activities is to violate freedom of belief and the right to act on those beliefs just as much as if government prohibited him from acting to further his own beliefs.[667]

The *Abood* Court determined that an employee's right not to support personally disagreeable political activities, did not require that unions operating as agency shops refrain from making non-collective-bargaining-related expenditures. Rather, those unions were required to ensure that funds supporting political activities came only from employees who did not object. Consequently, the lower courts were directed to oversee development of a system under which employees could object generally to such use of union funds and could obtain either a proportionate refund or a reduction of future exactions.[668] However, this remedy was criticized as both unwieldy and insufficiently protective of First Amendment rights. For example, the Court later found a proportionate refund to be unacceptable because "even then the union obtains an involuntary loan for purposes to which the employee objects";[669] an advance reduction of dues corrects the problem only if accompanied by sufficient information by which employees may gauge the propriety of the union's fee.[670] Therefore, the union procedure must also "provide for a reasonably prompt decision by an impartial decisionmaker."[671]

In *Davenport v. Washington Education Ass'n*,[672] the Court noted that, although *Chicago Teachers Union v. Hudson* had "set forth various procedural requirements that public-sector unions collecting agency fees must observe in order to ensure that an objecting nonmember can prevent the use of his fees for impermissible purposes,"[673] it "never suggested that the First Amendment is implicated whenever governments place limitations on a union's entitlement to agency fees above and beyond what *Abood* and *Hudson* require. To the contrary, we have described *Hudson* as 'outlin[ing] a *minimum* set of procedures by which a [public-sector] union in an agency-shop rela-

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[667] 431 U.S. at 232–37. On the other hand, nonmembers may be charged for such general union expenses as contributions to state and national affiliates, expenses of sending delegates to state and national union conventions, and costs of a union newsletter. Lehnert v. Ferris Faculty Ass'n, 500 U.S. 507 (1991). A local union may also charge nonmembers a fee that goes to the national union to pay for litigation expenses incurred on behalf of other local units, but only if (1) the litigation is related to collective bargaining rather than political activity, and (2) the litigation charge is reciprocal in nature, *i.e.*, other locals contribute similarly. Locke v. Karass, 129 S. Ct. 798, 802 (2009)

[668] 431 U.S. at 237–42.

[669] Ellis v. Brotherhood of Railway, Airline & Steamship Clerks, 466 U.S. 435, 444 (1984).

[670] Chicago Teachers Union v. Hudson, 475 U.S. 292 (1986).

[671] 475 U.S. at 309.

[672] 551 U.S. 177 (2007).

[673] 551 U.S. at 181, citing 475 U.S. 292, 302, 304–310.