

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
ILLINOIS, EASTERN DIVISION

**Graduate Students for Academic Freedom, Inc., on behalf of its
members v. United Electrical, Radio and Machine Workers of
America, and United Electrical, Radio and Machine Workers of
America Local 1103 – Graduate Students United at the University of
Chicago**

No. 24-cv-06143 · No. No. 24-cv-06143; 1:24-cv-06143 · Decided March 31, 2026

SUMMARY

The U.S. District Court for the Northern District of Illinois granted the union defendants’ motion to dismiss a First Amendment challenge to a private-sector union agency-fee arrangement covering graduate student workers at the University of Chicago. The court held that the agency-fee provision, negotiated under the National Labor Relations Act between private parties, did not constitute state action. Because the First Amendment therefore did not apply, the court did not reach the merits of the plaintiff’s claim under *Janus v. AFSCME*.

CASE DETAILS

COURT	United States District Court for the Northern District of Illinois, Eastern Division
WRITING FOR THE COURT	John F. Kness
JURISDICTION	United States District Court for the Northern District of Illinois, Eastern Division
DECIDED	March 31, 2026
DOCKET	No. 24-cv-06143; 1:24-cv-06143
DISPOSITION	dismissed
PROCEDURAL POSTURE	Plaintiff brought a First Amendment claim challenging a compulsory agency-fee arrangement between a private university and private-sector unions. Plaintiff moved for a preliminary injunction, which was converted by agreement into a motion for summary judgment; Defendants moved to dismiss under Federal Rule of Civil Procedure 12(b)(6). The court granted Defendants' motion to dismiss.

STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the court accepts well-pleaded factual allegations as true and draws reasonable inferences in the plaintiff's favor, but disregards mere legal conclusions. A complaint must contain sufficient factual matter to state a plausible claim for relief.
PRECEDENTIAL VALUE	unpublished district court memorandum opinion; persuasive authority only

TOPICS

first amendment state action motions to dismiss civil rights labor law

PRACTICE AREAS

constitutional law civil rights labor law civil procedure

QUESTIONS PRESENTED

1. Whether a private-sector agency-fee arrangement negotiated under the National Labor Relations Act constitutes state action subject to First Amendment scrutiny.
2. Whether *Railway Employees' Department v. Hanson* supplies a state-action basis for a private-sector agency-fee arrangement governed by the NLRA.
3. Whether Plaintiff stated a First Amendment claim under *Janus v. AFSCME*.

HOLDINGS

1. A private-sector agency-fee arrangement negotiated between a private employer and a private union under the NLRA does not constitute state action merely because the NLRA grants exclusive-representation status, authorizes union-security provisions, makes the subject a mandatory subject of bargaining, or enhances the union's bargaining power.
2. *Railway Employees' Department v. Hanson* does not establish state action for an agency-fee arrangement governed by the NLRA because *Hanson's* state-action rationale depended on federal preemption of contrary state law under the Railway Labor Act, whereas the NLRA preserves state authority to prohibit union-security agreements.
3. Plaintiff failed to state a First Amendment claim because the challenged private agency-fee arrangement was not state action, so the First Amendment did not apply.

KEY QUOTATIONS

"In short, private sector agency fee arrangements do not constitute state action." (Opinion at 5)

"the First Amendment 'protect[s] citizens from conduct by the government, but not from conduct by private actors, no matter how egregious that conduct might be.'" (Opinion at 6)

"For these reasons, the Court finds that the state action requirement is not met. Accordingly, the First Amendment does not apply to the present dispute." (Opinion at 23)

FACTUAL BACKGROUND

The University of Chicago recognized a graduate-student union after an NLRB-certified election, and the union affiliated with United Electrical, Radio and Machine Workers of America. A collective bargaining agreement designated the local union as the exclusive bargaining representative for covered graduate teaching and research assistants and required them either to become dues-paying members or pay an equivalent agency fee as a condition of employment. Plaintiff alleged that the unions had engaged in pro-Palestinian and allegedly antisemitic advocacy, including support for BDS and statements concerning Israel and Palestine, and claimed that compelled agency-fee payments violated its members' First Amendment rights.

PROCEDURAL HISTORY

Graduate Students for Academic Freedom sued the unions under the First Amendment, alleging that the agency-fee provision in a collective bargaining agreement constituted state action and violated its members' associational and speech rights under *Janus v. AFSCME*. Plaintiff's preliminary-injunction motion was converted into a summary-judgment motion under Rule 65(a)(2), and Defendants moved to dismiss for failure to state a claim. The district court resolved the case on the state-action issue and granted the motion to dismiss.

DISPOSITION

dismissed

CASES CITED

- *Janus v. AFSCME*, 585 U.S. 878 (2018)
- *White v. Communications Workers of America*, 370 F.3d 346 (3d Cir. 2004)
- *American Manufacturers Mutual Insurance Co. v. Sullivan*, 526 U.S. 40 (1999)
- *Wegscheid v. Local Union 2911*, 117 F.3d 986 (7th Cir. 1997)
- *Nielsen v. International Association of Machinists & Aerospace Workers*, 94 F.3d 1107 (7th Cir. 1996)
- *Lugar v. Edmondson Oil Co., Inc.*, 457 U.S. 922 (1982)
- *Hallinan v. Fraternal Order of Police of Chicago Lodge No. 7*, 570 F.3d 811 (7th Cir. 2009)
- *Jackson v. Metropolitan Edison Co.*, 419 U.S. 345 (1974)
- *Communications Workers of America v. Beck*, 487 U.S. 735 (1988)
- *Kolinske v. Lubbers*, 712 F.2d 471 (D.C. Cir. 1983)
- *Railway Employees' Department v. Hanson*, 351 U.S. 225 (1956)
- *Machinists v. Street*, 367 U.S. 740 (1961)
- *Beck v. Communications Workers of America*, 776 F.2d 1187 (4th Cir. 1985)
- *Linscott v. Millers Falls Co.*, 440 F.2d 14 (1st Cir. 1971)
- *Price v. International Union, United Automobile, Aerospace & Agricultural Implement Workers of America*, 795 F.2d 1128 (2d Cir. 1986)
- *Reid v. McDonnell Douglas Corp.*, 443 F.2d 408 (10th Cir. 1971)
- *Glacier Northwest, Inc. v. International Brotherhood of Teamsters Local Union No. 174*, 598 U.S. 771 (2023)

- NLRB v. Katz, 369 U.S. 736 (1962)
- Litton Financial Printing Division v. NLRB, 501 U.S. 190 (1991)
- Tribune Publishing Co. v. NLRB, 564 F.3d 1330 (D.C. Cir. 2009)
- New Concepts for Living, Inc. v. NLRB, 94 F.4th 272 (3d Cir. 2024)
- Ashcroft v. Iqbal, 556 U.S. 662 (2009)
- Bell Atlantic Corp. v. Twombly, 550 U.S. 544 (2007)

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