STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the matter of the petition of: PATRICIA HILL for determination of union security obligations under a collective bargaining agreement between: WASHINGTON FEDERATION OF TEACHERS, LOCAL 3913 and CLOVER PARK TECHNICAL COLLEGE	CASE 9061-D-91-91 DECISION 4070 - CCOL FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Patricia Hill, appeared pro se.

Bob Penrose, President of Local 3913, appeared on behalf of the union.

Betty Jo Parkinson, Vice President of Human Resources, appeared on behalf of the employer.

On March 4, 1991, Patricia Hill filed a petition with the Public Employment Relations Commission, seeking a ruling pursuant to Chapter 391-95 WAC concerning her union security obligations under a collective bargaining agreement between the Washington Federation of Teachers, Local 3913, and Clover Park Technical College.[1] A hearing was held on September 6, 1991, before Examiner William A. Lang. The parties did not file post-hearing briefs.

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[1] At the time the petition was filed, the employer was the Clover Park School District, as operator of the Clover Park Vocational-Technical Institute (CPVTI). While the case was being processed by the Commission, the Legislature enacted Senate Bill 5184, transferring the CPVTI and similar institutions to the jurisdiction of the State Board for Community and Technical Colleges and re-naming them as technical colleges.

BACKGROUND

Clover Park Technical College is operated under Chapter 28B.50 RCW, and is an employer within the meaning of the collective bargaining statute covering community college academic employees, Chapter 28B.52 RCW.

Washington Federation of Teachers, Local 3913,[2] is the exclusive bargaining representative of all full-time and regular part-time academic personnel employed by the employer.

The employer and Local 3913 are parties to a collective bargaining agreement that was signed on September 26, 1990, and is effective for the period from September 1, 1990 to August 31, 1993.[3] The contract contains an agency shop provision, which requires bargaining unit employees to become a member of the union or to pay a "representation fee", as follows:

> Article VI - Union Security
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> The union, as the exclusive negotiating representative of all employees in the bargaining unit as provided in Article I of this agreement, will represent all such employees fairly and equally. While employees shall not be required to join the Union, membership in the Union shall be made available to all employees who apply, consistent with the Union's Bylaws.

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[2] The local union is affiliated with, and makes payments from members' dues to, the American Federation of Teachers, AFL-CIO (AFT).

[3] The contract was negotiated under Chapter 41.59 RCW, and some of the terminology used is appropriate to the common schools setting of that statute. The covered employees are referred to as "certificated employees"; the employer is referred to as "district"; the employer's chief officer is referred to as "superintendent". The transfer of the entire bargaining relationship and contract to Chapter 28B.52 RCW was automatic under Section 85 of Senate Bill 5184.

> Any employee who is a member of the Union, or who has applied for membership therein, may give the Superintendent, or his or her designee, a voluntary written authorization for deduction from his or her monthly salary warrant of membership dues to the Union. Pursuant to such authorization, the District Superintendent or his or her designee shall transmit all monies promptly to the Treasurer of the Union, providing there is mutual agreement between the Employer and the Union as to the form of the monthly billing.
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> Representation Fee: No member of the bargaining unit will be required to join the Union; however, those employees who are not Union members, but are members of the bargaining unit, will be required to pay a representation fee to the Union. The amount of the representation fee will be determined by the Union, and transmitted to the Business Office in writing. The representation fee shall be an amount less than the regular dues for the Union membership in that nonmembers shall be neither required nor allowed to make a political deduction. The representation fee shall be regarded as fair compensation and reimbursement to the Union for fulfilling its legal obligation to represent all members of the bargaining unit.
>
> In the event that the representation fee is regarded by an employee as a violation of their right to non association, such bona fide objections will be resolved according to the provisions of RCW 41.59.100, or the Public Employment Relations Commission.
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> The Union will indemnify, defend and hold the District harmless against any claims and any suits instituted against the District on account of any decisions of Union dues and representation fees. The Union agrees to refund to the District any District funds paid to it in error.

The previous contract did not require non-members to pay a representation fee in lieu of being a member of the union.

Patricia Hill, the petitioner in this matter, has been an employee of the employer for approximately 18 years. Initially, Hill was

not opposed to being a member of Local 3913, or any other union. In fact, Hill testified that she was instrumental in "helping get the union started at this school many years ago". She held membership in the union for approximately 14 years.

Hill is a member of the Harrison Park Baptist Church of Tacoma, Washington. That church has no specific tenets or teachings prohibiting its members from belonging to a labor organization. Hill's differences with the union appear to date back to 1986, and to an article she read in a publication issued by the AFT. That article indicated that AFT had submitted an amicus curiae brief in a lawsuit concerning a Louisiana statute requiring teaching of "creation science".[4]

In November of 1986, Hill wrote to AFT President Albert Shanker, requesting an explanation of the AFT's reasons for becoming involved in the Louisiana case. In her letter, Hill inquired how the decision to file the brief was made, what was the source of funding for legal research and preparing the organizations brief, and how AFT members who did not agree with the AFT's position could be represented in the case.

On March 2, 1987, Shanker responded to Hill's letter. He explained that the AFT supported a strong public education system, that the published article indicated the AFT's belief in high academic standards, and that the organization supported the concept of the separation of church and state. Shanker further explained that AFT viewed the legislation at issue in the Louisiana case as eroding the separation of church and state.

Hill withdrew from membership in Local 3913 in 1987, as a consequence of the AFT's position on "creationism". She voluntarily

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[4] That law required educators to provide "balanced treatment" in teaching evolution and creationism.

began making payments to the United Way in lieu of paying union dues, even though the collective bargaining agreement did not obligate her to do so.

On October 30, 1990, the employer notified all of the employees covered by the collective bargaining agreement of the newly negotiated "agency shop" provision. That communication informed employees that RCW 41.59.100 was available to employees with bona fide religious objections to union membership.

On October 31, 1990, Hill wrote to Local 3913, requesting that she be permitted to make alternative payments to the United Way, pursuant to RCW 41.59.100. After describing her differences with the AFT on the "creation science" issue, Hill explained:

> I am not adverse to a reasonable representation fee, but I know that $23.50 monthly per staff person represented is not spent locally for representation costs.
>
> Because of this issue and the fact that most of the political candidates supported by WFT and AFT are quite liberal and support candidates who advocate abortion, I chose to resign as a member of WFT and AFT. At that time I expressed a desire to continue as a member of Local 3913, but that idea was rejected by the Executive Board. ...

Hill also advised the union of her voluntary contributions to the United Way since resigning from the union in 1986, and indicated her desire to continue those contributions.

Hill did not receive an immediate response from Local 3913. On January 30, 1991, Hill sent a letter to the newly-elected president of Local 3913, Bill Penrose, regarding her request for nonassociation under RCW 41.59.100. Hill requested a response to her request by February 14, 1991.

In response to a request from Hill, Penrose provided her in early February, 1991, with a copy of a communication from Local 3913's attorney, regarding the application of a union security provision that recognizes the religious-based right of nonassociation of bargaining unit members. In a February 12, 1991 letter, Penrose advised Hill that her request for nonassociation had been denied. Penrose indicated that the union did not believe that Hill qualified for the exemption.[5]

On February 14, 1991, Hill wrote to Penrose, asking him to reconsider her request to make payments to a non-religious, non-political charitable organization. She made reference to her previous correspondence concerning her request for nonassociation. Additionally, she informed Penrose that:

> I am a born again Christian and the very basis of my religious belief is that I was created by God and did not evolve from some prehistoric ape. Using my money to finance a legal challenge contrary to my religious beliefs is a violation of the bona fide religious tenets and teachings of my church.

Hill stated, further, that she was also opposed to the union making contributions to politicians who supported abortion, which was contrary to her religious beliefs.

On February 25, 1991, Penrose informed Hill that her request to make alternative payments to a charitable organization had been reviewed at a special meeting of the local union's executive board, and had been denied. Hill then filed this request for a ruling regarding her union security obligations under the terms of the collective bargaining agreement between the union and the employer.

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[5] That letter indicated that the charitable organization proposed by Hill was not at issue.

POSITIONS OF THE PARTIES

Patricia Hill asserts a right of nonassociation based upon her personally held religious beliefs. She cites her belief in the creationism theory of mankind, her deep religious opposition to abortion, and the union's support of political candidates that she contends support abortion. Hill seeks to make alternative payments to the non-religious charity known as the United Way of Washington.

The union does not question the sincerity of Hill's personally held religious beliefs. Rather, it contends that Hill's objections to union membership are based on political issues, such as abortion and teaching the theory of evolution, which do not qualify her for nonassociation. Local 3913 seeks to have Hill's request for non-association denied, and to have Hill pay a representation fee under the provisions of the 1990-93 collective bargaining agreement.

DISCUSSION

Chapter 41.59 RCW authorized the Clover Park School District to enter into an "agency shop" union security arrangement with Local 3913, as follows:

> 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. [1975 1st ex.s. c 288 § 11. Emphasis by **bold** supplied.]

In this case, the collective bargaining agreement negotiated by the union with the former employer contains three membership options for bargaining unit employees: (1) An employee may be a dues-paying member of the union; (2) an employee may pay a "representation fee" without undertaking the obligations of union membership; or (3) an employee who has qualifying religious reasons may contribute an equivalent amount to a charity. There is no evidence or argument that the union security arrangement was unlawful when negotiated under Chapter 41.59 RCW.

Chapter 28B.52 RCW also authorizes "agency shop" union security arrangements between community colleges and the exclusive bargaining representatives of their academic employees, as follows:

> RCW 28B.52.020 DEFINITIONS. As used in this chapter:
> ...
> (6) "Union security provision" means a provision in a collective bargaining agreement under which some or all employees in the bargaining unit may be required, as a condition of continued employment on or after the thirtieth day following the beginning of such employment or the effective date of the provision, whichever is later, to become a member of the exclusive bargaining representative or pay an agency fee equal to the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the exclusive bargaining representative.

...

RCW 28B.52.045 COLLECTIVE BARGAINING AGREEMENT--EXCLUSIVE BARGAINING REPRESENTATIVE--UNION SECURITY PROVISIONS--DUES AND FEES.

...

(2) A collective bargaining agreement may include union security provisions, but not a closed shop. If an agency shop or other union security provision is agreed to, the employer shall enforce any such provision by deductions from the salary of bargaining unit employees affected thereby and shall transmit such funds to the employee organization or to the depository designated by the employee organization.

(3) **An employee who is covered by a union security provision and who asserts a right of nonassociation based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member shall pay to a nonreligious charity or other charitable organization an amount of money equivalent to the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the exclusive bargaining representative.** The charity shall be agreed upon by the employee and the employee organization to which such employee would otherwise pay the dues and fees. The employee shall furnish written proof that such payments have been made. If the employee and the employee organization do not reach agreement on such matter, the commission shall designate the charitable organization. [1987 c 314 § 8. Emphasis by **bold** supplied.]

There is no evidence or argument that the union security arrangement contained in the contract applicable to Hill's employment was unlawful when negotiated under Chapter 41.59 RCW, or that it somehow became unlawful when the bargaining relationship was shifted to the community college system and Chapter 28B.52 RCW.

The Applicable Legal Standards

The union security provisions of Chapters 28B.52 RCW and 41.59 RCW are similar to those found in Chapter 41.56 RCW. In Grant v.

Spellman, 99 Wn.2d 815 (1983) [Grant II], the Supreme Court of the State of Washington ruled that an employee can establish a right of nonassociation under RCW 41.56.122 by demonstrating either: (1) a bona fide religious objection based on the teachings of a church or religious body of which the employee is a member, or (2) an objection based upon bona fide personal religious beliefs. Implementing the GRANT II ruling, the Commission has adopted WAC 391-95-230, as follows:

> WAC 391-95-230 Hearings--Nature and Scope. Hearings shall be public and shall be limited to matters concerning the determination of the eligibility of the employee to make alternative payments and the designation of an organization to receive such alternative payments. **The employee has the burden to make a factual showing**, through testimony of witnesses and/or documentary evidence, of the legitimacy of his or her beliefs, as follows:
>
> (1) In cases where the claim of a right of nonassociation is based on the teachings of a church or religious body, the claimant employee must demonstrate:
>
> (a) His or her bona fide religious objection to union membership; and
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> (b) That the objection is based on a bona fide religious teaching of a church or religious body; and
>
> (c) That the claimant employee is a member of such church or religious body.
>
> (2) In cases where the claim of a right of nonassociation is based on personally held religious beliefs, the claimant employee must demonstrate:
>
> (a) His or her bona fide religious objection to union membership; and
>
> (b) That the religious nature of the objection is genuine and in good faith.

While the first of those alternative tests has more components, it is commonly the easier to establish. See, Edmonds School District, Decision 1239-A (EDUC, 1983).

Under both the case decisions and the rule, the claimant has the burden to establish, through the presentation of factual evidence, the legitimacy of the religious beliefs and how such beliefs qualify for an exception to mandatory dues payments to the union. See, Puyallup School District, Decision 2711 (EDUC, 1987); Snohomish County, Decision 2859-A (PECB, 1988); Brewster School District, Decision 3048 (EDUC, 1988). Any refusal or failure on the part of the claimant to produce such evidence weighs against the exemption. Mukilteo School District, Decision 1323-A, 1323-B (EDUC, 1984); Tacoma School District, Decision 2075 (EDUC, 1984).

As a governmental agency, the Commission cannot inquire into the reasonableness or plausibility of the religious beliefs claimed by a petitioner. The Commission does, however, apply an objective standard to determine, as a question of fact, whether the belief is religious in nature, as compared with beliefs that are philosophical, sociological or ethical in nature. Mukilteo School District, Decision 1323-B (PECB, 1984). Personal political beliefs are not sufficient. City of Seattle, Decision 2086 (PECB, 1985); North Thurston School District, Decision 2433 (PECB, 1986); Brewster School District, Decision 3047 (PECB, 1988); Snohomish County, Decision 2859-A (PECB, 1988). The religious, as opposed to secular, nature of opposition to a union is an evidentiary matter. Edmonds, supra.

Going beyond the nature of the objection, the genuineness and sincerity of a claimant's objection will be discerned from all of the facts and circumstances of the case. A claim based upon erroneous understandings of union actions or positions will not suffice. Brewster School District, Decision 3047-A (EDUC, 1989); Battle Ground School District, Decision 2997-A (EDUC, 1989); Spokane Community College, Decision 3567 (CCOL, 1990). Concurrent actions of the employee that are inconsistent with the claimed right of nonassociation are also facts to be considered in

evaluating whether the claim of a right of nonassociation is bona fide and in good faith.

The Commission dealt with erroneous beliefs in Battleground, supra, as follows:

> In addition to establishing the bona fide nature of his religious beliefs, the petitioner must show how those beliefs dictate his opposition to union membership. This analysis requires examination of the union's actual positions on various social issues of concern to the petitioner. An objection to a labor organization must be based on truthful and factual knowledge of the objectionable conduct or position taken by the labor organization. Brewster School District, Decision 3027 (EDUC, 1988).

Objections based on misinformation or erroneous assumptions do not qualify as a basis for assertion of the right of nonassociation provided by statute. North Thurston School District, Decision 2433 (EDUC, 1986); Puyallup School District, supra.

Application of the Standards - Nature of the Objection

Hill does not argue that her request for nonassociation is based directly upon her membership in the Harrison Park Baptist Church, or upon specific teachings of that religious body. The evidence indicates that the tenets or teachings of the Harrison Park Baptist Church would not prohibit Hill, or any of its other members, from holding membership in Washington Federation of Teachers Local 3913, or any other labor organization. Hill's request for nonassociation is based upon personally-held religious beliefs.

Application of the Standards - Basis for Objection

Hill's position, as stated in her October 31, 1990 letter to Olmstead, specifically admits that she is not opposed to a

representation fee if the money was spent locally and did not go to the AFT.

Objection to Union Policies on Creationism -
The record shows that Hill believed that the AFT and, therefore, Local 3913, has supported litigation which was against her religiously-held beliefs on the theory of creationism. The focus of this claim is the AFT's filing of an amicus brief the 1986 Louisiana case, opposing the requirement that educators give equal treatment to the theory of evolution and the theory of creationism whenever either subject is taught in the classroom.

The union does not deny that it submitted the amicus brief to which Hill objects. The fact of that submission was announced in the union publication in which Hill first learned of its existence, and was confirmed in Shanker's reply to Hill's letter inquiry. The union has consistently sought to justify the propriety of its actions, rather than to deny their having occurred.

The Examiner finds the situation presented in this case to be similar to that presented in City of Seattle, Decision 3344 (PECB, 1989), where an Examiner concluded that an employee was eligible to assert a right of nonassociation under the also-similar provisions of Chapter 41.56 RCW. In that case, the claimant employee showed that he was opposed, on religious grounds, to homosexuality and co-habitation outside of marriage. The employee took offense at the union's admitted actions of co-sponsoring a forum on domestic partnership rights, and at the union's admitted processing of a grievance to extend insurance coverage to persons in extra-marital cohabitation or to homosexual partners. The Commission reversed the Examiner's decision, concluding that the "crucial, qualifying link between Irvin's religious beliefs and his objection to union membership has not been made".[6] On appeal to the Superior Court

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[6] City of Seattle, Decision 3344-A (PECB, 1990).

for King County, the union urged its legitimate right (and even obligation) to provide representation to all of its members, while the employee asserted that he would not object if the union were even neutral on such matters. The Court reversed the Commission's decision and reinstated the Examiner's decision, saying:

> Even if this Court concludes, as it does, that Local 17 was fulfilling its legal obligations to represent its member's interests regardless of race, gender, national origin or sexual orientation, and that the union was therefore fulfilling a neutral role rather than an advocate's role, that does not render [the] objection any less genuine or less religious.
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> It is not the role of the State, or of its Courts, to define that which is offensive to members of a particular religious group. It is the members of the group who define what is offensive. In the United States, the Amish and other groups have been allowed an exemption to universal child education laws where they found a secular (read: neutral, non-sectarian) education to be offensive to their faith. The very neutrality prized by a secular society has been viewed by the Amish as promoting that which was offensive to them and contrary to their beliefs. Similarly, in this case, an act which is viewed by a secular society and secular courts as neutral -- the union processing grievances to secure rights for all similarly situated, including gays -- may indeed inherently conflict with the bona fide religious beliefs of an identifiable religious group or denomination.
>
> While deference is due to PERC in the interpretation of the WAC provisions within their authority, PERC is not given the power to limit a party's constitutional rights in the guise of statutory or regulatory interpretation. This Court sees no difference between permitting a religious objector to withdraw from a union because of a perceived biblical injunction that a believer should avoid associating with non-believers, and that a believer who is a servant should obey his master, and that a believer should avoid supporting homosexuality or extra-marital cohabitation. The duty imposed by the statute on the

> union is to safeguard the right of non-association based upon bona fide religious tenets. An objection does not have to be a global objection to be constitutionally cognizable. Neither the statutes nor the regulations so require, and the constitution does not permit such a limitation. The regulations likewise require only that the objection be a bona fide religious objection based upon the religious teachings of a church or religious body of which the claimant is a member. Both the statute and the regulations have been met here.

City of Seattle, Case 90-2-18487-1, November 29, 1991.[7]

The Court thus concluded that the employee's bona fide religious beliefs against homosexuality and cohabitation without benefit of marriage provided a sufficient nexus to allow nonassociation.

Like the employee in City of Seattle, supra, Hill became upset when the union took a position in opposition to her bona fide religious beliefs. It does not matter that the AFT was fulfilling its role as an education advocate in pursuing the legitimate interest of its members. The union's opposition to the teaching of "creationism" is offensive to Hill's bona fide religious beliefs. The Examiner need look no further.

FINDINGS OF FACT

1. Clover Park Technical College is operated pursuant to Chapter 28B.50 RCW, and is an employer within the meaning of RCW 28B.52.010. The employer is the successor to the Clover Park School District, which formerly operated the institution under the name "Clover Park Vocational-Technical Institute".

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[7] The decision is to be published in the Washington Public Employment Reporter.

2. Washington Federation of Teachers, Local 3913, is the exclusive bargaining representative of a bargaining unit consisting of all full-time and regular part-time academic employees of the employer. Local 3913 is affiliated with the American Federation of Teachers, AFL-CIO (AFT).

3. The employer and Local 3913 are parties to a collective bargaining agreement that is effective from September 1, 1990 to August 31, 1993. That contract contains a union security provision which requires employees to become a member of the association or to pay a "representation fee" to Local 3913. The contract also safeguards the right of religious-based non-association by reference to the state law applicable at the time the contract was were negotiated.

4. Patricia Hill, an employee of Clover Park Technical College and its predecessor for approximately 18 years, is an "academic employee" within the meaning of RCW 28B.52.020(2). Her employment is within the bargaining unit represented by Local 3913, and is subject to the union security obligations of the collective bargaining agreement described in paragraph 3 of these findings of fact.

5. Patricia Hill is a member of the Harrison Park Baptist Church of Tacoma, Washington. That church does not have tenets or teachings which specifically prohibit church members from belonging to a labor union.

6. Hill's assertion of a right of nonassociation is based upon her belief in the creation of the world as taught by her church. Hill's differences with the union date back to 1986, when the AFT filed an amicus curiae brief in a lawsuit concerning "creation science". The Louisiana statute under challenge in that lawsuit required educators to provide "balanced treatment" in teaching evolution and creationism.

Hill resigned from Local 3913 at that time and, although no union security obligation was then in effect, made voluntary made payments to a non-religious charity in lieu of the dues she would have paid to remain a member of the union.

7. In November of 1986, Hill wrote to President Albert Shanker of the American Federation of Teachers, AFL-CIO, requesting an explanation of the AFT's reasons for becoming involved in the Louisiana case. In her letter, Hill inquired how the decision to file the brief was made, what was the source of funding for legal research and preparing the organization's brief, and how AFT members who did not agree with AFT's position could be represented in the case.

8. On March 2, 1987, Shanker responded to Hill's letter. He explained that the AFT supported a strong public education system, that the published article indicated the AFT's belief in high academic standards, and that the organization supported the concept of the separation of church and state. Shanker further explained that AFT viewed the legislation at issue in the Louisiana case as eroding the separation of church and state.

9. Patricia Hill has also taken issue with the union's support of candidates for political office, believing such endorsements and/or contributions to be related to the position of the candidate on the issue of "abortion".

10. When union security obligations were added to the collective bargaining agreement covering her employment, Hill asserted a right of nonassociation and requested that she be permitted to continue the payments she had theretofore voluntarily made to a non-religious charity. The union denied that request.

11. On March 4, 1991, Patricia Hill filed a petition with the Public Employment Relations Commission, asserting a right of nonassociation pursuant to RCW 41.59.100 and RCW 28B.52.045.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter pursuant to Chapter 41.56 RCW and Chapter 391-95 WAC.

2. Patricia Hill has sustained her burden of proof to demonstrate a nexus between her religious beliefs and her assertion of a right of nonassociation, under RCW 28B.52.045, from Washington Federation of Teachers, Local 3913.

3. In light of the eligibility of Patricia Hill to assert a right of nonassociation on the basis described in paragraph 2 of these conclusions of law, no ruling is necessary in this proceeding on her claim of a right of nonassociation under RCW 28B.53.045 based on the "abortion" issue.

ORDER

1. Patricia Hill shall be permitted to make alternative payments, in lieu of paying union dues, as follows:

   a. The alternative payments shall be in an amount equal to the periodic dues and initiation fees required for membership in the union.

   b. The alternative payments shall be made to United Way of Washington, and Patricia Hill shall furnish proof to Local 3913 that such payments have been made, in accordance with the union security provisions of the collec-

tive bargaining agreement between Local 3913 and Clover Park Vocational Technical College.

2. If no petition for review of this order is filed within 30 days following the date of this order, the Clover Park Technical College shall promptly thereafter remit any and all funds withheld and retained from the pay of Patricia Hill, pursuant to WAC 391-95-130, to United Way of Washington.

3. If a petition for review of this order is filed, such filing shall automatically stay the effect of this order.

ENTERED at Olympia, Washington, this 18th day of May, 1992.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

William A. Lang

WILLIAM A. LANG, Examiner

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