No. 20-1786

IN THE
# Supreme Court of the United States

JOANNE TROESCH AND IFEOMA NKEMDI,
*Petitioners*,
v.
CHICAGO TEACHERS UNION, LOCAL UNION NO. 1,
AMERICAN FEDERATION OF TEACHERS, ET AL.,
*Respondents*.

On Writ of Certiorari to the United States Court of Appeals for the Seventh Circuit

## BRIEF IN OPPOSITION FOR RESPONDENT CHICAGO TEACHERS UNION, LOCAL UNION NO. 1, AMERICAN FEDERATION OF TEACHERS


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## QUESTION PRESENTED

1. Whether public employees who voluntarily joined a union, signed written agreements to pay membership dues through payroll deduction for a specified time period, and received membership rights and benefits in return, suffered a violation of their First Amendment rights when their employer made the deductions that they affirmatively and unambiguously had authorized.

## CORPORATE DISCLOSURE STATEMENT

Respondent Chicago Teachers Union, Local Union No. 1, American Federation of Teachers, is not a corporation and has no parent corporations. No corporation or other entity owns any stock in Chicago Teachers Union, Local Union No. 1, American Federation of Teachers.

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## INTRODUCTION

The lower courts unanimously and correctly have held that the deduction of union dues pursuant to a public employee's voluntary union membership and dues-deduction authorization agreement does not violate the employee's First Amendment rights. These decisions—which include the Ninth Circuit's decision in *Belgau v. Inslee*, a case in which this Court denied certiorari at the end of last Term, *see* 2021 WL 2519114 (U.S. June 21, 2021)—are a straightforward application of this Court's precedent establishing that "the First Amendment does not confer . . . a constitutional right to disregard promises that would otherwise be enforced under state law." *Cohen v. Cowles Media Co.*, 501 U.S. 663, 672 (1991). Nothing in this Court's decision in *Janus v. AFSCME Council 31*, 138 S. Ct. 2448 (2018), which addressed the constitutionality of agency-fee requirements for nonmembers of unions who did not consent to such payments, alters the enforceability of contracts in which union members agreed to pay union dues for a set period of time. The petition should be denied in light of the unanimous consensus among the lower courts on this issue.

## STATEMENT

### A. Background

The Illinois Education Labor Relations Act ("IELRA") requires educational employers, such as Respondent Board of Education of the City of Chicago ("Board"), to bargain over and enter into collective bargaining agreements ("CBAs") with unions that have been chosen by a majority of the employees in a

bargaining unit to serve as the employees' exclusive representative. *See* 115 ILCS 5/10; Pet. App. 5. Respondent Chicago Teachers Union, Local Union No. 1, American Federation of Teachers ("CTU"), is the exclusive representative of approximately 24,000 employees of the Board. Pet. App. 6; D. Ct. ECF No. 2, ¶ 11; D. Ct. ECF No. 2-1 at p. 2. Petitioners are employees of the Board. Pet. App. 6.

The Board and CTU have entered into a series of collective bargaining agreements ("CBAs") governing Board employees' working conditions. *Id.* The CBAs have contained "dues checkoff" provisions that require the Board to deduct union dues from the pay of each employee who authorizes such deductions, and to remit the dues to CTU. *Id.* Those provisions also state that "[a]ny . . . bargaining unit employee may terminate the dues check off . . . during the month of August by submitting written notice to the [Board] and the [Union]." *Id.* (quoting D. Ct. ECF No. 2, ¶ 12).

In September 2017, Plaintiffs each signed agreements titled "Chicago Teachers Union Membership Applications" ("Agreements"). Pet. App. 7; D. Ct. ECF No. 2, ¶ 14; D. Ct. ECF No. 2-1 at pp. 2-3. These Agreements require CTU members to pay annual union dues through monthly payments over a specified period—much like annual contracts for services such as gym membership or cell phones. The Agreements contained two distinct sections, each of which the Plaintiffs signed separately. The first, labeled "Membership," stated:

> I hereby apply for membership in the Chicago Teachers Union ("Union"), which is authorized

> to act as my exclusive bargaining representative over wages, hours, and other terms and conditions of employment with my Employer. My membership in the Union, which is affiliated with the Illinois Federation of Teachers, AFT, AFL-CIO, shall be continuous unless I notify the Union President in writing of my resignation.

D. Ct. ECF No. 2-1 at pp. 2-3. The second, separately signed section, captioned "Dues Authorization," provided:

> During my employment, I voluntarily authorize and direct my Employer to deduct from my pay each pay period, regardless of whether I am or remain a member of the Union, an amount equal to the dues and assessments certified by the Union, and to remit such amount monthly to the Union. This authorization and direction shall become revocable by sending written notice to the Union by United States Postal Service postmarked between August 1 and August 31. I understand that signing this card is not a condition of my employment.

*Id.*

As Union members, Plaintiffs received rights and benefits that are not available to nonmembers, including the ability to submit contract proposals, vote on contract demands, vote to approve or reject a CBA, vote to authorize a strike, participate in CTU officer elections and other internal CTU decision making, influence political endorsements by CTU, as well as eligibility for a number of discount programs available to union members. Pet. App. 6-7 (citing D.

Ct. ECF 2-1 at p. 11); *Member Discounts*, Chicago Teachers Union, https://www.ctulocal1.org/union/member-information/member-discounts/ (last visited Sept. 13, 2021).

On October 18 and 22, 2019, Plaintiffs sent identical letters to CTU in which they resigned their memberships in CTU and purported to revoke their authorizations for payroll dues deductions. Pet. App. 7-8 (citing D. Ct. ECF No. 2, ¶ 21, D. Ct. ECF No. 2-1 at 5-8).

On November 15, 2019, CTU responded with identical letters in which it acknowledged Plaintiffs' resignations from CTU membership, while explaining that "[i]n accordance with the agreement you signed on your membership and dues authorization card, the dues revocation window is August 1st through August 31st." D. Ct. ECF No. 2-1 at 10-12. The Union added, however, that "[W]e will hold on to your request and in August, we will tell the Chicago Public Schools that we are no longer collecting any dues from you and will tell them to stop all deductions for such dues effective September 1st. You do not have to do anything to stop the deduction of dues unless you feel that CPS has failed to stop deductions after September 1st." *Id.* Consistent with these statements, the Board continued to deduct dues from Petitioners' paychecks until September 2020. Pet. App. 8 (citing D. Ct. ECF No. 2, ¶ 25).

**B. Proceedings below**

Petitioners filed suit under 42 U.S.C. § 1983, contending that CTU's enforcement of the revocability restrictions contained in their dues authorization Agreements, and the continued

deduction of dues from their wages pursuant to the terms of those Agreements, violated their First Amendment rights. Pet. App. 8-9 (citing D. Ct. ECF No. 2, ¶¶ 46-50).

The District Court, ruling on motions filed by Respondents under Fed. R. Civ. P. 12(b)(6), dismissed Petitioners' claims as a matter of law. Pet. App. 5. Rejecting Petitioners' arguments regarding *Janus v. AFSCME Council 31*, 138 S. Ct. 2448 (2018), the District Court held that "*Janus* does not give Plaintiffs the right to terminate their commitments to pay union dues unless and until those commitments expire under the plain terms of their membership agreements." Pet. App. 14 (citing *Cohen v. Cowles Media Co.*, 501 U.S. 663, 670 (1991)). The District Court further held that "[a]s *Janus* makes clear, [Petitioners] 'waiv[ed] their First Amendment rights' simply [b]y agreeing to pay.'" Pet. App. 16 (citing *Janus*, 138 S. Ct. at 2486).

Following the termination of the case in the District Court, the Seventh Circuit issued its opinion in *Bennett v. AFSCME Council 31*, 991 F.3d 724 (2021), *petition for cert. filed*, No. 20-1603 (U.S. May 14, 2021), regarding the same issue presented in this case. Agreeing with the Ninth Circuit in *Belgau v. Inslee*, 975 F.3d 940 (9th Cir. 2020), *cert. denied*, 2021 WL 2519114 (U.S. June 21, 2021), and the Third Circuit in *Fischer v. Gov. of New Jersey*, 842 F. App'x 741 (3d Cir. 2021) (non-precedential opinion), *petition for cert. filed*, No. 20-1751 (U.S. June 11, 2021), the Seventh Circuit in *Bennett* held, citing *Cohen*, that the union defendant's enforcement of the terms of the dues authorizations contained in the union membership agreements signed by the *Bennett* plaintiffs did not violate the First Amendment and

that *Janus* did not require a different result. Pet. App. 29-31.

With the consent of the Petitioners, *see* Cir. Ct. ECF No. 13 at pp. 1-4, the Seventh Circuit summarily affirmed the District Court's judgment in a non-precedential order in light of its opinion in *Bennett*. Pet. App. 2-3.[1]

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[1] To the extent the Petition purports to mount a constitutional challenge to the newly adopted language of IELRA Section 11.1, *see* Petition 4-5, the sufficient answer is that this statute played no role in the actions at issue here. Petitioners submitted their resignations and requests to cease dues deductions to CTU in October 2019, and CTU responded to Petitioners, informing them that it would enforce the terms of the dues authorizations in their Agreements, in November 2019. IELRA Section 11.1, however, did not become law until December 20, 2019. Although the statute, by its terms, was intended to have retroactive effect, 115 ILCS 5/11.1(a), as a matter of fact, CTU relied solely on the terms of its private Agreements with Petitioners, and not on the not-yet-effective Section 11.1, in enforcing Petitioners' dues obligations. That being so, Petitioners lacked standing to challenge the constitutionality of Section 11.1, as the injury they alleged could not be traced to it. *See, e.g.*, *Lujan v. Defs. of Wildlife*, 504 U.S. 555, 560-61 (1992). And, in any event, Petitioners failed to argue the constitutionality of Section 11.1 on appeal, and thus have waived any consideration of that issue in this Court. Finally, even if the issue were before this Court, Section 11.1 provides no more than that an educational employer shall make payroll deductions "in accordance with the terms of an employee's written authorization"; it does not create an independent statutory obligation for employees to pay post-resignation dues to a union. 115 ILCS 5/11.1.

## REASONS FOR DENYING THE WRIT

In *Cohen v. Cowles Media Co.*, 501 U.S. 663, 672 (1991), this Court held that "the First Amendment does not confer . . . a constitutional right to disregard promises that would otherwise be enforced under state law." The Seventh Circuit applied that established principle, first in *Bennett* and then in this case,[2] to hold that the enforcement of a public employee's own voluntary, affirmative written agreement to pay union membership dues, for which the employee received membership rights and benefits in return, did not violate the employee's First Amendment rights.

Petitioners provide no good reason for this Court to review the order below. They concede that there is no circuit split. To the contrary, three other circuits and more than two dozen district courts have rejected indistinguishable claims. This Court recently denied review in one of these cases. *Belgau v. Inslee*, 975 F.3d 940 (9th Cir. 2020), *cert. denied*, 2021 WL 2519114 (U.S. June 21, 2021).

Like the Seventh Circuit below, every court to address a claim like Petitioners' has recognized that *Janus v. AFSCME Council 31*, 138 S. Ct. 2448 (2018), did not invalidate voluntary dues authorization agreements by employees like Petitioners who affirmatively chose to become union members, but held only that public employees who elect *not* to join a union have a First Amendment right not to be

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[2] The Petition for Certiorari in *Bennett* is currently pending before this Court, with responsive briefs due on September 27, 2021.

compelled, as a condition of employment, to pay fees to the union. Where, by contrast, a public employee agrees to become a union member and pay union dues in exchange for union membership rights and benefits, *Cohen* makes clear that the First Amendment does not permit the employee to renege on that agreement. That is so even where the employee contends that she would not have entered into the agreement if the legal landscape had been different at the time. It is well established that changes in the law—even constitutional law—do not provide a basis to void contractual obligations.

In short, there is nothing in this Petition, or the related Petitions raising the same issue, that requires this Court's review.

## I. The lower courts unanimously have rejected Petitioners' arguments.

As Petitioners acknowledge, the Seventh Circuit's decision in this case is consistent with the decisions of all appellate courts—and indeed with all lower courts—to have considered the question presented in this case. In each such case, the court has held that the deduction of an employee's union dues did not violate the public employee's First Amendment rights, when, as here, the employee consented to those payments as part of a contract through which the employee received the benefits of union membership.

This consensus among the lower courts includes decisions from four different circuits, all of which have joined the "swelling chorus of courts recognizing that *Janus* does not extend a First Amendment right to avoid paying union dues." *Belgau v. Inslee*, 975

F.3d 940, 951 (9th Cir. 2020), *cert. denied*, 2021 WL 2519114 (U.S. June 21, 2021). *See also Fischer v. Gov. of New Jersey*, 842 F. App'x 741, 753 & n. 18 (3d Cir. 2021) (non-precedential opinion) ("Plaintiffs chose to enter into membership agreements with NJEA, rather than abstain from membership and, instead, pay nonmember agency fees. They did so in exchange for valuable consideration. By signing the agreements, Plaintiffs assumed the risk that subsequent changes in the law could alter the cost-benefit balance of their bargain . . . . *Janus* does not abrogate or supersede Plaintiffs' contractual obligations."), *petition for cert. filed*, No. 20-1751 (June 11, 2021); *Bennett v. AFSCME Council 31*, 991 F.3d 724, 732 (7th Cir. 2021) ("*Janus* said nothing about union members who, like Bennett, freely chose to join a union and voluntarily authorized the deduction of union dues, and who thus consented to subsidizing a union."), *petition for cert. filed*, No. 20-1603 (U.S. May 14, 2021); *Hendrickson v. AFSCME Council 18*, 992 F.3d 950, 961 (10th Cir. 2021) ("Mr. Hendrickson thrice signed agreements to become a union member and to have dues deducted from his paycheck. Each agreement was a valid, enforceable contract. A change in the law does not retroactively render the agreements void or voidable. *Janus* thus provides no basis for Mr. Hendrickson to recover the dues he previously paid."), *petition for cert. filed*, No. 20-1606 (U.S. May 14, 2021); *Oliver v. SEIU Local 668*, 830 F. App'x 76, 80 (3d Cir. 2020) ("By choosing to become a Union member, [the plaintiff] affirmatively consented to paying union dues," and thus "was not entitled to a refund."). This consensus also includes more than twenty district court decisions. *See, e.g.*, *Belgau*, 975 F.3d at 951 n.5 (citing

many of these cases); *Hoekman v. Educ. Minn.*, 519 F. Supp. 3d 497, 506-10 (D. Minn. 2021), *appeal docketed*, No. 21-1366 (8th Cir. Feb. 18, 2021); *Littler v. Ohio Pub. Sch. Emps. Ass'n*, Case No. 2:18-cv-1745, 2020 WL 4038999, at *5-6 (S.D. Ohio July 17, 2020), *appeal docketed*, No. 20-3795 (6th Cir. July 27, 2020).[3]

Given this unbroken consensus among the lower courts on the question presented here, this Court should not grant certiorari.

## II. The Seventh Circuit's summary affirmance is faithfully grounded in this Court's precedents.

Notwithstanding that the lower courts have uniformly rejected the arguments that Petitioners have pressed in this case, Petitioners ask this Court to grant their Petition because the lower courts are allegedly "defying *Janus*" by concluding "it is sufficient if . . . employees contractually consent to restrictions on their First Amendment rights." Petition at 12. According to Petitioners, consent expressed through a written contract is somehow

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[3] One amicus brief suggests these court decisions are in conflict with the interpretation of *Janus* by the attorneys general of three states. *See* Amicus Br. For the State of Alaska, *et al.*, pp. 11-17. The interpretations by the attorneys general are, of course, not conclusive, as the Alaska state courts have recognized. *See Alaska v. Alaska State Emps. Ass'n/Am. Fed'n of State, Cnty. & Mun. Emps. Local 53*, Case No. 3AN-19-09971CI (Super. Ct. AK., Third Jud. Dist. October 3, 2019) (enjoining implementation of Alaska attorney general's August 27, 2019 opinion letter on basis that it misinterprets *Janus* and is contrary to state law).

inferior to consent expressed through a unilateral waiver. Petitioners provide no support for that proposition, nor could they. For a contractual obligation to be binding, the law requires *both* manifestation of assent *and* consideration, *see* Restatement (Second) of Contracts, § 17 (Am. Law Inst. 1981), whereas a waiver requires only the former.

In any event, there is no conflict between the Seventh Circuit's decision in *Bennett* (upon which the Seventh Circuit relied in summarily affirming the judgment in this case) and *Janus*. In *Janus*, this Court held that agency-fee requirements for public employees—by which an employee who declined to become a union member was nonetheless required, as a condition of employment, to pay a service fee to the union that represented her bargaining unit—are not consistent with the First Amendment. 138 S. Ct. at 2486. This case does not involve such an involuntary agency-fee requirement. Petitioners are public employees who voluntarily became union members, expressly and affirmatively agreed to pay membership dues, and received membership rights and benefits in return. *Supra* at 2-3. The Agreements Petitioners signed were clear and explicit. In signing them, the Petitioners each affirmed that they understood that entering into the Agreements was "not a condition of my employment." *Id.* The Agreements further stated that Petitioners' dues authorizations "shall become revocable by sending written notice to the Union by United States Postal Service postmarked between August 1 and August 31." *Id.* Petitioners did not experience any violation of their First Amendment rights when their employer made the dues deductions they had expressly

authorized under these terms because "the First Amendment does not confer . . . a constitutional right to disregard promises that would otherwise be enforced under state law." *Cohen*, 501 U.S. at 672.

Petitioners erroneously contend that *Janus* imposed a new "waiver" standard, requiring an enhanced form of consent that exceeds the commitments provided through a binding written contract, whenever a public employee elects to join a union and pay membership dues through payroll deduction. Petition 10-12. As the lower courts uniformly have recognized, *see supra* at 8-10, *Janus* did not change the law governing the formation and enforcement of voluntary contracts between unions and their members. The relationship between unions and their members was not at issue in *Janus*. *See, e.g.*, 138 S. Ct. at 2485 n.27 ("States can keep their labor-relations systems exactly as they are—only they cannot force *nonmembers* to subsidize public-sector unions" (emphasis added)).

Petitioners' argument cannot be reconciled with *Cohen*. The Court in *Cohen* did not apply a multi-factor constitutional "waiver" analysis to a promise made by newspaper reporters not to reveal the identity of a confidential source because the government's enforcement of the promise did not give rise to any First Amendment right that needed to be waived. 501 U.S. at 669. Rather, the Court held that the First Amendment is not implicated by a promise that is enforceable under generally applicable principles of state law. *Id.* The same is true here. Petitioners have never disputed that they entered into agreements that are enforceable under generally applicable principles of Illinois contract law, by which they agreed to pay the union dues that are the subject of

this litigation. Just as the enforcement of the newspaper's promise of confidentiality did not violate any First Amendment rights in *Cohen*, the enforcement of Petitioners' contractual agreement to pay union dues does not violate their First Amendment rights either. Private parties often enter into contracts that restrict their constitutional rights—such as arbitration agreements and nondisclosure agreements—and courts routinely honor those commitments without requiring any enhanced waiver.

The passage from *Janus* on which Petitioners rely concerns employees who, like Mr. Janus, never joined the union ("nonmembers") and never affirmatively authorized membership dues deductions:

> Under Illinois law, if a public-sector collective-bargaining agreement includes an agency-fee provision and the union certifies to the employer the amount of the fee, that amount is automatically deducted from the *nonmember's* wages. § 315/6(e). No form of employee consent is required.
>
> This procedure violates the First Amendment and cannot continue. Neither an agency fee nor any other payment to the union may be deducted from a *nonmember's* wages, nor may any other attempt be made to collect such a payment, unless the employee affirmatively consents to pay. *Johnson v. Zerbst,* 304 U.S. 458, 464 (1938); *see also Knox [v. SEIU Local 1000],* 567 U.S. 298, at 312–313 [(2012)]. By agreeing to pay, *nonmembers* are waiving their First Amendment rights, and such a waiver cannot be presumed. Rather, to be effective, the waiver must be freely given and shown by

> "clear and compelling" evidence. *Curtis Publishing Co. v. Butts,* 388 U.S. 130, 145 (1967) (plurality opinion); *see also College Savings Bank v. Florida Prepaid Postsecondary Ed. Expense Bd.,* 527 U.S. 666, 680–682 (1999). Unless employees clearly and affirmatively consent before any money is taken from them, this standard cannot be met.

138 S. Ct. at 2486 (emphases added).

Petitioners contend that although the Court was addressing a claim by an employee who had *declined* union membership and never agreed to pay any money to the union, in this paragraph the Court also concluded that a written contract supported by consideration was insufficient to constitute affirmative consent by a union *member* to pay membership dues. Petition 10-12. In other words, as Petitioners would have it, this Court concluded its *Janus* opinion—which held that nonmembers like Mr. Janus cannot be required by law to pay agency fees as a condition of their public employment—by issuing an advisory ruling addressing the circumstances in which dues-deduction provisions in membership contracts can be enforced.

Contrary to Petitioners' interpretation, this Court did not conclude *Janus* by addressing a situation entirely different from the one before it. Rather, the passage on which Petitioners rely expressly pertains to individuals who did not consent to join a union (like Mr. Janus) and expressly *distinguishes* those who did consent (like Petitioners). The Court cited "waiver" cases not to tacitly overrule its holding in *Cohen* that "self-imposed" restrictions on speech or associational rights do not violate the First Amendment, 501 U.S.

at 671, but to make clear that the States cannot presume from nonmembers' *inaction* that they wish to support a union (*e.g.*, by implementing an opt-out system to collect fees from nonmembers who do not object). *Cf. Knox v. SEIU Local 1000*, 567 U.S. 298, 312, 315, 322 (2012) (union could not use opt-out system to collect nonchargeable special political assessment from nonmember agency-fee payers who failed to object; instead, union could collect such fees only from nonmembers who opted into paying them). Indeed, in one of the "waiver" cases cited in this very passage, the Court indicated that its assessment that there had been no waiver of Eleventh Amendment immunity would be different if the State had made a "contractual commitment" in which it "expressly consented to being sued in federal court." *Coll. Sav. Bank v. Fla. Prepaid Postsecondary Ed. Expense Bd.*, 527 U.S. 666, 676 (1999).[4]

As the lower courts unanimously have recognized, "*Janus* does not abrogate or supersede Plaintiffs' contractual obligations." *Fischer*, 842 F. App'x at 753. Rather, *Janus* "made clear that a union may collect dues when an 'employee affirmatively consents to pay.'" *Bennett*, 991 F.3d at 732 (quoting *Janus*, 138 S.

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[4] Like *Knox* and *College Savings Bank*, the other "waiver" cases that this Court cited in *Janus* concerned whether waiver could be found solely from the plaintiff's inaction. *See Johnson v. Zerbst*, 304 U.S. 458, 468–69 (1938) (addressing whether pro se defendant had properly waived his Sixth Amendment right to counsel by failing to ask that counsel be appointed); *Curtis Publ'g Co. v. Butts*, 388 U.S. 130, 142–44 (1967) (libel defendant could not be deemed to have waived, through its silence, libel defense later recognized in *N.Y. Times Co. v. Sullivan*, 376 U.S. 254 (1964)).

Ct. at 2486). Here, Petitioners signed Agreements that were explicit that membership in CTU was voluntary (*i.e.*, "not a condition of [] employment") and set out in clear language the terms regarding the revocation of their financial commitment to the union. *Supra* at 2-3. Through those Agreements, Petitioners "clearly and affirmatively consent[ed]" to pay the union dues at issue in this lawsuit. *Janus*, 138 S. Ct. at 2486

That Petitioners signed these Agreements prior to *Janus*, which changed the consequences of a public employee's decision not to join a union, does not alter the enforceability of these contracts. Petition 18-19. It is well established that contractual commitments are not voided by later changes in the law affecting potential alternatives to entering the contract, "even when the change is based on constitutional principles." *Coltec Indus., Inc. v. Hobgood*, 280 F.3d 262, 277 (3d Cir.), *cert. denied*, 537 U.S. 947 (2002). Even in cases involving plea agreements—contracts that waive constitutional rights, *Puckett v. United States*, 556 U.S. 129, 137 (2009)—this Court has held that the fact that a defendant may have accepted a plea agreement to avoid an alternative later deemed unconstitutional does not provide a basis for voiding that agreement. *See Brady v. United States*, 397 U.S. 742, 757 (1970) ("a voluntary plea of guilty intelligently made in the light of the then applicable law does not become vulnerable because later judicial decisions indicate that the plea rested on a faulty premise"); *see also Fischer*, 842 F. App'x at 752 ("Changes in decisional law, even constitutional law, do not relieve parties from their pre-existing contractual obligations."); *Hendrickson*, 992 F.3d at 964 ("*Brady* shows that even when a 'later judicial decision[]'

changes the 'calculus' motivating an agreement, the agreement does not become void or voidable.") (alteration in original). Here, the Court's decision in *Janus* does not permit Petitioners to renege on their prior contractual agreements to pay union dues.

## CONCLUSION

The petition for certiorari should be denied.

Respectfully Submitted,

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