



That contract contains a union security provision which calls for all bargaining unit employees to become and remain members in good standing of the union, with "good standing" defined to include timely tender of periodic dues and initiation fees. The contract provides for alternate payments to charity, upon assertion of a religious-based right of non-association under RCW 41.56.122(1).

Mr. Eaton's December 27, 1990 letter includes both a claim that the payment of the union's initiation fee would pose a financial hardship, and a question as to whether the demand for an initiation fee is lawful under "RCW 41.06.150". Mr. Eaton offered to pay monthly dues, but declined to pay the initiation fee.

An undated document titled "Case Notes Regarding Union" describes transactions occurring in February and March of 1991, in which Mr. Eaton reiterated his refusal to pay the initiation fee, the union threatened to obtain Mr. Eaton's discharge, and Pierce County acknowledged the union's right to demand his discharge.

The preliminary ruling letter issued on January 10, 1992 in this case noted that:

1. As an employee of Pierce County, Mr. Eaton is covered by the Public Employees Collective Bargaining Act, Chapter 41.56 RCW.

2. RCW 41.56.122(1) specifically authorizes union security provisions of the type found in the collective bargaining agreement between Local 599 and Pierce County. Under the counterpart provisions of federal law (*i.e.*, the National Labor Relations Act) an employee must at least tender the dues and fees required for union membership, in order to satisfy union security obligations. Thus, payment of an initiation fee may be required even if the employee does not desire to become a union member.

3. Mr. Eaton's objections to payment of the initiation fee appear to be "financial" and/or "personal". There is no assertion of a right of non-association based upon religious tenets or teachings of a church or religious body of which he is a member.

4. Even for a person asserting a religious-based right of non-association, RCW 41.56.122(1) requires that the alternative payments made to charity include both the initiation fees and periodic dues required for union membership.

It was further noted that discharge is the customary means for enforcement of union security obligations against an employee who fails or refuses to make the required payments, so that, in the absence of any legal impediment to the union's demand for an initiation fee from Mr. Eaton, the union's threat to seek his discharge and/or the employer's acknowledgement of the possibility of his discharge cannot be a basis for any "interference" or "discrimination" claim.

The complainant was given a 14-day period to file and serve an amended complaint. Nothing further has been heard or received from the complainant.

NOW, THEREFORE, it is

ORDERED

The complaint charging unfair labor practices filed in this matter is DISMISSED for failure to state a cause of action.

Issued at Olympia, Washington, the 29th day of January, 1992.

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 391-45-350.