



**SEVENTH CIRCUIT RULES UNION DUES AGREEMENT IS AN ENFORCEABLE PRIVATE CONTRACT WITH NO 1ST AMENDMENT ISSUES**

On January 6, 2023, a three-judge panel of the Seventh Circuit Court of Appeals released its decision in the case *Ramon Baro v. Lake County Federation of Teachers Local 504, IFT-AFT*, Case No. 22-1722. The case was appealed from a Northern District of Illinois decision granting the defendant union's motion to dismiss the case. The Seventh Circuit affirmed, holding that an agreement by a teacher to have union dues deducted for one year was a voluntary and valid enforceable contract and enforcement of such was not a violation of the teacher's First Amendment rights.

In this case, a teacher, Ariadna Ramon Baro, was an ESL teacher hired for the Waukegan Community School District in 2019. At the time, she signed a union membership form, a contract to join the union representing the school district's teachers. The membership form authorized the school district to deduct union dues for Baro for one year. Baro alleged that approximately two months after she signing the agreement, she learned that union membership was voluntary and sought to get out of the agreement for dues deduction. The union insisted that the contract for dues deduction was valid, and the school district continued to deduct dues.

Baro filed suit, alleging that her First Amendment rights were violated by the continued dues deduction, under the reasoning from the 2019 *Janus* decision. Shortly after filing the suit, the union sent her a check and letter confirming that no more dues would be deducted. Baro refused the check and continued to pursue her claim in District Court. She appealed the District Court's dismissal of her claims. In affirming the lower court's dismissal, the Seventh Circuit found that Baro had voluntarily consented to the withdrawal of union dues. It was not swayed by her argument that she was mistaken in her understanding that membership was voluntary. The

Court found that the union representative had never claimed that membership was mandatory or required. Despite her subjective misunderstanding, her agreement was voluntary and valid and created a contract between Baro and the union. The Court found that enforcement of a valid private contract between her and the union does not implicate her First Amendment rights. The Court found that the same would be true whether or not the union had tried to return her collected dues to her.

Baro was represented by the same legal organization that had represented Mark Janus in his case against fair share fees for public sector union members. Her argument relied heavily upon the language from the *Janus* decision declaring “there must be clear and compelling” evidence that members have agreed to join a union. The Seventh Circuit rejected this reliance on *Janus*, finding that normal contract law applies, and that the form she signed specifically noted that it was being “signed freely and voluntarily,” making irrelevant whether she was subjectively mistaken about whether it was necessary. The First Amendment, as the Circuit court judge had noted, “does not create an independent right to void obligations when we are unhappy with what we have said.”

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