

From: (b) (6), (b) (7)(C)
To: [Ohr, Peter S.](#); [Hitterman, Paul](#); [Gianopoulos, Kate](#); [Hill, Christina](#)
Cc: [Bock, Richard](#); [Szapiro, Miriam](#); [Dodds, Amy L.](#); [Compton, Kayce R.](#); [Shorter, LaDonna](#)
Subject: CFAC (Columbia College Chicago), 13-CB-253372 (case-closing email)
Date: Thursday, October 1, 2020 12:13:50 PM

The Region submitted this case seeking advice regarding two questions: did the Union, by emailing its *Beck* notices, have a duty to ensure the emailed notices were received by employees who voluntarily unsubscribed from its email listserv, and did the Union, by relying on the local presumption rule, sufficiently articulate a reasonable basis for determining its *Beck* objector rate? We agree with the Region that, absent withdrawal, both charges should be dismissed.

On December 2, 2019, in connection with the Union's upcoming affiliation with two international unions, the Union served all unit employees, including the Charging Party, with an emailed notice of their *Beck* rights as well as the reduced rate employees would pay if they chose to become *Beck* objectors. Unbeknownst to the Union, the Charging Party did not receive the email because (b) (6), (b) (7) had removed (b) (6), (b) (7)(C) from the Union's listserv in August 2019. At or around the same time, the Union affiliated with the International Federation of Teachers/ American Federation of Teachers, and its dues structure changed as a result of the affiliation. Shortly after the Union emailed the *Beck* notices, but in the absence of an audit and before any new rates went into effect, the Charging Party met with Union officials in order to better understand the new *Beck* rate structure. In response, the Union lowered its traditional *Beck* rate of 1.9% of wages to 1.6% in reliance upon the rates charged by its new international affiliates until the Union could perform an independent audit.

Under the particular facts of this case, the Union's method of emailing its *Beck* notice was permissible because the Union's primary method of communicating with unit employees is by email and the Union had a good faith belief that all unit employees, including the Charging Party, received the notice. Indeed, the Charging Party did not inform the Union that (b) (6), (b) (7) had unilaterally removed herself from the listserv and the Union did not learn that the email intended for the Charging Party bounced back until the Region investigated the matter. In these circumstances, where the Union regularly communicates with employees by email and the Union had no reason to know the Charging Party was not receiving those communications, the Union had no duty to send the *Beck* notice through another means, or otherwise affirmatively ensure the Charging Party received the *Beck* notice. It is important to note, however, that a union should not be entitled to employees' personal email addresses; thus, if the Charging Party informed the Union that (b) (6), (b) (7) no longer wanted to receive emails from the Union, the Union would have been obliged to communicate through another way.

The Union's reliance upon the Board's "local presumption" rule to calculate its *Beck* rate was also appropriate under these circumstances. Specifically, given the change in affiliation coupled with the absence of an audit, but also considering the Union's commitment to complete an audit soon, reliance upon the rates charged by international affiliates was not unlawful nor was it an unreasonable way to proceed. *See California Saw & Knife*, 320 NLRB 224, 242 (1995), enforced 133 F.3d 1012 (7th Cir. 1998). The Union should complete its audit as expediently as possible.

Therefore, we conclude that both charges should be dismissed, absent withdrawal.

This email closes these cases in Advice. Please contact us with any questions or concerns. Thank you.

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