

The Burger Court Opinion Writing Database

Teachers v. Hudson

475 U.S. 292 (1986)

Paul J. Wahlbeck, George Washington University
James F. Spriggs, II, Washington University in St. Louis
Forrest Maltzman, George Washington University



Supreme Court of the United States
Washington, D. C. 20543

CHAMBERS OF
JUSTICE Wm. J. BRENNAN, JR.

June 4, 1985

No. 84-1503

Chicago Teachers Union,
Local No. 1, etc., et al.
v. Hudson, et al.

Dear Byron,

Please join me.

Sincerely,

Bill

Justice White

Copies to the Conference

: The Chief Justice
Justice Brennan
Justice Marshall
Justice Blackmun
Justice Powell
Justice Rehnquist
Justice Stevens
Justice O'Connor

From: Justice White

Circulated: MAY 23 1985

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Denny
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1st DRAFT

SUPREME COURT OF THE UNITED STATES

CHICAGO TEACHERS UNION, LOCAL NO. 1, AFT,
AFL-CIO, ET AL., PETITIONERS *v.*
ANNIE LEE HUDSON ET AL.

ON PETITION FOR WRIT OF CERTIORARI TO THE UNITED
STATES COURT OF APPEALS FOR THE SEVENTH CIRCUIT

No. 84-1503. Decided May —, 1985

JUSTICE WHITE, dissenting.

Respondents, nonmembers of petitioner union, are required to pay union fees under agency shop laws. These fees are set by petitioner union at 95 percent of the amount paid by union members. Unsatisfied with the way their fees were set, respondents brought suit under 42 U. S. C. § 1983 challenging the procedures for determining and refunding the portion spent on activities not germane to the union's duties as collective-bargaining representative.

The District Court held petitioner union's arbitration and rebate procedure constitutionally adequate, but the Court of Appeals reversed. Determining that the union-controlled grievance procedure was infirm, the panel also went on to find the remedy unconstitutional. Awarding an after-the-fact rebate to those objecting successfully was insufficient. First Amendment freedoms of association, the court held, required that an objecting nonmember's entire fee be placed in an interest-bearing escrow account during the pendency of any dispute over the proper amount.

Just last term, in *Ellis v. Brotherhood of Railway Clerks*, — U. S. — [104 S. Ct. 1883] (1984), we held on statutory grounds that nonmembers of a union were entitled to a refund of the portion of dues applied to certain activities unrelated to collective bargaining. In the course of reaching that result, we remarked that a union may not obtain an involuntary loan by demanding payment of full dues, using the money for activities outside the statutory authorization, and

This does not tell us anything we didn't know before. Although I had recommended grant, you voted to deny, and I see nothing here that would warrant a change of your vote.
Linda

To: The Chief Justice
Justice Brennan
Justice Marshall
Justice Blackmun
Justice Powell
Justice Rehnquist
Justice Stevens
Justice O'Connor

From: Justice White

Circulated: _____

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2nd DRAFT

SUPREME COURT OF THE UNITED STATES

CHICAGO TEACHERS UNION, LOCAL NO. 1, AFT,
AFL-CIO, ET AL. v. ANNIE LEE HUDSON ET AL.

ON PETITION FOR WRIT OF CERTIORARI TO THE UNITED
STATES COURT OF APPEALS FOR THE SEVENTH CIRCUIT

No. 84-1503. Decided May —, 1985

JUSTICE WHITE, with whom JUSTICE BLACKMUN joins,
dissenting.

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Supreme Court of the United States
Washington, D. C. 20543

CHAMBERS OF
JUSTICE THURGOOD MARSHALL

May 30, 1985

Re: No. 84-1503-Chicago Teachers v. Hudson

Dear Byron:

Please join me in your dissent.

Sincerely,

JM.

T.M.

Justice White

cc: The Conference

Supreme Court of the United States
Washington, D. C. 20543

CHAMBERS OF
JUSTICE HARRY A. BLACKMUN

May 23, 1985

Re: No. 84-1503, Chicago Teachers Union v. Hudson

Dear Byron:

Please join me in your opinion dissenting from denial of certiorari in this case.

Sincerely,

A handwritten signature in cursive script, appearing to read "White", with a horizontal line underneath.

Justice White

cc: The Conference