STATE OF ILLINOIS
ILLINOIS LABOR RELATIONS BOARD
STATE PANEL

Brian K. Trygg,	)	
	)	
Charging Party,	)	
	)	
and	)	
	)	
State of Illinois, Department of Central Management Services,	)	Case Nos. S-CA-10-092 S-CB-10-024
	)	
and	)	
	)	
Respondent-Employer,	)	
	)	
and	)	
	)	
General Teamsters/Professional and Technical Employees, Local Union 916,	)	
	)	
Respondent-Labor Organization.	)	

DECISION AND ORDER OF THE ILLINOIS LABOR RELATIONS BOARD
STATE PANEL

On July 1, 2015, Administrative Law Judge Anna Hamburg-Gal (ALJ) issued a Recommended Decision and Order (RDO) sustaining the complaints in the above-captioned cases. In his complaints, Charging Party Brian K. Trygg (Charging Party or Trygg) alleged Respondent State of Illinois, Department of Central Management Services (CMS or Employer) and Respondent General Teamsters/Professional and Technical Employees, Local Union 916 (Teamsters or Union) violated Sections 10(a)(1) and 10(b)(1) of the Illinois Public Labor Relations Act, 5 ILCS 315/10(a) (2014) as amended (Act), by failing to safeguard employees' right to non-association in the parties' collective bargaining agreement (CBA) pursuant to

Section 6(g).[1] The Complaint also alleged that as a bona fide religious objector, Trygg was entitled to pay his fair share fees to a non-religious charity agreed upon by himself and the Union. Both Trygg and the Union filed timely exceptions to portions of the RDO pursuant to Section 1200.135(b) of the Board's Rules and Regulations, 80 Ill. Adm. Code § 1200.135(b). CMS did not file exceptions or respond to the other parties' exceptions. To better understand the legal questions and the parties' arguments, we held oral argument on November 17, 2015, in which all parties participated. After reviewing the exceptions, cross-exceptions, responses, and the record, we adopt the ALJ's ultimate legal conclusions with the following comments.

In essence, Trygg's cases involve two separate but related questions: whether CMS and the Union violated the Act by not having a non-association clause in their contract, and whether Trygg is a bona fide religious objector.[2] Turning to the non-association clause issue, as the ALJ correctly noted, we have never addressed whether an employer and union violate Sections 10(a)(1) and 10(b)(1) by failing to include an explanation of employees' non-association rights under Section 6(g) in their CBA. However, we find the ALJ's findings in Am. Fed'n of State, Cnty. & Mun. Empl., Council 31 (Navratil), 2 PERI ¶ 2044 (IL SLRB ALJ 1986), a non-

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[1] Section 6(g) provides:

> Agreements containing a fair share agreement must safeguard the right of nonassociation of employees based upon bona fide religious tenets or teachings of a church or religious body of which such employees are members. Such employees may be required to pay an amount equal to their fair share, determined under a lawful fair share agreement, to a nonreligious charitable organization mutually agreed upon by the employees affected and the exclusive bargaining representative to which such employees would otherwise pay such service fee. If the affected employees and the bargaining representative are unable to reach an agreement on the matter, the Board may establish an approved list of charitable organizations to which such payments may be made.

[2] The instant case has a somewhat lengthy procedural history. Initially, the acting Executive Director dismissed Trygg's charges, and the Board upheld the dismissal. However, on appeal, the Appellate Court reversed the Board's decisions and remanded the cases directing the Board to issue complaints regarding the 10(b)(1) and 10(a)(6) allegations, finding that the agreement between CMS and the Union failed to safeguard Trygg's rights pursuant to Section 6(g), but deferring to the Board the determination as to whether that failure constituted an unfair labor practice. Trygg v. Ill. Labor Relations Bd., State Panel, 2014 IL App (4th) 130505.

precedential decision, helpful in our analysis.[3] In Navratil, the ALJ stated that Section 6(g) requires an employer and union to give employees (1) adequate notice and explanation of the fair share assessment and religious exemption; (2) a reasonably prompt and impartial hearing on the religious objections; and (3) escrow of the disputed fair share fees. Id. We agree. Based on this standard, we also agree with ALJ Hamburg-Gal's conclusion in the instant case that CMS and the Union violated Sections 10(a)(1) and (b)(1), respectively, by failing to notify employees of their right to non-association in the fair share provision of their contract.

With regard to Trygg's religious beliefs, we find that Trygg is a bona fide religious objector. Section 6(g) does not explicitly provide the correct standard to apply when determining whether an individual qualifies for the Act's religious exemption. As stated in Navratil,

> [o]n the one hand, it can be construed to require that the objection be held by tenets of a church or teachings of a church. On the other hand, it can be construed to establish two alternative requirements: that the objection be based (1) upon an individual's bona fide religious tenets or (2) upon the tenets of the individual's church.

Id. We agree with the analysis in Navratil that to avoid running afoul of the First Amendment, 6(g) must be read to allow an individual to qualify for the "fair share exemption based upon the objector's personal noninstitutional religious beliefs." Id. We also agree with and adopt the two Navratil tests for finding a religious exemption. If employees claim their religious objections are supported by church teachings, the employees must demonstrate (1) the claim is based upon a bona fide and sincerely held religious objection to union association; (2) the objection is based on a bona fide religious teaching of a church or religious body; and (3) the employees are members of that church or religious body. However, if the employees claim their religious objections are based on their personal beliefs and not church teachings, the employees must

[3] Both the acting Executive Director and the Appellate Court used the ALJ's analysis in Navratil in their decisions.

prove by *clear and convincing evidence*: (1) the objection to union association is based upon bona fide religious beliefs; and (2) the religious nature of the objection is genuine and sincerely held. See Am. Fed'n of State, Cnty. & Mun. Empl., Council 31 (Navratil), 2 PERI ¶ 2044; see also Am. Fed'n of State, Cnty. & Mun. Empl., Council 31 (House-Rhodes), 5 PERI ¶ 3011(IL LLRB 1989) (implicitly adopting the standards articulated in Navratil).

Here, the Union contends that Trygg is not a bona fide religious objector because his beliefs are not supported by Trygg's religious institution. However, as we have already stated, the Act does not require an individual's objections to be based on a recognized religious tenant. Thus, the fact that Trygg's beliefs are not shared by the members of his religion is of no consequence. We agree with ALJ Hamburg-Gal that the record establishes (1) Trygg's beliefs are religious in nature; and (2) his beliefs are sincerely held. Therefore, we affirm the ALJ's finding that Trygg is a bona fide religious objector.

Finally, in his cross-exceptions, Trygg contends that he should be allowed to direct his fair share contributions to a religious organization. Given that the Act expressly states that fair share designations can only be made to non-religious charitable organizations, we reject Trygg's exceptions and affirm the RDO.

Therefore, IT IS HEREBY ORDERED that the Union, General Teamsters/Professional and Technical Employees, Local 916, its officers and agents shall:[4]

1. Cease and desist from:
    a. Restraining and coercing public employees in the exercise of the rights guaranteed by the Act.
2. Take the following affirmative action necessary to effectuate the policies of the Act:

[4] ALJ Hamburg-Gal's Order included a bargaining requirement regarding the Section 6(g) contract language. However, the parties since have submitted a successor bargaining agreement that addresses this Section 6(g) obligation, and we have removed the bargaining requirement from our Order as superfluous.

a. If not done so already, come to an agreement with the Charging Party concerning the non-religious charity to which the Union will remit the Charging Party's fair share fees that it currently holds in escrow.

b. Once the Union has complied with paragraph (a), it must remit the fair share fees already collected from the Charging Party to the non-religious charity agreed upon by the Union and the Charging Party.

c. Post, at all places where notices to union members are normally posted, copies of the notice attached hereto and marked "Addendum." Copies of this Notice shall be posted, after being duly signed, in conspicuous places, and be maintained for a period of 60 consecutive days. The Union will take reasonable efforts to ensure that the notices are not altered, defaced or covered by any other material.

d. Notify the Board in writing, within 20 days from the date of this Decision, of the steps the Union has taken to comply herewith.

Additionally, IT IS HEREBY ORDERED that the Employer, State of Illinois, Department of Central Management Services, its officers and agents shall:

1. Cease and desist from:

   a. Restraining and coercing public employees in the exercise of the rights guaranteed by the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

   a. Post, at all places where notices to union members are normally posted, copies of the notice attached hereto and marked "Addendum." Copies of this Notice shall be posted, after being duly signed, in conspicuous places, and be

maintained for a period of 60 consecutive days. The Union will take reasonable efforts to ensure that the notices are not altered, defaced or covered by any other material.

b. Notify the Board in writing, within 20 days from the date of this Decision, of the steps the Union has taken to comply herewith.

BY THE ILLINOIS LABOR RELATIONS BOARD, STATE PANEL

/s/ John J. Hartnett
John J. Hartnett, Chairman

/s/ Michael G. Coli
Michael G. Coli, Member

/s/ John R. Samolis
John R. Samolis, Member

/s/ Keith A. Snyder
Keith A. Snyder, Member

/s/ Albert Washington
Albert Washington, Member

Decision made at the State Panel's public meeting in Chicago, Illinois on November 17, 2015, written decision issued in Chicago, Illinois on March 15, 2016.

STATE OF ILLINOIS
ILLINOIS LABOR RELATIONS BOARD
STATE PANEL

Brian K. Trygg, Charging Party and State of Illinois, Department of Central Management Services, Respondent-Employer and General Teamsters/Professional and Technical Employees, Local Union 916, Respondent-Labor Organization	)))))))))))))))))	Case Nos. S-CA-10-092 S-CB-10-024

ADMINISTRATIVE LAW JUDGE'S RECOMMENDED DECISION AND ORDER

On December 30, 2009, Brian K. Trygg (Trygg or Charging Party) filed charges with the Illinois Labor Relations Board's State Panel (Board) alleging that the State of Illinois, Department of Central Management Services (Employer) [1] and the General Teamsters/Professional and Technical Employees, Local Union 916 (Union), [2] respectively violated Sections 10(a)(1) and 10(b)(1) of the Illinois Public Labor Relations Act (Act) 5 ILCS 315 (2012) by failing to safeguard his right of nonassociation under Section 6(g) of the Act. In his charge against the Employer, Case No. S-CA-10-092, the Charging Party asserted that the Employer (1) failed to provide him with notice of the right of nonassociation, (2) failed to respond to his invocation of the right of nonassociation, and (3) failed to withhold his fair-share dues from the Union. Similarly, in his charge against the Union, Case No. S-CB-10-024, the Charging Party asserted that the Union (1) failed to provide him with notice of the right of

[1] The Charging Party works in the Illinois Department of Transportation (IDOT), but the Department of Central Management Services performs all negotiations on IDOT's behalf and is therefore deemed the Employer for purposes of this decision.
[2] The Employer and the Union are referred to as "Respondents" herein when referenced together.

nonassociation, (2) failed to respond to his invocation of the right of nonassociation, and (3) took receipt of his fair-share dues from the Employer. The charges were investigated in accordance with Section 11 of the Act.

On December 7, 2012, the Board's Acting Executive Director dismissed the charges. He found that nothing in the Act or the Administrative Code required the Employer to provide employees with notice of their rights under Section 6(g) of the Act. Similarly he determined that the Act imposed no requirement on the Union to provide employees notice of their rights under that section. Even if there were a notice requirement, the Executive Director reasoned that the Respondents' failure to give notice did not raise issues of fact for hearing because the Charging Party was fully aware of his rights and was able to assert them in a timely fashion. The Acting Executive Director also held that the Union's failure to honor the Charging Party's request for an exemption under Section 6(g) likewise failed to raise issues for hearing because the Charging Party's beliefs were no more than a personal predisposition.

The Charging Party filed a timely appeal. On May 20, 2013, the Board affirmed the dismissals. The Charging Party appealed the Board's decision to the Illinois Appellate Court, Fourth District.

On May 6, 2014, the Court reversed the Board's decision to affirm the dismissals and remanded the cases for the issuance of complaints and a hearing pursuant to Section 11 of the Act. Trygg v. Ill. Labor Relations Bd., State Panel, 2014 IL App (4th) 130505 ¶ 66 & 67. As a threshold matter, the Court found that the collective bargaining agreement between the Union and the Employer violated Section 6(g) of the Act because it did not adequately safeguard employees' rights of nonassociation. Id. at ¶ 67. However, the Court stated that questions of law and fact remained as to whether the agreement's failure to safeguard the rights of nonassociation constituted an unfair labor practice under Section 10 of the Act and whether the Charging Party qualified for the right of nonassociation under Section 6(g) of the Act. Id. at ¶ 66

At the direction of the Court, the Executive Director issued complaints for hearing in the two cases on August 20, 2014. A hearing was held on February 19, 2015, to address the remaining issues identified by the Court. After full consideration of the parties' stipulations, evidence, arguments, and briefs, and upon the entire record of the case, I recommend the following:

I. Stipulated Facts

The parties stipulate and I find that:

1. At all times material, the Employer has been a public employer within the meaning of Section 3(o) of the Act.
2. At all times, material, the Union has been a labor organization within the meaning of Section 3(i) of the Act.
3. At all times material, the Union has been the exclusive bargaining representative of a unit composed of certain of the Respondent's employees referred to as Professional Technical Unit (Unit).
4. At all times material, the Union and the Employer have been parties to a collective bargaining agreement (Agreement) governing terms and condition of employment for the Unit.
5. At all times material, the Agreement referenced in paragraph 4 contained a fair share provision that allowed for the payroll deduction of fair share fees from persons in the bargaining unit.
6. The Union denies any obligation implied in the allegation but admits that there was no language in the Collective Bargaining Agreement explaining any process for a fair share fee objector to challenge the amount of the fair share fee.
7. At all times material, the Charging Party has been a public employee within the meaning of Section 3(n) of the Act.
8. At all times material, the Charging Party has been employed by the Employer in the title of Civil Engineer V.
9. On November 25, 2009, in Case No. S-UC-(S)-10-070, the Board certified the inclusion of the title Civil Engineer V into an existing bargaining unit of employees represented by the Union.
10. On or about December 8, 2009, the Charging Party sent a letter to the Employer with a copy sent to the Union that he was invoking his right of non-association under Section 6(g) of the Act based upon his religious beliefs.

II. Issues and Contentions

The first issue is whether the Respondents' failure to safeguard employees' rights of nonassociation in their collective bargaining agreement is an unfair labor practice that violates Section 10 of the Act. The second issue is whether the Charging Party qualifies for the right of nonassociation under Section 6(g) of the Act such that he is entitled to have his fair share deductions paid to a non-religious charitable organization.

The Charging Party asserts that he is a bona fide religious objector who is qualified for the right of nonassociation under Section 6(g) of the Act. He points to his personal history and biblical passages to show that he holds sincere, religious beliefs that dictate how he must act towards authorities and towards those who oppose God. He claims that association with the Union conflicts with those religious beliefs because it places him at odds with his employer and requires him to serve two masters.

The Union argues that the Charging Party failed to identify any teaching of his church or any biblical provision that could reasonably be interpreted as opposing union membership or the payment of dues to support union activity. Instead, the Union claims that the Charging Party produced evidence to the contrary. The Union further asserts that the Charging Party's payment of fair share fees to the Union does not place him in opposition to the actions of his employer because the Union and the Employer ultimately reach agreement in bargaining.

The Employer argues it did not commit an unfair labor practice when it failed to include in its collective bargaining agreement an explanation of employees' right of nonassociation because it did not thereby interfere with, restrain, or coerce employees in the exercise of their protected rights.

III. Material Facts

The Charging Party's brother "led [the Charging Party] to Christ" when the Charging Party was 16 years old.[3] At that time, the Charging Party attended both a Presbyterian and a Baptist church. Sometime after the Charging Party graduated from university, he attended a different Baptist church where he met his future wife. The Charging Party and his wife attended

[3] The Charging Party recounted the personal trials of his brother at length.

the Baptist church for approximately 20 years until 1995. In 1995, the Charging Party and his wife moved to the Grandview United Methodist Church, currently led by Pastor Kevin Nourie. They remain members of the Grandview United Methodist Church ("the Church") to this day. In March 2004, the Charging Party joined the Gideons, an organization dedicated to Christian evangelism comprised of protestant and evangelical Christians. As a Gideon, he handed out Bibles and testaments to college students and others who were "hungry for the Lord." The Charging Party stated that all the religious institutions of which he has been a member recognize the Bible as the infallible word of God.

Pastor Nourie has known the Charging Party for four years, believes that the Charging Party is sincere in following the Church's beliefs and tenets, and believes that the Charging Party considered the teachings of the Church in seeking nonassociation from the Union. Nourie stated that the Charging Party's request for nonassociation from the Union is consistent with the teachings of the Church and the Bible, but he acknowledged that there is no scriptural text that expressly prohibits or condemns association with the union. Nourie supported the Charging Party in his decision to seek nonassociation from the Union, but stated that he would similarly support the contrary decision to join the Union.

At hearing, the Union referenced the Book of Discipline (Book) that outlines standards or guidelines of the United Methodist Church. The Book does not state that Union activities are wrong or disfavored. Rather, it "support[s] the right of all public and private employees/employers to organize for collective bargaining into unions and other groups of their own choosing."

The Charging Party testified that associating with the Union would conflict with the Biblical directive to submit to authority, here, the authority of the Governor and the Department of Central Management Services. The Charging Party also claims that it would require him to serve two masters (God and money) in contravention of Biblical directives because the Union negotiates for higher wages. Further, the Charging Party stated that the Bible directs him not to associate with an organization such as the Union that is more interested in money than honoring God and authority, does not allow the Governor to do his job, and pursues "ill-gotten gains" through collective bargaining.

In support, the Charging Party cites to Matthew 22:21[4] and Ecclesiastes 8:2-5,[5] for the proposition that he must obey authority. He cites to Matthew 6:24,[6] for the proposition that he cannot serve two masters, God and money. He cites to 1 Timothy 6:10[7] and 2 Timothy 3:1-9[8] for the propositions that love of money is the root of all evil, that those eager for money have wandered from the faith and are not lovers of God, and that he must have nothing to do with such people. Likewise, the Charging Party cites to Proverbs 1:10-19[9] for the proposition that he should not associate with those who pursue "ill-gotten gain."

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[4] "'Caesar's,' they replied. Then he said to them, 'So give back to Caesar what is Caesar's, and to God what is God's.'"

[5] "Obey the king's command, I say, because you took an oath before God. Do not be in a hurry to leave the king's presence. Do not stand up for a bad cause, for he will do whatever he pleases. Since a king's word is supreme, who can say to him, 'What are you doing?' Whoever obeys his command will come to no harm, and the wise heart will know the proper time and procedure."

[6] "No one can serve two masters. Either you will hate the one and love the other, or you will be devoted to the one and despise the other. You cannot serve both God and money."

[7] "The love of money is a root of all kinds of evil. Some people, eager for money, have wandered from the faith and pierced themselves with many griefs."

[8] "But mark this: There will be terrible times in the last days. People will be lovers of themselves, lovers of money, boastful, proud, abusive, disobedient to their parents, ungrateful, unholy, without love, unforgiving, slanderous, without self-control, brutal, not lovers of the good, treacherous, rash, conceited, lovers of pleasure rather than lovers of God—having a form of godliness but denying its power. Have nothing to do with such people. They are the kind who worm their way into homes and gain control over gullible women, who are loaded down with sins and are swayed by all kinds of evil desires, always learning but never able to come to a knowledge of the truth. Just as Jannes and Jambres opposed Moses, so also these teachers oppose the truth. They are men of depraved minds, who, as far as the faith is concerned, are rejected. But they will not get very far because, as in the case of those men, their folly will be clear to everyone."

[9] "My son, if sinful men entice you, do not give in to them. If they say, "Come along with us; let's lie in wait for innocent blood, let's ambush some harmless soul; let's swallow them alive, like the grave, and whole, like those who go down to the pit; we will get all sorts of valuable things and fill our houses with plunder; cast lots with us; we will all share the loot—my son, do not go along with them, do not set foot on their paths; for their feet rush into evil, they are swift to shed blood. How useless to spread a net where every bird can see it! These men lie in wait for their own blood; they ambush only themselves! Such are the paths of all who go after ill-gotten gain; it takes away the life of those who get it."

IV. Discussion and Analysis

1. Legal Effect of the Collective Bargaining Agreement's Failure to Safeguard Employees' Rights Under Section 6(g) of the Act

The Union and the Employer committed an unfair labor practice when they failed to include procedures in their collective bargaining agreement to safeguard employees' rights of nonassociation because that omission restrained and coerced public employees in the exercise of their rights under the Act.

It is an unfair labor practice under Section 10(a)(1) of the Act for an employer or its agents to "interfere with, restrain or coerce public employees in the exercise of the rights guaranteed in [the] Act." 5 ILCS 315/10(a)(1). Similarly, it is an unfair labor practice under Section 10(b)(1) of the Act for a labor organization to "restrain or coerce public employees in the exercise of the rights guaranteed in the Act." 5 ILCS 315/10(b)(1). The applicable test in determining whether a violation has occurred is whether the respondent's conduct, when viewed objectively from the standpoint of an employee, has a reasonable tendency to interfere with, restrain or coerce employees in the exercise of the rights guaranteed by the Act. Vill. of Calumet Park, 22 PERI ¶ 23 (IL LRB-SP 2006); Cnty. of Woodford, 14 PERI ¶ 2017 (IL SLRB 1998).

The Board has never determined whether an employer and a union violate Section 10(a)(1) and (b)(1) of the Act when they fail to include in their contract an explanation of employees' rights of nonassociation under Section 6(g) of the Act and the procedures necessary to safeguard those rights. The language of Section 6(g) of the Act and the Appellate Court's earlier decision in this case provide guidance.

Section 6(g) of the Act sets forth employees' right to nonassociation from the Union. It provides that, "[a]greements containing a fair share agreement must safeguard the right of nonassociation of employees based upon bona fide religious tenets or teachings of a church or religious body of which such employees are members." 5 ILCS 315/6(g). The Appellate Court interpreted this language in consideration of the procedural safeguards initially articulated by an ALJ in Navratil. Trygg, 2014 IL App (4th) 130505 ¶ 62 citing Am. Fed'n of State, Cnty. & Mun. Empl., Council 31 (Navratil), 2 PERI ¶ 2044 (IL SLRB 1986) (emphasis added). In Navratil, the ALJ held that under Section 6(g) of the Act an employer and a union must give employees (1) adequate notice and explanation of the fair share assessment *and* religious exemption; (2) a reasonably prompt and impartial hearing on the religious objection; and (3) escrow of the

disputed fair share fees. Am. Fed'n of State, Cnty. & Mun. Empl., Council 31 (Navratil), 2 PERI ¶ 2044. Relying on the ALJ's interpretation, the Court held that parties to a collective bargaining agreement must memorialize these articulated procedures in their collective bargaining agreements, rather than relying on procedures that are "unwritten and improvised." Trygg, 2014 IL App (4th) 130505 ¶ 61, 67 (finding that Respondents "utterly failed" to safeguard employees' Section 6(g) rights because their collective bargaining agreement did not even mention the right of nonassociation and omitted the procedures designed to protect it). This requirement ensures that employees are informed of their right to decline association with the union should their bona fide religious beliefs conflict with the union's core functions. AFSCME, Council 31 (House-Rhodes), 5 PERI ¶ 3011 (IL LLRB 1989) (articulating standard for nonassociation).

Applying these principles here, the failure of a union and an employer to supplement a fair share clause with an explanation of the right to nonassociation and its procedural safeguards has a reasonable tendency to coerce or restrain employees in the exercise of their rights under the Act. The fair share language standing alone, without such an explanation, presents employees with the false impression that they must either pay the union full dues or pay the union less—these are not the only two options. 5 ILCS 315/6(g). In fact, employees with a bona fide religious objection to association with the Union are entitled to pay their fair share fee to an agreed-upon non-religious charity. Id. When a union and an employer fail to apprise employees of this third option in their collective bargaining agreements, they deprive potential, bona fide religious objectors of an informed choice. It turn, they reasonably coerce such employees into funding concerted activity and associating with the Union where the employees may have otherwise exercised their right under Section 6(g) to decline association with the Union altogether. 5 ILCS 315/6(a) & (g).

In light of the foregoing discussion and contrary to the Employer's contention, the parties' conduct in this case reasonably falls under the Board's jurisdiction to remedy unfair labor practices. Indeed, the legislature would not have afforded the right of nonassociation without providing employees with a remedy for its violation. Swann v. Charlotte-Mecklenberg, 402 U.S. 1 (1971); see also Am. Fed'n of State, Cnty. & Mun. Empl., Council 31 (Navratil), 2 PERI ¶ 2044.

Thus, the Union and the Employer violated Section 10 of the Act when they failed to include language in their collective bargaining agreement safeguarding employees' rights of nonassociation under Section 6(g) of the Act.

2. Religious Objector Status

The Charging Party is a bona fide religious objector because he is sincere in his personal religious beliefs and they preclude him from supporting activities that are at the core of the collective bargaining process.

The right of nonassociation is "limited to employees whose religious beliefs preclude them from supporting activities [that] are at the core of the collective bargaining process." AFSCME, Council 31 (House-Rhodes), 5 PERI ¶ 3011. An employee may base his objection on personal beliefs that are religious in nature and sincerely held. Id. He need not claim that the religious doctrine of his church precludes all adherents from associating with the union. Id.

Here, the Charging Party's beliefs are religious in nature because they are rooted in a literal interpretation of the Bible. The Charging Party cites to a number of Biblical passages and argues that they support his position that association with the Union is contrary to Biblical teachings. Wisconsin v. Yoder, 406 U.S. 205, 216 (1972)(distinguishing between a non-religious "rejection of contemporary secular values" and a way of life that is in response to a "literal interpretation" of a biblical passage); Cf. Dunn v. White, 880 F.2d 1188 (10th Cir. 1989), cert. den., 493 U.S. 1059 (merely reciting the word religion and asserting generic religious objections to AIDS testing was insufficient to invoke the First Amendment).

Further, the Charging Party's demeanor at hearing demonstrated that the Charging Party is sincere in his personal, religious beliefs. The Charging Party's pastor likewise affirmed that the Charging Party is sincere in following the Church's tenets and that the Charging Party considered its teachings in seeking nonassociation from the Union.

Next, the Charging Party demonstrated that his religious beliefs preclude him from supporting the Union's core function of collectively bargaining over wages and conditions of employment. The Charging Party explains that association with the Union would place him in an adversarial relationship with the Employer that is inconsistent with his religious duty to submit to authority because the Union negotiates in opposition to the Employer. Similarly, he explained that supporting the Union's goal of obtaining higher wages through

negotiation would conflict with the Biblical admonishment that an individual cannot serve two masters, God and money. Thus, the Charging Party's religious objection to association with the Union is based on the Union's core function of collective bargaining and serves as a proper basis for finding the Charging Party has a bona fide religious objection to association with the Union under Section 6(g) of the Act. Cf. AFSCME, Council 31 (House-Rhodes), 5 PERI ¶ 3011 (employee's objection to union's support of abortion rights did not qualify her for religious objector status); East St. Louis Federation of Teachers (Dalen et al.), 8 PERI ¶ 1078 (IELRB 1992) (same); but see Univ. Professionals of Ill., Local 4100, 15 PERI ¶ 1033 (IELRB ALJ 1999)(employee had a bona fide religious objection to association with the union where he stated that he would be required to serve two masters and that his primary loyalty must remain with the employer).

Contrary to the Union's contention, the Charging Party's claim to the religious objector exemption is not barred by the fact that not all Methodists share the Charging Party's beliefs or by the fact that some religious texts support the claim that the Church condones association with the Union. An employee's religious beliefs may be bone fide even if they are not shared by all members of a religious sect. Thomas v. Review Bd. of Indiana Employment Sec. Division, 450 U.S. 707, 715-16 (1981); see also AFSCME, Council 31 (House-Rhodes), 5 PERI ¶ 3011. Furthermore, it is not the function of these administrative proceedings to determine whether the Charging Party's interpretation of religious texts is more correct than the Union's. East St. Louis Federation of Teachers (Dalen et al.), 8 PERI ¶ 1078 (judging the charging party's sincerity and the religious basis for his belief, not whether the charging party's religious position was correct); Am. Fed. of State, Cnty. and Mun. Empl. Council 31, 5 PERI ¶ 3011 (permitting religious exemption based on personal religious beliefs); see also Am. Fed'n of State, Cnty. & Mun. Empl., Council 31 (Navratil), 2 PERI ¶ 2044.

Finally, there is no merit to the Union's claim that the Charging Party has no valid religious objection where the Union and the Employer ultimately reach agreement in bargaining. The positions and interests of the Union and the Employer during bargaining are often opposed and it is this opposition that supports the Charging Party's religious objection to paying the Union fair share fees.

Thus, the Charging Party presented a bona fide religious objection to association with the Union.

V. Conclusions of Law

1. The Union and the Employer violated Sections 10(b)(1) and 10(a)(1) of the Act, respectively, when they failed safeguard employees' rights of nonassociation in their collective bargaining agreement.
2. The Charging Party is a bona fide religious objector, such that he is entitled to pay his fair share fees to a non-religious charity agreed upon by him and the Union.

VI. Recommended Order

IT IS HEREBY ORDERED that the Union, General Teamsters/Professional and Technical Employees, Local Union 916, its officers and agents shall:

1. Cease and desist from:
   a. Restraining and coercing public employees in the exercise of the rights guaranteed by the Act.
2. Take the following affirmative action necessary to effectuate the policies of the Act:
   a. If it has not done so already, negotiate with the State of Illinois, Department of Central Management Services, to insert language into the collective bargaining agreement that informs employees of their right of nonassociation under Section 6(g) of the Act, their right to a reasonably prompt and impartial hearing on the religious objection, and their right to an escrow of the disputed fair share fees.[10]
   b. If not done so already, come to an agreement with the Charging Party concerning the non-religious charity to which the General Teamsters/Professional and Technical Employees, Local Union 916, will remit the Charging Party's fair share fees that it currently holds in escrow.
   c. Once the General Teamsters/Professional and Technical Employees, Local Union 916, has complied with paragraphs (a) and (c), the General Teamsters/Professional and Technical Employees, Local Union 916, must remit the fair share fees already collected from the Charging Party to the non-

[10] Whether the particular contract language proposed by the Union and the Employer satisfies these requirements is an issue for compliance.

religious charity agreed upon by the General Teamsters/Professional and Technical Employees, Local Union 916, and the Charging Party.

d. Post, at all places where notices to union members are normally posted, copies of the notice attached hereto and marked "Addendum." Copies of this Notice shall be posted, after being duly signed, in conspicuous places, and be maintained for a period of 60 consecutive days. The General Teamsters/Professional and Technical Employees, Local Union 916, will take reasonable efforts to ensure that the notices are not altered, defaced or covered by any other material.

e. Notify the Board in writing, within 20 days from the date of this Decision, of the steps the General Teamsters/Professional and Technical Employees, Local Union 916, has taken to comply herewith.

IT IS HEREBY ORDERED that the Employer, State of Illinois, Department of Central Management Services, its officers and agents shall:

1. Cease and desist from:
   a. Restraining and coercing public employees in the exercise of the rights guaranteed by the Act.
2. Take the following affirmative action necessary to effectuate the policies of the Act:
   a. If it has not done so already, negotiate with the General Teamsters/Professional and Technical Employees, Local Union 916, to insert language into the collective bargaining agreement that informs employees of their right of nonassociation under Section 6(g), their right to a reasonably prompt and impartial hearing on the religious objection, and their right to an escrow of the disputed fair share fees.
   b. Post, at all places where notices to employees are normally posted, copies of the notice attached hereto and marked "Addendum." Copies of this Notice shall be posted, after being duly signed, in conspicuous places, and be maintained for a period of 60 consecutive days. The State of Illinois, Department of Central Management Services, will take reasonable efforts to

ensure that the notices are not altered, defaced or covered by any other material.

c. Notify the Board in writing, within 20 days from the date of this Decision, of the steps the State of Illinois, Department of Central Management Services, has taken to comply herewith.

VII. Exceptions

Pursuant to Section 1200.135 of the Board's Rules, parties may file exceptions to the Administrative Law Judge's Recommended Decision and Order and briefs in support of those exceptions no later than 30 days after service of this Recommendation. Parties may file responses to exceptions and briefs in support of the responses no later than 15 days after service of the exceptions. In such responses, parties that have not previously filed exceptions may include cross-exceptions to any portion of the Administrative Law Judge's Recommendation. Within 7 days from the filing of cross-exceptions, parties may file cross-responses to the cross-exceptions. Exceptions, responses, cross-exceptions and cross responses must be filed with General Counsel Kathryn Zeledon Nelson of the Illinois Labor Relations Board, 160 North LaSalle Street, Suite S-400, Chicago, Illinois 60601-3103, and served on all other parties. Exceptions, responses, cross-exceptions and cross-responses will not be accepted at the Board's Springfield office. The exceptions and/or cross-exceptions sent to the Board must contain a statement of listing the other parties to the case and verifying that the exceptions and/or cross-exceptions have been provided to them. The exceptions and/or cross-exceptions will not be considered without this statement. If no exceptions have been filed within the 30-day period, the parties will be deemed to have waived their exceptions.

Issued at Chicago, Illinois this 1st day of July, 2015

STATE OF ILLINOIS
ILLINOIS LABOR RELATIONS BOARD
STATE PANEL

/S/ Anna Hamburg-Gal

Anna Hamburg-Gal
Administrative Law Judge

NOTICE TO EMPLOYEES

FROM THE

ILLINOIS LABOR RELATIONS BOARD

Case No. S-CA-10-092

The Illinois Labor Relations Board, State Panel, has found that the State of Illinois, Department of Central Management Services, has violated the Illinois Public Labor Relations Act and has ordered us to post this Notice. We hereby notify you that the Illinois Public Labor Relations Act (Act) gives you, as an employee, these rights:

- To engage in self-organization
- To form, join or assist unions
- To bargain collectively through a representative of your own choosing
- To act together with other employees to bargain collectively or for other mutual aid and protection
- To refrain from these activities

Accordingly, we assure you that:

WE WILL cease and desist from restraining and coercing public employees in the exercise of the rights guaranteed by the Act.

WE WILL negotiate with the General Teamsters/Professional and Technical Employees, Local Union 916, to insert language into the collective bargaining agreement that informs employees of their right of nonassociation under Section 6(g) of the Act, their right to a reasonably prompt and impartial hearing on the religious objection, and their right to an escrow of the disputed fair share fees.

DATE _____ _____

State of Illinois, Department of
Central Management Services
(Employer)

ILLINOIS LABOR RELATIONS BOARD

One Natural Resources Way, First Floor
Springfield, Illinois 62702
(217) 785-3155

160 North LaSalle Street, Suite S-400
Chicago, Illinois 60601-3103
(312) 793-6400

THIS IS AN OFFICIAL GOVERNMENT NOTICE AND MUST NOT BE DEFACED.

NOTICE TO EMPLOYEES

FROM THE

ILLINOIS LABOR RELATIONS BOARD

Case No. S-CB-10-024

The Illinois Labor Relations Board, State Panel, has found that the General Teamsters/Professional and Technical Employees, Local Union 916, has violated the Illinois Public Labor Relations Act and has ordered us to post this Notice. We hereby notify you that the Illinois Public Labor Relations Act (Act) gives you, as an employee, these rights:

- To engage in self-organization
- To form, join or assist unions
- To bargain collectively through a representative of your own choosing
- To act together with other employees to bargain collectively or for other mutual aid and protection
- To refrain from these activities

Accordingly, we assure you that:

WE WILL cease and desist from restraining and coercing public employees in the exercise of the rights guaranteed by the Act.

WE WILL negotiate with the State of Illinois, Department of Central Management Services, to insert language into the collective bargaining agreement that informs employees of their right of nonassociation under Section 6(g) of the Act, their right to a reasonably prompt and impartial hearing on the religious objection, and their right to an escrow of the disputed fair share fees.

WE WILL come to an agreement with Brian K. Trygg concerning the non-religious charity to which the General Teamsters/Professional and Technical Employees, Local Union 916, will remit Brian K. Trygg's fair share fees that it currently holds in escrow.

WE WILL remit the fair share fees already collected from Brian K. Trygg to the non-religious charity agreed upon by the General Teamsters/Professional and Technical Employees, Local Union 916, and Brian K. Trygg.

DATE _____

_____
General Teamsters/Professional and Technical
Employees, Local Union 916
(Union)

ILLINOIS LABOR RELATIONS BOARD

One Natural Resources Way, First Floor
Springfield, Illinois 62702
(217) 785-3155

160 North LaSalle Street, Suite S-400
Chicago, Illinois 60601-3103
(312) 793-6400

THIS IS AN OFFICIAL GOVERNMENT NOTICE AND MUST NOT BE DEFACED.