986, was for a term of one year; it became effective September 1, 1986.

Spencer has never been a member of the BEA, although she has contributed financial support to it on several occasions. Most recently, she made a contribution early in the 1986-87 school year in an amount less than that paid by employees for membership in the BEA and its affiliated organizations.

1 The NCUSC is a regional council within the state that provides administrative support to area education associations for collective bargaining and labor agreement administration.

2 The WEA provides administrative support to the NCUSC and the BEA, and promotes legislative interests at the state level on behalf of its affiliates.

3 The NEA also provides administrative support and promotes legislative interests at the national level on behalf of all of its affiliated state and local labor organizations.

In January, 1987, the "contribution" tendered by Spencer to the BEA was returned to her. The record reflects that BEA president Fred Frost instructed the organization's treasurer to return Spencer's donation to her.⁴

By memorandum dated January 22, 1987, the district notified Spencer and others who were not members of the BEA that, as a result of the new agency shop provision in its collective bargaining agreement with the BEA, all employees in the bargaining unit would be required to obtain membership in the BEA or pay a representation fee, effective September 1, 1986.⁵ The district further advised that it would commence deducting the fee from employee salaries in February, 1987.

By memorandum dated January 27, 1987, the BEA invited Spencer and others who were not BEA members to join the organization, and notified them of their obligation to pay a representation fee. The BEA memorandum stated dues amounts for the full 1986-87 school year, advising the employees involved that full-time dues for the year would be \$344.50. The allocation of that sum was indicated as: \$15 to the BEA; \$75.50 to the NCUSC; \$183 to

⁴ The record does not specifically indicate why the funds were returned, but it is inferred that the BEA changed its policy concurrent with the addition of the agency shop provision to the collective bargaining agreement, and thereafter no longer accepted donations from non-members in lieu of a representation fee that includes dues payable to the organizations with which it is affiliated.

⁵ The Examiner notes that the district and the association both indicated that the agency shop provision was being made effective retroactive to September, 1986. No issue has been raised in this proceeding as to the legality of retroactive application of a union security obligation. The Examiner deems the issue to be beyond the scope of the case at hand. See, Port of Seattle, Decision 2796-A (PECB, 1988).

the WEA; and \$71 to the NEA. The memorandum further stated that the difference between full-time dues and the representation fee was \$13.00.⁶

Spencer notified the union, by letter dated February 24, 1987, that she desired to exercise a right of nonassociation pursuant to RCW 41.59.100, because her religious beliefs conflicted with NEA and WEA positions on national issues. Spencer requested that her representation fee be assigned to the Omak, Washington, chapter of Special Olympics.

The BEA responded to Spencer's request by a letter dated February 27, 1987, stating that it was not qualified to determine whether her religious beliefs were such as to warrant nonassociation, and it referred her to the Public Employment Relations Commission for further action. The BEA also advised her that, in the event that her assertion of a right of nonassociation was upheld, her suggested charitable organization was acceptable to the BEA.

POSITIONS OF THE PARTIES

Meredith Spencer states opposition to association with the Washington Education Association, and particularly to the National Education Association. She claims that certain positions taken by those organizations are contrary to her conscience, based on her interpretation of the Bible. Spencer

⁶ The memorandum does not specify over what period the \$13 difference is calculated. The Examiner infers from the use of annual calculations for the other amounts that this was also an annual amount. Frost testified that only the actual cost of representation is used in calculating the agency shop fee, and that political expenditures are not included.

specifically cites opposition to a portion of the NEA's legislative program, which she believes supports abortion, and to a portion of a NEA resolution calling for a prohibition against discrimination in employment, which she believes supports homosexuality. Because of Spencer's opposition to the NEA, she does not desire to associate with the organizations or contribute to their financial support. Spencer is not opposed to all unions, and believes that the BEA has served to her benefit. Spencer maintains that she would consider membership in the BEA, if she could be assured that her dues would not be used to contribute to the economic support of the NEA and WEA.

It is the union's position that Meredith Spencer's petition for exemption from the agency shop provision of the collective bargaining agreement should be dismissed, because her objections are personal and political, rather than based on bona fide religious beliefs. The union argues that Spencer has never raised a religious opposition to membership in the past, when she made contributions to the BEA. It believes that Spencer declines to join the association because of the cost of dues. The union denies that the BEA, NCUSC, WEA or the NEA supports abortion or homosexuality, or takes a position on those issues, and maintains that no member dues or representation fees have been used to advocate abortion or homosexuality. The union contends that its legal duty of "fair representation" prohibits it from engaging in a practice of selective representation based on sexual orientation, so that the homosexuality issue raised by Spencer is not a legitimate basis for claim of a right of nonassociation. The union argues that the WEA and NEA legislative program and resolutions do not necessarily reflect the positions of the BEA, that they do not control the local organizations, and that they can be ignored. The union also argues that statements regarding reproductive freedom and sexual orientation which Spencer views as support for abortion

and homosexuality are no longer in effect, as they were adopted in 1986 and superceded in 1987, when new legislative and resolution packages were adopted. It is the union's belief that, in order to qualify for the right of nonassociation, the petitioner must have a general opposition to association with unions, and that the petitioners limited objection based on certain positions taken by it does not entitle her to non-association. The union further contends that the NEA has been the exclusive target of Spencer's objections, and that she has offered no evidence concerning her objection to association with the WEA. Therefore, it argues, in the event that a religious exemption is granted, it should be from the NEA only.

DISCUSSION

Statutory Authority for Union Security Provision

This case arises under RCW 41.59.100, which allows "union security" provisions in collective bargaining agreements:

RCW 41.59.100 UNION SECURITY PROVISIONS--SCOPE--AGENCY SHOP PROVISION, COLLECTION OF DUES OR FEES. A collective bargaining agreement may include union security provisions including an agency shop, but not a union or closed shop. If an agency shop provision is agreed to, the employer shall enforce it by deducting from the salary payments to members of the bargaining unit the dues required of membership in the bargaining representative, or, for nonmembers thereof, a fee equivalent to such dues. All union security provisions must safeguard the right of nonassociation of employees based on bona fide religious tenets or teachings of a church or religious body of which such employee is a

member. Such employee shall pay an amount of money equivalent to regular dues and fees 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 fees. The employee shall furnish written proof that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, the commission shall designate the charitable organization.

In interpreting and applying the statute,⁷ the Commission looks for guidance to Grant v. Spellman, 99 Wn.2d 815 (1983) (Grant II). The Public Employees' Collective Bargaining Act, Chapter 41.56 RCW, was the basis for the Grant II litigation,

⁷ Chapter 41.59 RCW does not define the terms "union security" and "agency shop". They are defined in Roberts Dictionary of Industrial Relations, BNA Books, Revised Edition 1971, as follows:

Union Security: Provisions in collective bargaining agreements which aim to protect the union against employers, non-union employees, and/or raids by competing unions. Typical union security clause is the union shop. In the absence of such provisions, employees in the bargaining unit are free to join or support the union at will, and in union reasoning, receive union negotiated benefits at no personal expense, thus getting a "free ride".

Agency Shop: A union security provision to eliminate "free riders." All employees in the bargaining unit are required to pay dues or service charges to the collective bargaining agent. Non-union employees, however, are not required to join the union as a condition of employment. Payment of dues is to defray the expenses of the bargaining agent in negotiations, contract administration, etc.

but that statute contains "right of nonassociation" provisions similar to those set forth in the Educational Employment Relation Act, Chapter 41.59 RCW. Grant II states:

... exemption from a union security agreement is dependent on proof of the bona fide religious beliefs of the individual or the religious group.

The Commission examined Grant II in considerable detail in Edmonds School District, Decision 1239-A (EDUC, 1983), where it stated:

The Grant II court decided that the religious exemption statutes should be disjunctively construed. The result is that an exemption can be based on (1) bona fide individual religious tenets, or (2) bona fide teachings of the church or religious body of which the employee is a member.

The Commission's Edmonds decision also established guidelines for the evaluation of nonassociation claims, stating:

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 teaching, 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 Commission observed that, although there are fewer elements of proof in a claim of personally held beliefs, a claim based on church-based objection may be easier to prove.

Spencer's Religious Beliefs

Spencer testified that she has attended the First Church of God since she was a teenager. For the past six years, she has attended the First Church of God located in East Wenatchee, Washington. She has been a church secretary for the past two years. She states that, in order to be a member of the First Church of God, one must be a born-again Christian and believe in what the Bible teaches. Spencer does not claim, however, that the First Church of God discourages or specifically prohibits union membership. Spencer has thus not established that her objection to association with the union is based directly on the teachings or tenets of her church. In light of Grant II, Spencer is eligible for exemption from association with the BEA only if she can demonstrate that her objection to association with the union is based on bona fide, personally-held religious tenets.

Spencer testified that she studies the Bible, and claims it as the source of her personally-held religious tenets. She believes in a doctrine of Christian conscience, such that if she questions a matter that she does not find specifically addressed in her Bible, she believes that through prayer and study, her question will be answered and divine guidance will be provided through the dictates of her conscience.

Rebutting Spencer's claim, BEA official Frost testified that

when he had asked Spencer in the past to join the BEA, she declined without giving a reason but she would always ask how much the dues were. He claims to have inferred from her question that she declined membership because of the cost of dues. Kathleen Morris, who also is a teacher at the district, was called as a witness for the union and testified that she was aware of Spencer's activity with her church, that she discussed BEA membership with Spencer in the past, and that Spencer had never before indicated a religious reason for refusing to join the BEA. Morris further testified that Spencer has stated that she has no objection to joining the BEA, but that she would like to see the BEA be independent from the WEA and NEA, and that the dues were too high because of the affiliation. The Examiner is not persuaded by that testimony, however, that Spencer's opposition to association with the union is based on the cost of dues, or that the religious basis claimed by Spencer is not sincere. Past labor agreements between the BEA and the district did not contain an agency shop provision, so Spencer was under no compulsion to explain why she declined membership. Her past reticence does not serve to her future detriment.

Spencer draws support from the teachings of her church on issues other than union membership, and sought to establish that her church teaches against abortion and homosexuality.⁸ In the presentation of her case-in-chief, Spencer did not

⁸ At the hearing in this matter, Spencer sought to introduce a letter from her church pastor that set forth her church's position on certain matters relevant to her objection to association with the union. The pastor was not present at the hearing, and the union objected to the document as "hearsay". The Examiner admitted the document into the record, but noted that its probative value was significantly diminished, because its author was not available for cross-examination.

affirmatively state opposition to abortion, seemingly avoiding use of "abortion" or synonymous terms. Spencer cited several biblical passages, but did not provide testimony explaining what she believed to be the connective relationship between the biblical passages and her own beliefs. In cross-examination, she did make clear that she was opposed to "abortion", but still did not fully set forth the religious reasons she is opposed to it. Spencer believes that homosexuality is contrary to God's teachings, and cited biblical passages as the authority for her opposition. She understands the Bible to teach that homosexuals have depraved minds and that they are filled with every kind of wickedness. Spencer believes that such traits are not desirable in a teacher.

The Examiner concludes that Spencer has demonstrated a personally held religious belief that homosexuality is objectionable, but does not find that Spencer has established the necessary religious linkage for her opposition to abortion.

The Targets of Spencer's Objections

The NEA convenes an annual convention, called its "Representative Assembly", comprised of delegates of affiliated organizations. That body adopts a legislative program, which is its package of proposals for federal legislative enactment, and adopts other resolutions which formally express the opinion or position of the NEA.

In translating her beliefs to her dealings with the union, Spencer relies upon a single source of information: A special issue of a publication entitled "Today's Education" that contains the NEA legislative program and resolutions that were adopted by the NEA Representative Assembly at its convening in Louisville, Kentucky, from July 3 to 6, 1986.

The union maintained that the 1986 Representative Assembly legislative program and resolutions were no longer in effect, because the Representative Assembly had met in the interim between the filing of the instant petition and the convening of the hearing,⁹ and adopted a new legislative program and resolutions. The union thus argued that the 1986 legislative program and resolutions could no longer be the basis for an objection. The Examiner does not accept this argument. Spencer's petition was filed in March, 1987, several months before the 1987 Representative Assembly convened. The union offered no evidence that the legislative program and resolution objected to by Spencer were substantively changed or abandoned in 1987.

BEA official Frost testified that the NEA legislative program and resolutions do not always reflect the WEA, NCUSC or BEA positions, and that WEA and NEA resolutions may be ignored by the local organization. The Examiner does not find the argument persuasive. The NEA legislative programs and resolutions are adopted by delegates to the representation assembly as being desired objectives of the organization. If the BEA is opposed to the positions taken by its parent body, it seemingly has only the options to conform, to seek change within the organization, or to withdraw from affiliation. There is no evidence that the BEA and WEA have done anything other than to conform to the NEA policies attacked by Spencer.

Reproductive Freedom -

As part of a "Civil and Human Rights Protection" section of its 1986 legislative program, the NEA Representative Assembly stated:

⁹ The NEA Representative Assembly was convened in Los Angeles, California, in July, 1987.

NEA supports

preserving and strengthening basic civil and human rights under law;

eliminating barriers restricting the individual exercise of rights;

vigorous enforcement of civil rights laws, including desegregation activities and programs for American Indians/Alaska Native, through full funding and appropriate Administration actions;

full equality and opportunity - economic and educational - for women including the addition of the Equal Rights Amendment to the Constitution;

reproductive freedom without government intervention;

the use of affirmative action to redress historical patterns of discrimination;

academic freedom.

NEA opposes

infringement of the principles of religious freedom through the introduction of sectarian practices in the public schools;

efforts to restrict or end federal court jurisdiction in civil rights matters including restrictions on the use of busing as an available option to achieve desegregation;

internment or containment of racially identifiable segments of society;

federal restraints on the freedom of inquiry. (emphasis supplied)

There is nothing in the record to indicate that Spencer contacted the WEA or the NEA in an effort to obtain additional information on the substance of the phrase, "reproductive freedom without government intervention".¹⁰ While it is clear that Spencer believes that the phrase could be interpreted to indicate support for abortion, there is no evidence that she

¹⁰ The publication on which Spencer relies states that additional information on the subject is available through the NEA government relations office.

took any steps to study, understand or evaluate the NEA stand on the matter of abortion.

The Commission has repeatedly held that a person claiming exemption from a union security obligation on the basis of personally held religious beliefs must meet the burden of presenting convincing evidence demonstrating both his or her religious objection to union membership and that the religious nature of the objection is genuine and in good faith. See: Central Valley School District, Decision 925-B (EDUC, 1984); Edmonds School District, Decision 1239-A (EDUC, 1983). The right of nonassociation must be based on a clear, unequivocal position promulgated by the union that is in opposition to the personal religious beliefs of the petitioner, the burden of such showing is on the petitioner. The Examiner finds the petitioner's interpretation of the meaning of the phrase to be based on a superficial reading, without any foundation. She has failed to address the substance or literal construction of the phrase, and did not explain why she believes that her interpretation of the intent of the phrase is correct. An opinion based on an erroneous assumption cannot be the basis for allowing an individual the right of nonassociation.

Homosexuality -

The NEA's 1986 Representative Assembly adopted a resolution that addresses discrimination and affirmative action in employment. The resolution states:

The National Education Association believes that personnel policies and practices must guarantee that no person be employed, retained, paid, dismissed, suspended, demoted, transferred, or retired because of race, color, national origin, religious beliefs, residence, physical disability, political activities, professional associa-

tion activity, age, marital status, family relationship, sex, or sexual orientation.

To address societal needs, however, the Association urges the development and implementation of affirmative action plans and procedures that will encourage employment of women in administrative position, minorities at all levels, and men in the classroom at the elementary and preschool levels.

It may be necessary, therefore, to give preference in recruitment, hiring, retention, and promotion policies to certain ethnic-minority groups or women or men to overcome past discrimination.

(Emphasis supplied)

Spencer assumes that the term "sexual orientation" includes individuals with a homosexual lifestyle, and so opposes that portion of the resolution. Again, she has not offered substantive evidence supporting her assumption that either the WEA or the NEA supports homosexuality. Spencer has taken a passage from a NEA resolution and, without benefit of any inquiry into the reason for its adoption or its intent, argues that its literal terms demonstrate support for homosexuality, and accordingly she should be granted an exemption from the agency shop provision of the labor agreement.

Union witnesses Frost and Robert Maier¹¹ testified credibly that neither the WEA nor NEA support homosexuality, and that the two organizations take no position one way or the other.

¹¹ Maier is employed by the WEA as a field representative for governmental relations. He has served as a local organization president, past officer of a uniserv council, on the WEA board of directors, and as a delegate to the NEA Representative Assembly.

The union argues persuasively that it has an affirmative obligation to represent all of its members regardless of personal characteristics, including homosexuality. The WEA has legal restraints on it with regard to employment discrimination on the basis of sexual orientation. The Examiner takes note that the WEA is a statewide organization headquartered in King County, Washington. It has a number of affiliated organizations located in both King County and the City of Seattle, both of which have ordinances that prohibit employment discrimination on the basis of sexual orientation. The county ordinance is applicable to employers and labor organizations alike, and fairly reflects that it would be unlawful for the WEA to engage in personnel or representation practices that would discriminate against an individual who is a homosexual. In order to comply with the law and at the same time accommodate Spencer's objection, the WEA would be required to adopt two sets of standards with regard to a discrimination policy: One like the existing NEA policy of non-discrimination for those portions of the state where applicable laws prohibit discrimination based on sexual orientation, and another policy that does not address the issue for application in other portions of the state. The Examiner does not view this as a practical or necessary accommodation to resolve disputes of this nature.

Selective Opposition to the WEA-NEA

Although the petitioner names the WEA as an organization which she opposes, all of her evidence was directed at NEA positions. None of her evidence established any specific conduct of positions of the WEA as objectionable. Nevertheless, the fact that the petitioner is not opposed to all labor organizations does not automatically disqualify her from exercising a right of nonassociation under the statute. The Commission has

accepted a "selective" opposition to a specific labor organization as being the legitimate basis for exemption. See, Central Valley School District, Decision 925-D (PECB, 1984), City of Redmond, Decision 2046 (PECB, 1984).

The union takes the concept of selective opposition one step further, arguing in its post hearing brief that in the event the request for exemption is granted it should be only from the NEA component of the overall dues obligation. This indicates a philosophical departure by the union from its earlier position, when it insisted upon a "unified" dues schedule under which an individual must belong to all of the affiliates in order to belong to any of them. The union rejected a partial payment by refunding Spencer's contribution and calling upon her to pay a representation fee that included fees to the affiliated organizations. The BEA's affiliation with, and the unified dues structure with, the NCUSC, WEA and NEA are internal union matters which are not addressed by Chapter 41.59 RCW. It has enforced agency shop provision on an "all or nothing" basis in other cases before the Commission, Brewster School District, Decision 2888 (EDUC, 1988), and nothing in the record reflects that it has informed all bargaining unit members that it is prepared to evaluate requests for exemption on a selective affiliation basis or to give consideration to requests for limited application of the agency shop provision in the collective bargaining agreement.

Secular Humanism

Spencer testified, generally, that she was opposed to "other union positions" which she did not identify. In response to a question on cross-examination about "secular humanism", she replied that she believed that the union took a position in this regard that is contrary to her religious beliefs. The

Examiner disregards this exchange. Spencer did not raise the issue of "secular humanism" on her own initiative, and she has not supplied any evidence defining the term, supporting her own claim of a religious objection, or demonstrating that the union embraces such a doctrine.

Conclusions

The principal elements of consideration in the determination of a petition for exemption from an agency shop agreement are the sincerity of the religious nature of the objection, and whether the objection to the labor organization is based on a truthful and factual knowledge of the objectionable conduct or position taken by the labor organization. The burden of proof is on the petitioner. See, Snohomish County, Decision 2859-A (PECB, 1988). Objection based on a lack of knowledge or erroneous perception, or as a pretext does not meet the statutory requisite to warrant exemption. The petitioner has failed to establish that the WEA and NEA support social issues that she is opposed to. Spencer has failed to meet the burden of demonstrating that her religious objection is bona fide because she has failed to establish that the union supports either abortion or homosexuality. Perception of union positions is addressed in Brewster School District, supra, which states:

The activities or positions of a union that are seen as conflicting with an individual's religious beliefs must be based on fact, not on misinformation or erroneous assumptions.

Puyallup School District, Decision 2711 (EDUC, 1987).

The record fairly reflects that the union does not take a position on these social issues. Spencer's petition for the right of non-association is based on her individual perception

of the union's legislative program and resolution intent. Her perceptions alone, without evidentiary support do not warrant the right of non-association where there is no persuasive evidence that the union takes a position on the controverted issues that is clearly in opposition to Spencer's religious beliefs. Spencer's association with the union would not burden her free exercise of conscience. Association with the BEA and its affiliates does not require that she affirm or deny a proposition that is contrary to her beliefs, or that she engage in or refuse to engage in an activity prohibited by the dictates of her conscience. Her petition for non-association must be denied.

FINDINGS OF FACT

1. Brewster School District No. 111 is a school district of the state of Washington created pursuant to Title 28A RCW, and is an employer within the meaning of RCW 41.59.020(1)
2. The Brewster Education Association, an employee organization within the meaning of RCW 41.59.020(1), is recognized by the Brewster School District as the exclusive bargaining representative of the district's non-supervisory certificated employees.
3. Meredith Spencer is employed by the Brewster School District in a non-supervisory certificated position.
4. In January, 1987, Spencer was notified by the Brewster Education Association and the Brewster School District that they had entered into a successor collective bargaining agreement that called for the payment of a representational fee by non-supervisory certificated employees who were not members of the Brewster Education Association.

- Spencer was requested to commence paying dues or fees to the Brewster Education Association, pursuant to the parties collective bargaining agreement.
5. Spencer is a member of the First Church of God. The church has no teachings which prohibit its members from associating with unions. The church allows its members the right to exercise personal judgment on the basis of the dictates of the individual's conscience.
 6. Spencer is opposed to abortion and homosexuality, and has set forth a religious basis for her objections concerning homosexuality.
 7. It is Spencer's perception that the National Education Association and the Washington Education Association support abortion and homosexuality, and she therefore requested that she be permitted to make alternative payments based on assertion of a right of nonassociation under the terms of the collective bargaining agreement and RCW 41.59.100. The Brewster Education Association denied her request.
 8. On March 5, 1987, Meredith Spencer filed a petition with the Public Employment Relations Commission, seeking a ruling concerning her obligations under the agency shop provisions of the collective bargaining agreement and RCW 41.59.100.
 9. The record does not reflect that the Brewster Education Association, the North Central Uniserv Council, or the Washington Education Association have adopted an official position regarding abortion. The National Education Association has adopted only an ambiguous statement

regarding "reproductive freedom", and Spencer has not taken steps to ascertain the precise nature or meaning of that statement.

10. The record does not reflect that the Brewster Education Association, the North Central Uniserv Council, or the Washington Education Association have adopted an official position regarding homosexuality. The National Education Association has adopted only a statement regarding discrimination based on "sexual orientation". The Washington Education Association is based in King County, which has an ordinance prohibiting discrimination in employment based upon sexual orientation.
11. Spencer has not demonstrated that her objection to association with the Brewster Education Association is based on a personally held, bona fide religious objection to official positions taken by the Brewster Education Association, North Central Uniserv Council or the Washington Education Association, and her objections regarding "homosexuality" are in conflict with the obligations of the Washington Education Association under applicable law.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter pursuant to Chapter 41.59 RCW.
2. Meredith Spencer has not sustained her burden of proof to establish her claim of a right of non-association based on bona fide religious tenets or teachings of a church or religious body, and is not entitled under RCW 41.59.100 to make alternate payments in lieu of payments under the

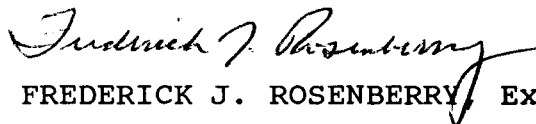
union security provisions of the collective bargaining agreement covering her employment with the Brewster School District.

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 with the Public Employment Relations Commission within twenty (20) days following the date of this order, the Brewster School District and the Brewster Education Association shall, in accordance with WAC 391-95-310, allow Meredith Spencer a grace period of not less than thirty (30) days following the date of this order to correct any arrearages, prior to enforcing the union security provision according to its terms.

DATED at Olympia, Washington, this 13th day of October, 1988.

PUBLIC EMPLOYMENT RELATIONS COMMISSION



FREDERICK J. ROSENBERRY, Examiner

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