

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

GLEN GREENWOOD,

Plaintiff-Intervenor,

v.

STATE OF OHIO, OHIO ENVIRONMENTAL
PROTECTION AGENCY, OHIO DEPARTMENT OF
ADMINISTRATIVE SERVICES,

Defendants,

and

OHIO EMPLOYMENT RELATIONS BOARD, OHIO
CIVIL SERVICE EMPLOYEES' ASSOCIATION,
AFSCME Local 11, AFL-CIO,

Rule 19 Defendants.

Civil No. 2:05-cv-00799-
GLF-NMK

Judge Frost

Magistrate Judge King

PLAINTIFF-INTERVENOR GREENWOOD'S COMPLAINT

Glen Greenwood, through counsel, files his Intervenor's complaint against the above-named Defendants and alleges:

I. *Nature of the Case.*

1. This is an action under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, *et seq.*, to correct unlawful employment practices. Glen Greenwood has sincerely held religious

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beliefs which prohibit him from joining or paying the required fees to the Rule 19 Defendant Ohio Civil Service Employees Association, AFSCME Local 11, AFL-CIO (“OCSEA” or “Union”) and its affiliates. Mr. Greenwood requested an accommodation of his sincere religious beliefs from the defendants. He offered to pay his union fees to a mutually agreed-upon charity. All defendants refused to accommodate him.

II. *Jurisdiction:*

2. This Court has jurisdiction and venue over this action pursuant to 28 U.S.C. §§ 1331, 1337, 1343, 1345 and 42 U.S.C. §§ 1983, 2000e-5(f)(1)&(3). Plaintiff-Intervenor also seeks a declaration of his rights pursuant to 28 U.S.C. §§ 2201 and 2202.

3. On or about December 9, 2002, the Mr. Greenwood filed charges with the United States Equal Employment Opportunity Commission (EEOC) against the OCSEA. The EEOC, on April 30, 2003, issued a Determination finding a violation of law by both the OCSEA and the Ohio State Employment Relations Board.

4. Mr. Greenwood filed additional charges with the EEOC against the State of Ohio Environmental Protection Agency (“EPA”) and the State of Ohio Department of Administrative Services (“DAS”) (collectively, “Employer”) on or about May 10, 2004. The EEOC, on June 30, 2004, issued a Determination finding a violation of law by both the EPA and the DAS.

5. On, August 26, 2005, the United States of America ("United States"), the original plaintiff, filed suit against the State of Ohio, EPA and DAS to correct unlawful employment practices under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, *et seq.* (Title VII). The complaint filed by the United States against the Defendants is premised upon charges filed

by Mr. Greenwood against the Employer for refusing to accommodate his sincerely held religious beliefs which prohibit him from joining or paying fees to the union.

III. *Original Plaintiffs:*

6. Plaintiff United States is charged with, among other responsibilities, the enforcement of Title VII against state defendants.

IV. *Plaintiff-Intervenor:*

7. Glen Greenwood is a "person" within the meaning of 42 U.S.C. § 2000e(f). Mr. Greenwood intervenes in this litigation pursuant to 42 U.S.C. § 2000e-5(f)(1).

V. *Defendants:*

8. Rule 19 Defendant OSCEA is a "labor organization" within the meaning of 42 U.S.C. § 2000e(d) and (e). It is the exclusive bargaining representative of Mr. Greenwood.

9. Defendants EPA, DAS and Rule 19 Defendant SERB are all agencies of the Defendant State of Ohio. All are "employers" within the meaning of 42 U.S.C. § 2000e (b).

VI. *Facts:*

10. Mr. Greenwood is an employee of the State of Ohio working in the EPA. He is part of a bargaining unit represented by the OCSEA. Mr. Greenwood is obliged to join the OCSEA or pay a fee to it if he continues his employment with the EPA.

11. Mr. Greenwood is a member of the First Presbyterian Church in Lancaster, Ohio (PCUSA). He is an Elder of the Church and has been a member for more than 25 years. As a Christian, he believes that God is the Authority for his life and the Bible is the framework for his beliefs. Everything he does and believes comes from his religious faith which forms his world view.

12. Mr. Greenwood believes that the Bible teaches that an abortion constitutes the taking of a human life and that homosexual practice is contrary to the law of God.

13. Mr. Greenwood believes that the Defendant Union and its affiliates are a unified organization, all of which receive some portion of his compulsory union fees. Mr. Greenwood understands that this unified organization takes a position in support of the pro-choice position on abortion and in favor of homosexual rights. For Mr. Greenwood to join or financially support the Defendant Union and its affiliates would be contrary to his sincerely held religious beliefs as formed by his understanding of the teachings of the Bible.

14. On June 17, 2002, Mr. Greenwood sent a letter to the Union informing it of the conflict between his religious beliefs and the requirement that he join or financially support the OCSEA and its affiliates.

15. The General Counsel of the OCSEA responded on June 26, 2002, informed him that there was a procedure for obtaining a religious accommodation, and that procedure required him to go to the Ohio State Employee Relations Board (“SERB”) to obtain a religious accommodation.

16. Mr. Greenwood followed the instructions of the Union and filed a religious accommodation request with SERB.

17. SERB denied Mr. Greenwood’s request for religious accommodation on September 19, 2002. The basis for that denial was that Mr. Greenwood’s religious beliefs about supporting the Union were based on his personal understanding of the Bible, and he could not verify that he was a member of a church with “historically held conscientious objections to joining or financially supporting an employee organization.”

18. On or about December 9, 2002, the Mr. Greenwood filed charges with the EEOC against the Union. The EEOC, on April 30, 2003, issued a Determination finding a violation of law by both the Union and SERB and invited each to enter into conciliation.

19. After a little more than a year had passed, with no agreement on his accommodation request, Mr. Greenwood retained a lawyer. On January 29, 2004, the lawyer sent a letter to the EPA, informing it of the EEOC Determination against the Union and SERB and requesting that the EPA enter into an interim accommodation by holding the deducted union fees in escrow until the issue was resolved with the Union.

20. The EPA responded on February 6, 2004, suggesting that the matter should be taken up with DAS. Mr. Greenwood's lawyer sent a letter to the General Counsel of DAS on February 12, 2004, informing it of the EEOC Determination against the Union and SERB and requesting an interim accommodation in which Mr. Greenwood's deducted union fees would be held in escrow until the issue was resolved with the Union.

21. On March 10, 2004, the General Counsel for DAS responded and refused to hold Mr. Greenwood's union fees in escrow because SERB had refused to grant him a religious accommodation. The Employer's position was that Mr. Greenwood would not be accommodated, even on an interim basis, unless SERB granted a religious exemption or the Union entered into a written agreement allowing the accommodation or a court order required an accommodation.

22. Mr. Greenwood filed EEOC charges against EPA and DAS on May 10, 2004.

23. The EEOC, on June 30, 2004, issued a Determination finding a violation of law by both the EPA and DAS.

24. Mr. Greenwood fulfilled all conditions precedent to intervening into this lawsuit.

VII. *Claims For Relief:*

25. By the forgoing, the Defendants violated Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq.) by failing to reasonably accommodate the religious beliefs of Mr. Greenwood.

26. By the forgoing, and pursuant to the authority of state law, the Defendants violated the Establishment Clause of the First Amendment by depriving Mr. Greenwood of a reasonable accommodation of his religious beliefs because he was not a member of a church with doctrines approved by the State of Ohio.

VIII. *Prayer For Relief:*

WHEREFORE, Plaintiff Glen Greenwood, prays that this Court:

A. Grant a permanent injunction enjoining Defendants State of Ohio and its agencies, EPA, DAS, their officers, successors, assigns, affiliates and all persons in active concert or participation with them, from engaging in any employment practice which discriminates on the basis of religion against Mr. Greenwood.

B. Grant a permanent injunction enjoining Defendants to inform all employees of the State of Ohio that those with conscientious objections to the payment of union fees are entitled to pay those fees to a charity.

C. Declare that Glen Greenwood has the right to an accommodation of his sincere religious beliefs that requires the entire Union fee collected from Mr. Greenwood (including the fees for the OCSEA's affiliates) be redirected to a mutually agreed upon charity.

/s/

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Attorneys for Plaintiff Glen Greenwood

CERTIFICATE OF SERVICE

A true copy of the foregoing Plaintiff-Intervenor Glen Greenwood's Complaint was served upon the following this 21st day of September, 2005:

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s/ Donald C. Brey