

STATE OF WASHINGTON
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the matter of the petition of)	
IONE B. ORR)	
For determination of a dispute)	CASE NO. 2097-D-79-21
concerning union security arising)	
under a collective bargaining)	
agreement between)	
CENTRAL VALLEY EDUCATION ASSOCIATION)	DECISION NO. 925-A EDUC
AND)	DECISION OF COMMISSION
CENTRAL VALLEY SCHOOL DISTRICT)	
NO. 356)	

Smith & Donohue, by Michael E. Donohue, attorney at law, appeared on behalf of the petitioner.

Judith A. Lonquist, General Counsel, Washington Education Association, and Symone B. Scales, attorney at law, appeared on behalf of the Central Valley Education Association.

Petitioner seeks review of the PERC Executive Director's findings, conclusions and order denying her petition for a religious-tenet exception to coverage under a union security agreement.

The issue is whether objections of conscience to certain union activities entitle an individual to the right of non-association set forth in RCW 41.59.100, when the objection is claimed as religious in origin and the individual's decision of conscience is supported by the church to which that individual belongs; but the church has no teaching or tenet prohibiting association with labor organizations.

Petitioner does not identify exactly what union activity or policy conflicts with her religious beliefs, but she states that her objections "are based in her beliefs, and those of the Lutheran Church, that one should live up to one's word and that one should not speak ill of others."^{1/} Petitioner does not allege that Lutheran teaching disapproves of union association per se, and, as noted by the Executive Director, one document submitted by Petitioner states that the Lutheran Church has no policy on membership in labor unions.

^{1/} Petitioner's Memorandum of Authorities at 3.

We do not question the sincerity of Petitioner's belief concerning personal integrity or its basis in Lutheran teaching, or that her decision to seek disassociation from the union is wholly endorsed by Lutheran Church officials. Nevertheless, we agree with the Executive Director and arguments of the Central Valley Education Association that the facts, as alleged, do not entitle Petitioner to the statutory exemption.

RCW 41.59.100 authorizes the inclusion of union security clauses in a collective bargaining agreement, "including an agency shop but not a union or closed shop." It further provides that (emphasis added):

"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. Such employee shall pay an amount of money equivalent to regular dues and fees to a nonreligious charity...."

Language similar to the emphasized language was construed in King County, Decision 591-A (PECB, 1979); affirmed in Grant v. Spellman, 1 WPERR CD-138 (King Cty Superior Court, 1980). Both this Commission and the Court held that the exception could not be read disjunctively. The exception must be predicated upon the tenets or teachings of a church or religious body, and not on personal beliefs. Petitioner does not dispute that interpretation, but argues that her objection is based on her Church's tenets or teaching. She argues that to restrict RCW 41.59.100 to church tenets or teaching against union association is an improperly narrow, and possibly unconstitutional, construction of the statute.

Were the petitioner being required to become a member of the organization and to submit, under pain of internal disciplinary procedures of the organization, to its policies, the petitioner's arguments might be more persuasive. But the statute's express outlawing of a "union or closed shop" assures that there is not even an inference that the petitioner need join the union.^{2/} The petitioner is being required to pay a service fee under agency shop provisions of the collective bargaining agreement. Such a provision accomodates the individual's first amendment rights while at the same time accomodating the union's interest in compensation

^{2/} Close reading of Section 8(a) (3) of the National Labor Relations Act will disclose that membership is not even required under the "union shop" concept so long as the employee tenders the periodic dues and initiation fees required for membership in the labor organization.

for its duty to fairly represent all of the employees in the bargaining unit, members and non-members alike. Abood v. Detroit Board of Education, 431 U.S. 209 (1977). See, Railway Employees' Dept. v. Hanson, 351 U.S. 225 (1956); Int'l Ass'n of Machinists v. Street, 367 U.S. 740 (1961) and Railway and Steamship Clerks v. Allen, 373 U.S. 113 (1963). Therefore, neither an expanded interpretation of RCW 41.59.100 nor the exemption contained therein is required.

We believe that our statute was intended, like the Railway Labor Act and the National Labor Relations Act, to permit negotiated union security agreements. We do not believe that the legislature's inclusion of the "right of non-association" exception was intended to disrupt the balance achieved by the agency shop concept. That balance would surely be destroyed if the exemption were interpreted to permit church members to avoid service fee requirements whenever a particular union activity, policy or position were inconsistent with the individual's religious beliefs. Rather, we believe that the statute was intended to create a limited exception for persons belonging to religious organizations that disapprove of union association in any form and regardless of circumstances.

Petitioner's church does not disapprove of union association, nor for that matter does the petitioner, since she has evidently been simultaneously a member of the union and of the Lutheran Church for many years. The fact that she, and apparently her church, differ with a certain action or actions of the particular union involved does not entitle her to the exemption found in RCW 41.59.100.

The Findings of Fact, Conclusions of Law and Order of the Executive Director are affirmed.

DATED this 12th day of December, 1980.

PUBLIC EMPLOYMENT RELATIONS COMMISSION



 JANE R. WILKINSON, CHAIRMAN



 R.J. WILLIAMS, COMMISSIONER



 JOHN H. LEINEN, COMMISSIONER