COALITION FOR A
DEMOCRATIC WORKPLACE

June 4, 2026

Members of the US House of Representatives

Dear Representative:

The Coalition for a Democratic Workplace (CDW) and the 376 undersigned organizations, representing industries across the country, urge you to oppose the Faster Labor Contracts Act (H.R. 5408) (FLCA), which is being brought to the House floor via a discharge petition (H.Res. 1140). The FLCA would empower the federal government to dictate the terms of contracts between unions and companies. It runs counter to President Trump's effort to rein in the federal bureaucracy, threatens the economic viability of businesses, forces contract terms without the consent of employees or employers, and amounts to an unconstitutional taking.

Under the FLCA, employers would have to begin bargaining with a newly certified union within 10 days of the union submitting a written request, and the parties would have 90 days to reach a first contract. If no agreement is reached, either party could invoke mediation through the Federal Mediation and Conciliation Service (FMCS), an obscure agency the Trump administration has targeted for near elimination. If no agreement is reached after 30 days of mediation, binding interest arbitration is triggered, and the resulting contract is binding for two years. Neither party may appeal it, and workers do not get to ratify or reject it.

In practice, the FLCA gives a federally authorized arbitration panel power to dictate wages, benefits, safety procedures, leave policies, and nearly every other condition of employment for newly organized workers. The bill is nearly identical to a provision in Senator Bernie Sanders's Protecting the Right to Organize (PRO) Act and similar to one included in the Employee Free Choice Act (EFCA), both of which Congress has rejected on a bipartisan basis.

Arbitrators need not have any knowledge of the industry over which they exercise this power, and the bill includes no "ability-to-pay" floor. Arbitrators are not obligated to ensure the contract they impose is financially viable, and parties have no recourse against the government or arbitrator if the mandated terms result in lost jobs, bankruptcy, or closure.

Neither the federal government nor arbitrators are equipped to set the terms of a private contract. As former FMCS Director Peter Hurtgen told Congress during the EFCA debate, "No outside agency, whether arbitration, courts, or government entity has the skill, knowledge, or expertise to

create a collective bargaining agreement… There are no standards for arbitrators to apply. There is no skill set for arbitrators to use. Solomon is simply unavailable."

The bill also raises serious constitutional concerns. Mandatory arbitration would deprive employers and employees of property rights without due process. The government would impose binding first contracts unbounded by Fifth Amendment protections or any statutory guidelines, running "smack into the takings clause." A mandated contract could force a thin-margin employer to overhaul facilities, change subcontractors, or alter promotion policies without judicial oversight. It could likewise cut employee wages with no consideration of fairness.

The FLCA eviscerates the voluntary-agreement principle that underpins federal labor relations policy. As the Supreme Court has explained, the object of the National Labor Relations Act (NLRA) "was not to allow governmental regulation of the terms and conditions of employment, but rather to ensure that employers and their employees could work together to establish mutually satisfactory conditions… it was never intended that the Government would… step in, become a party to the negotiations, and impose its own views of a desirable settlement." Federal courts have repeatedly confirmed that the NLRA's "fundamental premise" is "private bargaining under governmental supervision of the procedure alone, without any official compulsion over the actual terms of the contract." The FLCA obliterates this principle.

Most critically, workers themselves would be shut out of the process and forfeit the right to vote on the contract that governs their wages and working conditions. At an October 2025 Senate HELP Committee hearing, IAM shop steward Josh Arnold testified that a contract workers could not ratify or reject "would be removing the democracy in the workplace, which is the whole point of the union — giving the worker a say." The FLCA prioritizes speed over the workers' fundamental right to a voice.

The bill would also require a sweeping expansion of the federal government at a time when the administration is reducing agency footprints. President Trump has called for "the orderly closure" of the agency in the administration's most recent budget request. Yet under the legislation, this obscure agency would suddenly be required to mediate first contracts across the entire economy. Proponents have not explained how to account for this discrepancy in the practical application of the bill. Nor have they explained who would hire and train the thousands of new federal employees this would require or how taxpayers would pay for it.

Sponsors also have not made the case that existing law is inadequate. The NLRA already requires both parties to bargain in good faith on mandatory subjects, meet at reasonable times, refrain from surface or piecemeal bargaining, and provide relevant information. The National

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Labor Relations Board enforces these obligations and assesses penalties for violations. Yet the bill has not been scored by the Congressional Budget Office and has not received a mark-up in any committee of jurisdiction. Its proponents are using a discharge petition precisely because they do not want their colleagues or the public to weigh its true cost and consequences.

This legislation is bad for workers, businesses, and the economy. Attached to this letter are various opinion pieces, drawn from media outlets across the country, as well as a white paper developed by CDW, all of which illustrate the consequences the FLCA could have in your district. We strongly urge you to oppose H.R. 5408.

Sincerely,

Coalition for a Democratic Workplace
ABC Alabama Chapter
ABC Alaska Chapter
ABC Appalachia Chapter
ABC Arizona Builders Alliance
ABC Arkansas Chapter
ABC Carolinas Chapter
ABC Central California Chapter
ABC Central Florida Chapter
ABC Central Ohio Chapter
ABC Central Texas Chapter
ABC Chesapeake Shores Chapter
ABC Connecticut Chapter
ABC Delaware Chapter
ABC Eastern Pennsylvania Chapter
ABC Empire State Chapter
ABC Florida East Coast Chapter
ABC Florida First Coast Chapter
ABC Florida Gulf Coast Chapter
ABC Georgia Chapter
ABC Greater Baltimore Chapter
ABC Greater Houston Chapter
ABC Greater Michigan Chapter
ABC Greater Tennessee Chapter
ABC Guam Contractors Association

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ABC Hawaii Chapter
ABC Heart of America Chapter
ABC Illinois Chapter
ABC Indiana/Kentucky Chapter
ABC Inland Pacific Chapter
ABC Iowa Chapter
ABC Keystone Chapter
ABC Maine Chapter
ABC Massachusetts Chapter
ABC Metro Washington Chapter
ABC Minnesota/North Dakota Chapter
ABC Mississippi Chapter
ABC Nebraska/South Dakota Chapter
ABC Nevada Chapter
ABC New Hampshire/Vermont Chapter
ABC New Jersey Chapter
ABC New Mexico Chapter
ABC New Orleans/Bayou Chapter
ABC North Alabama Chapter
ABC North Florida Chapter
ABC Northern California Chapter
ABC Northern Ohio Chapter
ABC Ohio Valley Chapter
ABC Oklahoma Chapter
ABC Pacific Northwest Chapter
ABC Pelican Chapter
ABC Rhode Island Chapter
ABC Rocky Mountain Chapter
ABC San Diego Chapter
ABC South Texas Chapter
ABC Southeast Texas Chapter
ABC Southeastern Michigan Chapter
ABC Southern California Chapter
ABC Texas Coastal Bend Chapter
ABC Texas Gulf Coast Chapter
ABC Texas Mid-Coast Chapter
ABC TEXO Chapter
ABC Utah Chapter

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ABC Virginia Chapter
ABC West Tennessee Chapter
ABC Western Michigan Chapter
ABC Western Pennsylvania Chapter
ABC Western Washington Chapter
ABC Wisconsin Chapter
AICC, The Independent Packaging Association
Aiken Chamber of Commerce
Alabama Retail Association
Alaska Chamber
American Bakers Association
American Hotel & Lodging Association
American Pipeline Contractors Association
American Supply Association
American Trucking Associations
Argentum
Arizona Chamber of Commerce and Industry
Arizona Retailers Association
Arkansas Grocers & Retail Merchants Association
Arkansas Oil Marketers Association
Arkansas Retailers Association
Arkansas State Chamber of Commerce
Associated Builders and Contractors
Associated Equipment Distributors
Associated General Contractors of America
Atlanta Chapter IEC
Austin Area Chamber of Commerce
Baytown Chamber of Commerce
Boca Regional Chamber
Buckeye Valley Chamber of Commerce
Buellton Chamber of Commerce
Cache Valley Chamber of Commerce
California Farm Bureau
California Retailers Association
Campbell County Chamber of Commerce
Can Manufacturers Institute
Carefree Cave Creek Chamber of Commerce
Castle Rock Chamber

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Center for Defense of Free Enterprise
Center for Individual Freedom
CenTex IEC
Central Missouri IEC
ChamberWest Chamber of Commerce
Chandler Chamber of Commerce
Charleston Metro Chamber of Commerce
CHRO Association
Coalition of Franchisee Associations
Coalition to Protect American Workers (CPAW)
Colorado Hotel & Lodging Association
Colorado Springs Chamber & EDC
Columbia Montour Chamber of Commerce
Colusa County Chamber of Commerce
Community Development Foundation
Connecticut Retail Network
Consumer Technology Association
Delano Area Chamber of Commerce
Delaware Retail Council
Delaware State Chamber of Commerce
Detroit Regional Chamber
Dooly County Chamber of Commerce
Dothan Area Chamber of Commerce
Edmond Area Chamber of Commerce
Edwardsville/Glen Carbon Chamber of Commerce
Electronic Components Industry Association
Fife Milton Edgewood Chamber of Commerce
Florida Chamber of Commerce
Florida Restaurant & Lodging Association
Florida Retail Federation
FMI – The Food Industry Association
Foodservice Equipment Distributors Association
Fresno Chamber of Commerce
Gateway Chambers Alliance
Georgia Retailers
GLMV Chamber of Commerce
Greater Charlotte IEC
Greater Coachella Valley Chamber of Commerce

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Greater Flagstaff Chamber of Commerce
Greater Irvine Chamber
Greater Mankato Growth
Greater Modesto Chamber of Commerce
Greater Omaha Chamber
Greater Pasco Area Chamber of Commerce
Greater Phoenix Chamber
Greater Pueblo Chamber of Commerce
Greater Spokane Inc.
Greater Spokane Valley Chamber of Commerce
Greater Summerville/Dorchester County Chamber of Commerce
Green Valley Sahuarita Chamber of Commerce & Visitor Center
Greenville Chamber
Grow Cedar Valley
Guam Chamber of Commerce
Hanover Area Chamber of Commerce
Hawaii Restaurant Association
Heating, Air-conditioning, & Refrigeration Distributors International
Henderson Chamber of Commerce
Hilton Head Island - Bluffton Chamber of Commerce
HospitalityMaine
Huntingdon County Chamber of Commerce
Idaho Lodging & Restaurant Association
Idaho Retailers Association
IEC Central Alabama
IEC Central Ohio
IEC Chesapeake
IEC Dakotas
IEC Dallas
IEC Dayton
IEC El Paso
IEC Florida East Coast
IEC Florida West Coast
IEC Fort Worth
IEC Georgia
IEC Georgia / Atlanta Chapter IEC
IEC Greater San Antonio
IEC Greater St. Louis

IEC Indy
IEC Middle Tennessee
IEC New England
IEC Northern Ohio
IEC of East Texas
IEC of Greater Cincinnati
IEC of Idaho
IEC of Kansas
IEC of Kentuckiana
IEC of Nebraska
IEC of Oregon
IEC of Southeast Missouri
IEC of Texas
IEC of the Bluegrass
IEC of the Texas Panhandle
IEC of Utah
IEC Pennsylvania
IEC Rocky Mountain
IEC Southern Arizona
IEC Southern Colorado
IEC Southern Indiana-Evansville
IEC Texas Gulf Coast
IEC Western Reserve
IEC-OKC
Illinois Hotel & Lodging Association
Illinois Retail Merchants Association
Independent Bakers Association
Indiana Chamber of Commerce
Indiana Retail Council
Industrial Fasteners Institute
Inland Empire Economic Partnership
International Foodservice Distributors Association
International Franchise Association
International Warehouse Logistics Association (IWLA)
Iowa Association of Business and Industry
Iowa Retail Federation
Jackson Hole Chamber of Commerce
Juniata River Valley Chamber of Commerce

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Kansas Chamber
Kansas Chamber of Commerce
Kansas Retail Council
Kentucky Retail Federation
Kingsport Chamber
La Canada Flintridge Chamber of Commerce
Lake Havasu Area Chamber of Commerce
Lewis Clark Valley Chamber of Commerce
Littler Workplace Policy Institute
Longview Chamber of Commerce
Loudoun County Chamber of Commerce
Louisiana Retailers Association
Lubbock IEC
Manhattan Beach Chamber of Commerce
Manufacturer & Business Association
Marion Area Chamber of Commerce
Maryland Chamber of Commerce
Maryland Hotel Lodging Association
Maryland Retailers Alliance
McLean County Chamber of Commerce
Mesa Chamber of Commerce
Mesquite Chamber of Commerce
Metro SA Chamber of Commerce
Metro South Chamber of Commerce
Metrocrest Area Chamber
Metropolitan Milwaukee Association of Commerce
Michigan Chamber of Commerce
Michigan Retailers Association
Michigan West Coast Chamber of Commerce
Mid-Oregon IEC
Mid-South IEC
Midwest IEC
Minnesota Retailers Association
Mississippi Business Alliance
Mississippi Retail & Grocery Association
Missouri Chamber of Commerce and Industry
Missouri Retailers Association
Mobile Chamber

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Montana IEC
Montana Retail Association
Moorpark Chamber of Commerce
Moses Lake Chamber of Commerce
Murrieta/Wildomar Chamber of Commerce
National Apartment Association
National Armored Car Association
National Association of Convenience Stores
National Association of Manufacturers
National Association of Security Companies (NASCO)
National Association of Sporting Goods Wholesalers (NASGW)
National Association of Wholesaler-Distributors
National Council of Chain Restaurants
National Federation of Independent Business
National Grocers Association
National Multifamily Housing Council
National Ready Mixed Concrete Association
National Restaurant Association
National Retail Federation
National Roofing Contractors Association
National Stone, Sand & Gravel Association
National Tooling and Machining Association
NC Chamber
Nebraska Retail Federation
New Hampshire Retail Association
New Jersey IEC
New Jersey Retail Merchants Association
New Jersey State Chamber of Commerce
New Mexico Retail Association
NJ Restaurant & Hospitality Association
North Carolina Retail Merchants Association
Northern Brazoria County Chamber of Commerce
Northern Kentucky Chamber of Commerce
Northern Nevada IEC
Northern New Mexico IEC
Nortwest Valley Chamber of Commerce
Oceanside Chamber of Commerce
Ohio Chamber of Commerce

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Ohio Council of Retail Merchants
Ohio Hotel & Lodging Association
Opelika Chamber of Commerce
Oregon Business and Industry
Oregon Retail Council
Oshkosh Chamber of Commerce
Palm Desert Area Chamber of Commerce
Palos Verdes Peninsula Chamber of Commerce
Pendleton Chamber of Commerce
Pennsylvania Chamber of Business and Industry
Pennsylvania Restaurant & Lodging Association
Pennsylvania Retailers Association
Peoria Chamber of Commerce
Petroleum Equipment Institute (PEI)
Pocatello-Chubbuck Chamber of Commerce
Power and Communication Contractors Association
Prattville Area Chamber of Commerce
Precision Machined Products Association
Precision Metalforming Association
Rancho Cordova Area Chamber
Reno + Sparks Chamber of Commerce
Retail Association of Maine
Retail Association of Nevada
Retail Council of New York State
Retail Industry Leaders Association (RILA)
Retailers Association of Massachusetts
Rio Grande Valley IEC
Riverton Chamber and Visitors Center
Rochester Area Chamber of Commerce
Rogers Lowell Chamber
Salt Lake Chamber
San Francisco Chamber of Commerce
Santa Barbara South Coast Chamber of Commerce
Santa Maria Valley Chamber
Schuylkill Chamber of Commerce
Scottsdale Area Chamber of Commerce
Shakopee Area Chamber of Commerce
Small Business & Entrepreneurship Council

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South Bend Regional Chamber
South Carolina Manufacturers and Commerce
South Carolina Retail Association
South Dakota Retailers Association
South Metro Denver Chamber
South Valley Chamber
Southeast Michigan Chamber or Commerce
Southern New Mexico IEC
Spanish Fork Salem Area Chamber of Commerce
Springerville-Eagar Regional Chamber of Commerce
Springfield Area Chamber of Commerce
St. Cloud Area Chamber of Commerce
St. George Area Chamber of Commerce
TCATA (Textile Care Allied Trades Association)
Tennessee Chamber of Commerce & Industry
Texas Hotel & Lodging Association
Texas Retailers Association
Textile Rental Services Association
The Greater Springfield Chamber of Commerce
The Mansfield Area Chamber of Commerce
The State Chamber of Oklahoma
Tile Roofing Industry Alliance
Toledo Regional Chamber of Commerce
Tri-County Regional Chamber of Commerce
Triangle IEC
Tulsa Regional Chamber
Twin Falls Area Chamber of Commerce
United States Hispanic Business Council
US Chamber of Commerce
Utah Chamber
Utah Food Industry Association
Utah Retail Merchants Association
Vail Valley Partnership
Valley Industry and Commerce Association
Vegas Chamber
Vermont Retail & Grocers Association
Virginia Retail Federation
Walla Walla Valley Chamber of Commerce

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Washington Retail Association
West Virginia Retailers Association
Western Colorado IEC
Western Electrical Contractors Association
Williamsport/Lycoming Chamber of Commerce
Willmar Lakes Area Chamber
Wisconsin Manufacturers & Commerce
Wisconsin Retailers Alliance
Workforce Fairness Institute
Yorba Linda Chamber of Commerce

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THE ARBITRATION TRAP

Why the Faster Labor Contracts Act Is Bad for Workers, Employers, and the American Economy

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EXECUTIVE SUMMARY

The Faster Labor Contracts Act (FLCA) (S. 844 / H.R. 5408, 119th Congress) presents itself as a common-sense reform to speed up the collective bargaining process for newly organized workers. It is nothing of the kind. Beneath its bipartisan branding, the FLCA would impose mandatory timelines on first-contract negotiations, funnel unresolved disputes into federal mediation, and — when mediation fails — hand a government-appointed arbitration panel the power to dictate the terms of a private employment contract for two years. Workers would have no vote on the result. Employers would have no meaningful appeal. And the federal agency tasked with administering the system, the Federal Mediation and Conciliation Service (FMCS), is simultaneously being downsized toward irrelevance.

This paper makes two broad arguments. First, the FLCA's arbitration mechanism produces perverse economic incentives, rewards bad-faith bargaining, and — as decades of evidence from Rust Belt manufacturing to the recent bankruptcies of household-name employers demonstrate — generates the kind of unchecked labor power and unbalanced contracts that can destroy jobs and shutter facilities rather than improve workers' lives. Second, the bill's noneconomic consequences are equally troubling: it strips workers of the democratic right to ratify or reject their own contracts, violates the foundational principle of freedom of contract, infringes on workers and employers' Constitutional rights, and — through its "comparator wages" arbitration standard — creates a mechanism by which the political demands of organized labor's most aggressive locals can be inserted into binding employment agreements without a single worker vote or employer consent.

I. INTRODUCTION

On March 4, 2025, Senators Josh Hawley (R-MO) and Bernie Moreno (R-OH), joined by several Democrats, introduced the Faster Labor Contracts Act (FLCA). The FLCA would amend the National Labor Relations Act (NLRA) to impose a 120-day time limit for unions and employers to agree on first contracts after workers have chosen union representation. If the parties fail to come to agreement within the 120-day limit, either party may then request that the contract be settled by an arbitration panel of three arbitrators. The panel will impose a two-year contract on the parties. Neither party may appeal the arbitration decision. A companion bill, H.R. 5408, was introduced in the House on September 16, 2025, and is pending a floor vote after Rep. Donald Norcross (D-NJ-1) filed a discharge petition to force the bill out of committee.

The frustration over the bargaining process is understandable. Coming to terms on an initial contract is very hard and can be time-consuming. Unions feel a need to prove their worth by obtaining terms that are more favorable than the employer would have offered otherwise, and companies must make sure that any contract terms are sustainable.

The FLCA's proposed remedy for this frustration, however, is far worse than any disease it purports to treat. By replacing voluntary collective bargaining with government-managed arbitration, the bill removes the union's incentive to be reasonable. In voluntary bargaining, unions are driven to obtain a timely agreement for their members, which provides incentives for the union to bargain in good faith and take reasonable positions. Arbitration removes this incentive. Under the FLCA, the union's positions are no longer designed to achieve timely voluntary agreements; instead, the union will solely focus on positioning itself for the best possible outcome in arbitration — in other words, the FLCA incentivizes unions to make unreasonable demands. It also strips workers of their democratic voice, exposes employers to economically unsustainable outcomes, and opens a back door through which the ideological agenda of organized labor's most powerful locals can be nationalized without consent. It results in unchecked union bargaining power that upends the collective bargaining process.

This paper proceeds in two parts. Part One examines the economic consequences of the FLCA: the perverse incentives created by the arbitration trigger; the documented record of what happens when excessive union bargaining power is exercised without the market check that voluntary bargaining provides; a concrete hypothetical — the recently concluded VW Chattanooga negotiations — illustrating the damage a government arbitrator would likely have inflicted on a single employer; the bill's potential harm to young and future workers; the potential forced enrollment of workers into underfunded multiemployer pension plans; the shortcomings of the bills's institutional infrastructure; the cautionary tale of the No Surprises Act; and the costs the bill imposes on the American taxpayer.

Part Two examines the noneconomic consequences: the elimination of worker ratification rights, the threat the bill poses specifically to small and mid-sized employers, the bill's infringement on the principle of freedom of contract, its Constitutional vulnerabilities, and the mechanism by which the FLCA converts politically motivated bargaining demands into binding, government-imposed contract terms.

II. HOW THE FLCA WORKS: A RECYCLED PROPOSAL FOR AN UNPRECEDENTED FEDERAL INTERVENTION

A. The Statutory Mechanics

The FLCA's procedural framework, as set out in Section 3 of S. 844, operates as follows. A union that has been recognized or certified as the exclusive representative of a group of employees triggers the bill's provisions by requesting in writing that the employer commence bargaining. At that point, the employer has ten days to do so, unless the union agrees to additional time. The parties then have ninety days to reach a first contract. At the expiration of that window, either party may invoke at any time Federal Mediation and Conciliation Service (FMCS) mediation. If thirty days of mediation fail to produce an agreement, either party may then escalate to binding interest arbitration before a three-person panel: one arbitrator selected by the employer, one by the union, and one agreed-upon neutral — defaulting to FMCS selection if the parties cannot agree.

The arbitration panel is directed to consider the employees' cost of living, wages and benefits needed to sustain employees and their families, comparator wages from similar businesses, and the employer's financial condition. Notably, the statute imposes no explicit ability-to-pay floor — an arbitrator is not required to find that a company can actually afford the award it imposes. The resulting contract runs for two years, with no worker ratification vote, no right of appeal, and no mechanism for modification short of mutual written consent.

Labor practitioners have noted that ninety days is a vanishingly short window for first-contract negotiations even in the most cooperative circumstances. Initial collective bargaining agreements are inherently more complex than successor agreements. Parties are establishing ground rules, building relationships, and negotiating terms that neither side has ever negotiated before. Compressing this process into a statutory deadline does not accelerate good-faith bargaining; it accelerates the arrival of arbitration.

B. The FLCA's Relationship to Prior Failed Legislation

The FLCA is not a new idea dressed in new clothes. It is the same idea in the same clothes. The bill's arbitration mechanism is substantively identical to the first-contract arbitration provision of the Employee Free Choice Act (EFCA), which was introduced and debated during the 110th and 111th Congresses (2007–2009). EFCA failed not for procedural reasons but because a sufficient number of legislators, including Democrats in a Congress where the party held a Senate supermajority, recognized that compulsory private-sector interest arbitration was a step the American labor relations system had never taken and should not take.

The same mechanism reappeared in the PRO Act, which cleared the House in 2021 but similarly stalled in the Senate. As commentators across the ideological spectrum have noted, the FLCA is, in

the words of labor policy commentor Matt Bruenig writing at *NLRB Edge*, a direct descendant of the EFCA arbitration provision. The FLCA repackages this twice-rejected mechanism under bipartisan branding — Senator Hawley's co-sponsorship providing the Republican imprimatur — but the substance is unchanged. Congress has declined this arrangement before. The record of what such arrangements produce, examined in Part One below, provides ample reason to decline it again.

C. The Unprecedented Nature of Government-Imposed Private-Sector Contracts

American labor law has never imposed binding interest arbitration on private-sector first contracts. The NLRA's foundational premise, in place since 1935, is that the government can require good-faith bargaining but cannot compel agreement. The FLCA would discard that premise for first contracts, substituting government imposition for mutual consent.

Advocates of the FLCA point to public-sector interest arbitration — common in states like Michigan for police and firefighters — as evidence that the mechanism works. The evidence points the other way. Heritage Foundation researchers Paul Kersey and James Sherk documented in 2007 that Michigan's public-sector arbitration system produced an average resolution time of fifteen months — longer, not shorter, than many voluntary first-contract timelines. Cases became entrenched in procedural posturing. Back-pay liability accumulated. The arbitration process that was meant to accelerate resolution instead created its own form of delay, now with the added dysfunction of government-imposed outcomes that neither party truly owned.

III. PART ONE: ECONOMIC CONSEQUENCES

A. The Perverse Incentive Structure: Rewarding Bad Faith

1. How the Arbitration Trigger Inverts Bargaining Incentives

The FLCA's fundamental structural flaw is not what it does when arbitration occurs. It is what the availability of arbitration does to the bargaining that precedes it. Under the bill's framework, failing to reach a deal within ninety days is not a failure. It is a strategy.

Consider the position of a union negotiating team facing an employer who has put a genuinely strong first offer on the table. Under current law, accepting that offer produces a contract and quick resolution for employees and the company. The company also has an incentive to do so to limit costs and reputational risk associated with prolonged bargaining. The union has an incentive to deliver meaningful change for employees within a reasonable time frame.

Under the FLCA, the incentives are much different. Neither the employer nor the union has an incentive to put reasonable positions on the table, as such positions could be used against them in arbitration. Instead, employers and unions are both incentivized to position themselves at the extremes.

This dynamic is well understood by labor relations practitioners. As labor law analyst VanDervort wrote in *LR Ink* in March 2025, the bill creates conditions in which "unions might see an advantage in stalling talks, avoiding concessions, and running out the 90-day clock." The Associated Builders and Contractors has similarly warned that the FLCA "would encourage unions to prolong negotiations in hopes of securing a more favorable deal from arbitrators."

Interest arbitration amplifies this incentive through the well-documented "split the difference" dynamic. When arbitrators are tasked with resolving a wage dispute, the rational strategy for each side is to anchor as high (or as low) as possible, since the arbitrator's award tends toward the midpoint of the competing positions. The party that enters arbitration with a maximalist demand wins more than the party that entered with a reasonable one. The FLCA thus rewards the kind of opening-position inflation that is the antithesis of good-faith bargaining.

Crucially, the union bears none of the costs that normally accompany the decision to prolong a dispute. Under current law, the union's leverage is a strike, which imposes costs on workers (lost wages) as well as employers. Under the FLCA, the union can invoke arbitration at the end of the ninety-day window at zero cost to its members, with the possibility of a more generous outcome than what the employer offered.

Thus, the FLCA provides unions with additional substantial leverage. The result is excessive union bargaining power that turns the entire bargaining process on its head, and, as noted below, can have severe economic consequences for employers and employees.

2. What the Evidence Shows: The Mercatus Study

In May 2025, economists Liya Palagashvili and Revana Sharfuddin of the Mercatus Center at George Mason University published the most comprehensive recent synthesis of the empirical literature on union power and worker outcomes. Drawing on 147 peer-reviewed studies published between 1994 and 2024 in the top five economics journals and American Economic Association-affiliated publications, their working paper, "Do More Powerful Unions Generate Better Pro-Worker Outcomes?", reaches a conclusion that is both rigorous and sobering: short-term bargaining victories by powerful unions routinely convert into long-term losses for the very workers those unions purport to represent. The paper found that when unions wield excessive bargaining power in collective bargaining negotiations and deliver "big wins at the bargaining table," companies do not absorb these costs indefinitely but rather respond "by trimming R&D, cutting capital, reducing company growth, and ultimately shrinking jobs for unionized workers."

The harm documented by Palagashvili and Sharfuddin arises not from collective bargaining per se but specifically from situations where unions' leverage is so significant that companies end up agreeing to contract terms that may harm them and their employees. Unions obtain this leverage at the bargaining table in specific situations because of the costs they threaten to impose on companies in the form of strikes, public relations attacks on the company, political pressure, and litigation. **The FLCA creates this union leverage in every single contract negotiation across the country by removing the employer's ability to refuse to agree to specific contract terms it finds unsustainable.**

The study also addresses worker preferences directly, citing survey evidence from Freeman and Rogers (2006) that workers consistently preferred unions that cooperated with management over powerful adversarial ones, even when the adversarial union won larger wage increases. An MIT survey from 2017 found that union political activity and strikes were the only two factors that made workers less likely to view organized labor favorably. The picture that emerges is of workers who want better pay and working conditions but do not necessarily want the model of confrontational monopoly bargaining that the FLCA would institutionalize.

3. The Rust Belt: The Definitive Historical Warning

The Mercatus study's empirical synthesis draws heavily on what is perhaps the most authoritative peer-reviewed examination of what happens when union monopoly power operates without an effective market check: Simeon Alder, David Lagakos, and Lee Ohanian's "Labor Market Conflict and the Decline of the Rust Belt," published in the *Journal of Political Economy* in 2023.

The paper's findings are stark. The Rust Belt's share of U.S. manufacturing employment fell from 51 percent in 1950 to 33 percent by 2000. This was not simply the story of a sector in decline. Manufacturing employment in the rest of the country held up substantially better over the same period, meaning the Rust Belt's losses reflected a shift within manufacturing, not merely a shift away from it. Alder and colleagues build a dynamic general equilibrium model to isolate the causes of this shift and reach a clear quantitative conclusion: labor market conflict — strikes, work stoppages, and

the wage premiums that reflected the leverage of the Rust Belt's unusually powerful union concentrations — accounted for approximately 55 percent of the region's manufacturing employment decline. Globalization played a role, but a secondary one, concentrated largely in the 1980s after most of the damage had already been done.

The data on unionization and work stoppages are particularly striking. Between 1973 and 1980, 48.1 percent of Rust Belt manufacturing workers were union members, compared to 28.4 percent in the rest of the country. While unionization rates were roughly twice as high, work stoppage rates were seven times higher. The relationship was causal: industries and regions with higher rates of labor conflict experienced substantially lower employment growth, a relationship that held after controlling for industry fixed effects, climate, and initial industry concentration. And when the Rust Belt's labor conflict moderated in the 1980s — as wage premiums fell and work stoppages subsided — the region's employment decline stabilized.

The message for the FLCA debate is direct. The bill would institutionalize, at a national level and in the private sector's most dynamic first-contract situations, the same circumstances that produced the Rust Belt's collapse. By removing the employer's ability to walk away from excessive demands — replacing the negotiating table with an arbitration panel — it replicates the unchecked monopoly leverage that drove manufacturers out of the Midwest.

The Rust Belt is not an abstraction. It is a documented outcome. The FLCA is a proposal to reproduce the conditions that created it.

4. Small Businesses Are Particularly Vulnerable

The FLCA's burden does not fall equally. Large employers — with sophisticated legal departments, the financial capacity to absorb adverse arbitration awards, and the operational scale to spread contract costs across large workforces — can navigate an arbitration proceeding, even an unfavorable one, and survive. Small and mid-sized employers cannot.

For a regional logistics company, a small food processor, or a mid-sized construction firm suddenly subject to arbitrated first-contract terms calibrated to the largest union contracts in the industry, the FLCA's awards are not a cost to be managed. They are a potential existential threat. There is no small-business carve-out.

The U.S. Chamber of Commerce has observed that FLCA mandates "could force employers into expensive, long-term agreements that include risky pension plans and big spending. That kind of pressure can stop businesses from growing, hiring, or even making payrolls." For small and mid-sized employers, that observation is not rhetorical. It is a description of arithmetic.

B. Case Studies: When Union Demands Went Too Far

The Mercatus study does not limit itself to historical analysis. It grounds its theoretical framework in a series of contemporary case studies documenting what happens, in the current moment, when union monopoly power delivers seemingly transformative bargaining victories. In each case, the

pattern is the same: record-breaking contracts, followed within months or years by large-scale layoffs, decreased investments, and business closures. No single factor explains a company's restructuring decisions – and correlation is not causation, but when the pattern is this stark and commonplace, it is not coincidence. It is the market's response to costs that were unsustainable from the moment they were imposed.

1. UPS: The Teamsters Contract and the Network Reconfiguration

In the summer of 2023, UPS and the International Brotherhood of Teamsters reached a new five-year contract, which was hailed as one of the most significant labor victories in recent memory. Full-time driver pay rose substantially; part-time pay floors were raised; new benefits were added. Just five months later, on January 30, 2024, UPS announced it was cutting 12,000 jobs to realize $1 billion in cost savings. Then, on January 30, 2025, the company disclosed what it called the "largest network reconfiguration" in its history — a restructuring that "could result in the closure of up to 10 percent of our buildings, a reduction in the size of our vehicle and aircraft fleets, and a decrease in the size of our workforce." The *Wall Street Journal* captured the dynamic in a February 2025 headline: "Reality Bites UPS and the Teamsters."

Under the FLCA's arbitration framework, an arbitrator setting the terms of a first contract for any newly organized logistics employer would look to the Teamsters-UPS agreement as the "comparator wages" standard. The employer would have no ability to negotiate trade-offs, no ability to account for differences in business model or volume, and no path to declining terms that proved unaffordable in practice.

2. Stellantis: The One-Year Reckoning

The 2023 UAW strike against the Big Three automakers — Ford, GM, and Stellantis — lasted 46 days and produced record wage increases, enhanced benefits, and other gains that Stellantis management had previously characterized as financially unsustainable. One year later, in November 2024, Stellantis laid off 1,100 workers at its Toledo South Assembly plant — the Jeep Gladiator facility in Ohio. The company cited high inventory levels and reduced earnings. The timeline from "historic contract" to "mass layoff" was twelve months.

Since the contract negotiations, the three automakers have announced thousands of other layoffs. The combined post-contract figure across all three companies, blending temporary and permanent layoffs, is somewhere well north of 10,000 UAW hourly workers – and potentially as high as 20,000.

The UAW's strike against the Big Three cost the companies billions in lost production — a cost ultimately borne not only by the automakers but by workers in the supply chain and communities dependent on those facilities. Under the FLCA, no strike is required to impose these terms on the next employer. An arbitrator applies the comparator standard, and the new employer receives a contract calibrated to companies far larger, with legacy workforces and cost structures that a newly built facility can never replicate.

3. Boeing: $9.7 Billion and 10 Percent of the Workforce

In the fall of 2024, members of the International Association of Machinists and Aerospace Workers (IAM) District 751 struck Boeing's West Coast facilities. The work stoppage lasted 53 days, halting most jet production at Boeing's commercial airplane facilities and costing Boeing and its supply chain an estimated $9.7 billion, according to analysis by Anderson Economic Group. The IAM's members ultimately ratified a new four-year contract. One month after the strike ended, Boeing announced it was laying off 10 percent of its global workforce — approximately 17,000 people. CEO Kelly Ortberg stated plainly that the company's business required "structural changes."

The sequence — costly strike, transformative contract, mass layoff — is by now familiar. Short-term bargaining victories, delivered without reference to what the employer can sustain, produce downstream employment losses that fall hardest on the workers the union set out to help.

Under the FLCA's arbitration framework, an arbitrator has no obligation to weigh these downstream consequences. The bill provides no mechanism for holding an arbitration panel accountable if the contract it imposes proves unaffordable. It simply moves on to the next employer.

4. Yellow Freight: The Endpoint

The cases above illustrate a cycle. Yellow Freight illustrates where the cycle ends. On August 6, 2023, Yellow Corporation — the third-largest less-than-truckload freight carrier in the United States, generating over $5.2 billion in operating revenue in 2022 — filed for Chapter 11 bankruptcy. It was the largest bankruptcy in trucking history. Thirty thousand employees lost their jobs, including 22,000 Teamsters members.

Yellow alleged in its bankruptcy filings and subsequent litigation that the Teamsters, under the direction of IBT President Sean O'Brien, had "unjustifiably blocked, for over eight months" the company's "One Yellow" restructuring plan — a proposal to consolidate the company's four operating subsidiaries into a single network in order to compete against non-union carriers. The company alleged that O'Brien was willing to let Yellow fail in order to demonstrate strength ahead of upcoming negotiations with UPS and TForce. On November 5, 2025, the U.S. Court of Appeals for the Tenth Circuit revived Yellow's lawsuit against the Teamsters, reversing a lower court dismissal and finding that Yellow's amended complaint adequately pleaded that the union had repudiated its collective bargaining obligations. Yellow is seeking at least $1.5 billion in lost enterprise value.

The pension dimensions of the Yellow collapse are equally relevant to the FLCA debate. Upon bankruptcy, Yellow faced $6.5 billion in withdrawal liability claims from eleven Teamsters multiemployer pension plans. Federal Bankruptcy Judge Craig Goldblatt ruled in September 2024 that Yellow must pay at least some of that liability. The Central States Teamsters pension fund, which held approximately $5 billion of those claims, had itself received a $35.8 billion taxpayer bailout under the American Rescue Plan just months before the Yellow collapse — yet still is projected to be solvent only through 2051.

Heritage Foundation researcher James Sherk predicted exactly this dynamic in 2009, when writing about EFCA's identical arbitration provision: that arbitrators following existing CBA precedents in trucking, construction, and food service would funnel newly organized employers into the same severely underfunded multiemployer pension plans that had accumulated these liabilities.

Yellow is the documented endpoint of that pipeline. The FLCA would reopen it for every newly organized employer in industries where multiemployer plans are standard.

C. The VW Chattanooga Hypothetical: What an Arbitrator Would Have Done

1. What Actually Happened: 22 Months to a First Contract

In April 2024, workers at Volkswagen's assembly plant in Chattanooga, Tennessee, voted to be represented by the UAW — the first successful UAW organizing drive at a foreign-owned auto plant in the American South. VW had no prior experience as a unionized employer in the United States. What followed was a textbook example of complex and difficult, but ultimately productive, voluntary bargaining.

Negotiations ran from April 2024 through February 2026 — twenty-two months. Workers voted in October 2025 to authorize a strike, fourteen months into talks, reflecting genuine frustration with the pace. VW submitted its final offer in late 2025. A tentative agreement was reached on February 5, 2026, and ratified on February 19–20, 2026, by 96 percent of voting members. The contract that workers voted to accept — overwhelmingly — reflected terms calibrated to VW's actual circumstances as a single, newly built plant competing against non-union Southern transplants and VW's own German home production.

VW made its negotiating position explicit throughout: "We are a single factory that must remain competitive in an uncertain economy. We won't agree to anything that could limit our ability to invest in Chattanooga in the future." The final contract delivered a 21.6 percent compounded wage increase over four years, a top production wage rising from $34.02 to $39.41 by 2030, a COLA provision capped at 45 cents, a $4,000 ratification bonus, and improved healthcare and job security language.

2. What an Arbitrator Would Likely Have Imposed Instead

Under the FLCA's 90-day window, arbitration would have been triggered by approximately July 2024 — nineteen months before VW submitted its final offer, and before the parties had resolved the most fundamental structural questions about wages, benefits, and operational flexibility. An arbitrator directed to consider "wage and benefit standards from similar businesses" would likely have looked first to the 2023 Big Three-UAW contracts — the most recent, most comprehensive, and most visible comparator agreements in the American auto industry.

The table below sets out the terms of the Big Three agreements alongside VW's final negotiated outcome, with an assessment of the arbitration risk at each term.

Term	Big Three UAW (2023)	VW Final Offer (2026)	Arbitration Risk
Wage increase	~25% compounded	~21.6% compounded	Arbitrator anchors toward 25%
COLA structure	CPI-indexed quarterly, uncapped	Capped at 45¢, non-compounding	Arbitrator applies uncapped structure
Top production wage (end of contract)	~$42.60/hr (Ford assembly)	~$39.41/hr	~$3.19/hour gap
Two-tier abolition	Yes — top pay in 3 years	Addressed; different structure	Structural imposition risk
Outsourcing moratorium	Yes	Job security language only	Stronger restriction risk
DEI program MOU	Yes — Appendix X (Ford)	Not confirmed in VW contract	Political provision risk
Investment commitments	$8.1B across all Ford plants	Single-plant language	Mismatched scale

Sources: UAW, Chattanooga Times Free Press, CBT News, CBS News, Federal Reserve Bank of Chicago

The structural mismatch between these two employers cannot be overstated. VW Chattanooga employs approximately 3,000 workers at a single facility in a lower cost-of-living state. Ford's UAW-represented workforce exceeds 57,000, spread across dozens of plants with decades of established labor relations, legacy retiree populations, and cost structures built around COLA provisions that have been in place since the 1970s. The Big Three contracts were negotiated in light of those specific facts. An arbitrator applying Big Three terms to VW would be importing cost structures from a fundamentally different industrial context — and doing so without any ability for VW to decline.

The VW case illustrates the FLCA's core problem with unusual clarity. Twenty-two months of voluntary bargaining produced an agreement that 96 percent of workers voted to ratify. The FLCA would have short-circuited that process at month three and would likely have replaced it with a government-imposed contract based on inapplicable comparators — delivering, at best, a contract no worker ever voted on, and at worst, terms that could have imperiled VW's willingness – and ability – to continue investing in Chattanooga.

D. The Insider-Outsider Problem: Union Contracts Harm Young and Future Workers

The economic literature on union contracts, synthesized by Palagashvili and Sharfuddin (2025), documents a systematic pattern through which powerful union agreements benefit current, senior

members — "insiders" — at the direct expense of younger workers, new entrants, and the workers who will seek employment at the firm in the future — "outsiders."

Job security clauses, seniority-based promotion structures, and restrictive work rules all operate, in practice, as barriers to employment for workers who do not yet have a place in the bargaining unit. Topel and Ward's 1992 study in the *Quarterly Journal of Economics* found that early-career job transitions account for a large fraction of wage growth among young men — precisely the kind of mobility that entrenched union contracts suppress. An arbitrated two-year contract that locks in seniority structures calibrated to the existing membership's interests forecloses opportunity for the next generation of workers, who have no seat at the table and no vote on the outcome.

Italy's experience with labor market liberalization offers a useful inverse illustration. When Italy loosened its rigid union job security laws in recent years, employment increased — particularly among younger workers who had previously been shut out of covered positions. The FLCA would push the American labor market in the opposite direction, imposing at the moment of first-contract arbitration exactly the seniority and security structures whose relaxation, elsewhere, has demonstrably opened doors for younger workers.

E. Forced Enrollment in Underfunded Multiemployer Pension Plans

In industries where multiemployer pension plans are standard — trucking, construction, food service, building trades — an FLCA arbitrator following existing CBA comparators would almost certainly direct newly organized employers to participate in those plans. The employer would have no ability to decline, no opportunity to assess the plan's funded status before the obligation attaches, and no meaningful recourse after the fact.

The Yellow Freight bankruptcy makes concrete what this exposure looks like at scale. Yellow's withdrawal from eleven Teamsters multiemployer pension plans upon its 2023 bankruptcy triggered $6.5 billion in withdrawal liability claims. The Central States Teamsters pension fund alone held $5 billion of those claims — after having received a $35.8 billion taxpayer bailout under the American Rescue Plan in December 2022. Despite that infusion, the fund is projected to be solvent only through 2051.

Workers newly enrolled in such a plan via arbitration would be enrolled in an obligation they never chose, whose financial condition they cannot independently verify, and whose long-run insolvency risk they will ultimately bear alongside the current participants. As stated earlier, Heritage Foundation researcher James Sherk predicted this specific outcome in 2009, writing about EFCA's identical arbitration provision: that arbitrators following trucking CBA precedents would funnel new employers into the same underfunded multiemployer plans that had accumulated these liabilities. The Yellow bankruptcy is the realized version of that prediction. The FLCA would reproduce the mechanism – and likely the result.

F. The FMCS Capacity Problem: An Administrative Failure Baked In

The FLCA's proponents have not grappled seriously with what mandatory FMCS mediation would actually require. According to FMCS's own FY2026 budget request, the agency had approximately 191 employees in 2025 and is requesting funding for only 18 employees for 2026. The FLCA would direct this agency to administer mandatory mediation for every first-contract dispute arising among the roughly 33 million businesses that constitute the U.S. employer universe. There is no staffing plan, no funding mechanism, and no plausible pathway to the capacity this mandate would require.

The administrative absurdity is compounded by a direct policy contradiction. On March 14, 2025 — just ten days after the FLCA's introduction — President Trump signed an executive order directing the elimination of FMCS's non-statutory functions "to the maximum extent consistent with applicable law." Congress is thus being asked to mandate a massive expansion of an agency that the executive branch is simultaneously seeking to shrink toward a skeletal statutory core.

The practical result would be an arbitration pipeline that cannot function at scale. Cases would queue, deadlines would be missed, and the delays produced by the FLCA's own administrative machinery would likely exceed the current average timeline for voluntary first-contract bargaining — the precise problem the bill purports to solve. The FLCA would not accelerate collective bargaining. It would replace one set of delays with another, while adding the costs, uncertainty, and adversarial dynamics of mandatory arbitration proceedings.

G. No Surprises Act: A Cautionary Tale

Congress has seen this dynamic play out before, in a different industry and with different parties, and the results were ruinous. The No Surprises Act, passed with bipartisan majorities to protect patients from unexpected out-of-network medical bills, included a mandatory arbitration mechanism through which doctors and insurers could resolve billing disputes before a government-approved arbitrator. The structure was straightforward: each side proposes a number, the arbitrator picks one, and the decision is final with no appeal. The incentive that structure created was equally straightforward — and identical to the one the FLCA would create in labor negotiations. Providers quickly recognized that submitting maximalist demands cost them nothing and won them far more than any negotiated rate.

Government data published by the Centers for Medicare and Medicaid Services and analyzed by Georgetown's Center on Health Insurance Reforms found that providers filed approximately 1.2 million arbitration cases in the first half of 2025 alone — against an original federal projection of roughly 17,000 cases per year — and won approximately 88 percent of them. A *Health Affairs* analysis estimated that the high volume of claims had generated at least $5 billion in excess healthcare costs through 2024; arbitrators, paid between $425 and $1,150 per case, earned $885 million in fees from 2022 to 2024 alone — creating their own financial incentive to keep cases flowing.

A *New York Times* investigation, published in April 2026, analyzed data on more than three million arbitration disputes. The authors documented individual awards that illustrated the dynamic in concrete terms: a neurosurgery practice received $333,000 for a diagnostic procedure for which the insurer had offered $2,660; a single plastic surgery practice won more than $1.4 million across five breast reduction surgeries, including one award of $440,000 for a procedure the same surgeon had previously performed for $30,000 or less for hundreds of other patients. These arbitrators approved awards that bore no relationship to market rates. The law's own co-author, Representative Frank Pallone (D-NJ-6), acknowledged that the arbitration mechanism had spiraled beyond its intent: "I'm still glad we passed the bill, because we got consumers out of it, but we need to rein in this arbitration process."

The No Surprises Act is a concrete example of how a mandatory arbitration system can be gamed and how it can veer dramatically off course from what Congress originally intended.

H. The Taxpayer Cost: Federal Administration, Pension Exposure, and Broader Economic Harm

The FLCA's costs are not limited to the employers and workers caught in its arbitration pipeline. They extend, in three distinct ways, to American taxpayers who have no party in the negotiations and no vote on the outcome.

Direct Federal Administrative Costs. The FLCA mandates that the FMCS administer mandatory mediation for every unresolved first-contract dispute in the American private sector — a universe that, as noted above, encompasses roughly 33 million businesses. FMCS is simultaneously being reduced to a skeletal statutory core by executive order. Congress has not appropriated — and the FLCA does not authorize — any funding to staff, equip, or scale the agency to meet this mandate. The result is a federally imposed obligation that can be discharged only through new appropriations. Taxpayers will fund the arbitrators, the mediators, the administrative infrastructure, and the inevitable litigation over procedural defects for a mandate they did not request and a mechanism that Congress has twice before declined to create.

Indirect Exposure through Pension Bailouts. The more significant taxpayer risk is indirect, and the precedent for it already exists. When Yellow Freight collapsed in 2023, the Central States Teamsters pension fund — holding approximately $5 billion in Yellow's withdrawal liability claims — had received a $35.8 billion taxpayer bailout under the American Rescue Plan just months earlier. That bailout did not prevent the fund's projected insolvency by 2051; it merely delayed it. The mechanism the FLCA would create — arbitrators directing newly organized employers into underfunded multiemployer plans as a matter of course — is precisely the mechanism that produces the pension liabilities that ultimately fall on taxpayers. Each new employer funneled into a plan with unfunded liabilities adds to an obligation that, as the Central States bailout demonstrates, Congress has shown it will not allow to collapse. The FLCA does not create this dynamic. It accelerates it, at scale, across every newly organized employer in industries where multiemployer plans are standard.

Broader Economic Costs. The least visible taxpayer cost is also the largest. When arbitrated contracts impose terms that employers cannot sustain, as the documented record at UPS, Stellantis, Boeing, and Yellow Freight demonstrates they can, the downstream consequences include mass layoffs, facility closures, and reduced investment in the affected communities. Each of these outcomes generates its own federal fiscal exposure: unemployment insurance claims, loss of payroll and corporate tax revenue, demand for social services in communities where the anchor employer has downsized or closed. The Rust Belt's manufacturing employment collapse — 55 percent of which Alder, Lagakos, and Ohanian attribute to labor market conflict — imposed fiscal costs on federal, state, and local governments that persisted for decades. The FLCA would not reproduce the Rust Belt's specific industrial geography, but it would reproduce the incentive structure that drove it: unchecked monopoly bargaining power, applied at the moment of maximum employer vulnerability, without a market mechanism to correct outcomes that prove unaffordable.

Taken together, these three cost categories describe a bill whose fiscal consequences are open-ended, whose administrative costs are unfunded, and whose indirect taxpayer exposure grows with every employer directed into an underfunded pension plan. The FLCA's proponents have not addressed any of them.

IV. PART TWO: NONECONOMIC CONSEQUENCES

A. Worker Rights: Elimination of the Worker Ratification Vote

The FLCA's most fundamental attack on worker rights is one its proponents rarely discuss: the complete elimination of the worker ratification vote for any contract produced by arbitration. Under current law, the democratic core of collective bargaining is the moment when workers themselves — not their representatives, not an arbitrator, not a government agency — vote yes or no on the proposed terms. It is the check that ensures the union's negotiators remain accountable to the membership. It is the mechanism that catches the gap between what a negotiating team accepts and what workers will actually live under.

Under FLCA arbitration, that check disappears entirely. The arbitration panel's decision is final and binding for two years, without a ratification vote. Workers cannot strike against an arbitrated contract, regardless of how objectionable its terms. Workers dissatisfied with an arbitrated agreement cannot begin decertification proceedings until the two-year term expires — trapped in representation they may not want, under terms they never approved.

In states without right-to-work protections, the situation is worse still. Arbitrators following existing CBA precedents in those states would likely include forced-dues provisions as standard terms, compelling workers to pay union dues to an organization whose contract they never voted to accept.

The most pointed testimony against the FLCA's elimination of ratification rights came not from a business association or a conservative policy organization but from a union shop steward testifying before the U.S. Senate Health, Education, Labor, and Pensions (HELP) Committee.

On October 22, 2025, Joshua Arnold — an eleven-year IAM District 837 member and shop steward at Boeing's St. Louis defense facility — testified before the Committee, invited by Senator Bernie Sanders (I-VT). During the hearing, when the topic of binding arbitration arose, Arnold did not mince words: a government-imposed contract that workers could not ratify or reject "would be removing the democracy in the workplace, which is the whole point of the union — giving the worker a say."

This is not a fringe position. Arnold was a Democratic witness at the hearing, speaking about a policy championed by his own party's leadership. His words reflect a concern shared by thoughtful union members across the labor movement: that a contract workers had no voice in approving is not a union contract in any meaningful sense. It is a government contract, imposed by bureaucratic fiat, that happens to use union terminology.

New polling from the U.S. Chamber of Commerce found that 90 percent of voters oppose government-mandated union contracts that workers themselves do not approve. The FLCA is precisely such a mandate. Its supporters owe workers a more honest accounting of what they are proposing to take away.

B. The Foundational Principle under Attack

The NLRA's voluntary bargaining framework, in place since 1935, rests on a principle that is both foundational to American labor law and foundational to American contract law: neither party can be compelled to agree to any specific term or to reach a final agreement. The government can require good-faith effort. It cannot dictate the outcome. The FLCA would discard this principle for first contracts, replacing mutual consent — the very foundation of an enforceable agreement — with government imposition.

This is not, as the bill's proponents frame it, a procedural acceleration of the bargaining process. It is a structural transformation of the employer-employee relationship with no precedent in American private-sector labor law. As Senator Morse noted in 1963:

> [I]f you go into arbitration – and there are some who want to go into compulsory arbitration – you are taking away from the parties, management, and labor, some very precious freedoms. You are substituting a third party and asking that third party, in effect, to tell them how they are going to run their business, and under what conditions they are going to work. That is a dangerous situation. It is a situation that attacks, in my judgment, some basic foundations of economic freedom in this Republic. Congressional Record, February 20, 1963, 2632.

C. Constitutional Dimensions

The FLCA's constitutional vulnerabilities are substantial. Richard Epstein, one of the most distinguished property rights and contract law scholars in the United States, analyzed the identical EFCA arbitration provision in 2008 and concluded that it is constitutionally infirm on multiple grounds. The intervening years, and a significant body of Supreme Court precedent on the structural limits of delegated authority, have only strengthened that assessment.

Takings Clause. The government imposition of specific contract terms on a private employer without consent implicates the Fifth Amendment's Takings Clause. Contract rights are property. Compelling an employer to accept specific contract terms, including potential commitments to fund pension plans, provide specific benefits, or accept operational restrictions, without compensation constitutes an uncompensated taking of those property rights. This argument requires precision: regulations routinely constrain private contracts, and minimum wage laws or mandatory benefit requirements are not takings merely because they limit what employers can offer. The FLCA is different in kind, not just degree. Ordinary employment regulation sets a floor and leaves the parties free to bargain above it. The FLCA replaces bargaining entirely, substituting a government-imposed outcome for the parties' own agreement and extinguishing the employer's right to decline any specific term. That is not regulation of a contract. It is compelled execution of one.

Vesting Clause and Appointments Clause. The more substantial structural defects arise under Articles I and II of the Constitution. The Vesting Clauses require Congress to exercise all legislative power and the Executive to exercise all executive power; neither can be delegated to private parties

unless those parties remain subordinate to a government official, meaning the official retains the ability to review, reject, or modify the private party's decision. The FLCA satisfies neither condition. Once the arbitration panel issues its award, the decision is final. No agency can review it. No official can modify it. The parties have no appeal to any branch of government. The arbitrators are not subordinate — they exercise unsupervised authority over binding employment terms with the force of law. That is a Vesting Clause problem of the first order.

It is also an Appointments Clause problem. Arbitrators under the FLCA exercise significant authority. They can determine wages, benefits, and working conditions for potentially thousands of employees for a two-year term. Officers exercising such authority must be appointed by the president, a court of law, or a department head. The FLCA uses a process that satisfies none of these requirements, as arbitrators are selected by the parties or, by default, by FMCS. Appointments Clause challenges have been among the most successful theories for constraining federal overreach in recent years, and the FLCA is directly in their path.

State Action and Workers' Constitutional Rights. A further defect arises from the FLCA's transformation of private contracts into state action. Collective bargaining agreements are today private contracts and need not comply with constitutional requirements. Because the FLCA would impose arbitrated contracts by statute — potentially over the objection of both parties — the resulting agreements would constitute state action and would be subject to constitutional scrutiny. This would cast doubt on many standard contractual provisions: internal grievance procedures would have to satisfy due process, and fair-share fee arrangements would have to survive First Amendment review.

The constitutional exposure extends to workers as well as employers. An arbitrator operating without the constraint of worker ratification could impose a no-strike clause — stripping workers of their most fundamental form of collective action — without the consent of the employees bound by it. Whether a government-compelled prohibition on work stoppage, imposed without worker agreement, raises Thirteenth Amendment concerns is a question the FLCA's drafters have not addressed. That they have not is itself telling: a bill that can plausibly implicate the constitutional prohibition on involuntary servitude is a bill whose authors have not thought carefully enough about what they are proposing.

Contract Doctrine. The Heritage Foundation's 2025 labor law reform analysis raises a further concern rooted not in constitutional law but in basic contract doctrine: mutual assent — the agreement of both parties to specific terms — is a required element of an enforceable contract under common law. A contract imposed by government fiat, without the consent of the parties, may be legally unenforceable in ways the FLCA's drafters have not accounted for, creating enforcement confusion that compounds the bill's other deficiencies.

D. The Political Agenda Problem: FLCA as a Vehicle for Union Political Demands

1. No Check on Politics in Contracts

The FLCA's arbitration requirements have a glaring structural flaw that its proponents have not addressed: there is no filter on what a union can demand or an arbitrator can order including provisions that have nothing to do with wages, hours, or working conditions in any traditional sense.

This is not a theoretical concern. In the current moment, unions across multiple industries have actively negotiated contract provisions on immigration enforcement, diversity, equity, and inclusion (DEI) initiatives, and gender-affirming healthcare, all of which may conflict with federal and state government policy and enforcement positions. Below we provide examples of such demands. Under current law, an employer can decline to agree to such provisions. Under the FLCA, an arbitrator would face them as established contract standards with no statutory basis for exclusion.

Moreover, once adopted in one contract, these provisions can and likely will proliferate given the FLCA encourages arbitrators to look to other contracts. A warrant requirement for ICE access, bargained by a single Teamsters local in Seattle, becomes the comparator for a food processing plant in Georgia or a Memorandum of Understanding from a Ford motor plant becomes the baseline for an auto supplier in a right-to-work state. This is not collective bargaining. Activists are being given a means to force their political agenda onto others and are bypassing the electoral process to do so.

2. Immigration Enforcement: Demanding Employers Block ICE

In June 2025, workers at Mauser Packaging Solutions' Chicago facility — represented by Teamsters Local 705 — went on strike. Among the unresolved contract demands was language requiring ICE to present a judge-signed judicial warrant before accessing company property. Workers voted 120 to 0 to reject Mauser's final offer, with the union's chief negotiator explicitly citing "watered down language on ICE having access to company property without a judicial warrant" as one of the central issues. The strike ended in November 2025 when Mauser announced permanent plant closure — the employer consent check functioned, at the cost of every job in the facility.

What is significant for FLCA purposes is that Local 705 explicitly framed its ICE warrant demand as replicating language already bargained by Seattle Teamsters Local 117. That contract is now in the record. An arbitrator evaluating a first contract for a comparable food or packaging facility in any state could encounter that provision as an established comparator standard, with no statutory basis to exclude it from a binding award. UFCW locals in California have pursued similar provisions in negotiations with El Super grocery stores.

3. Gender-Affirming Healthcare: Mandating Coverage Conflicts

UAW Local 4811, representing academic student employees across the University of California system, has included in its active bargaining demands an explicit provision to "protect workers' access to essential healthcare services including gender-affirming care, birth control, and abortion."

The UC system is simultaneously under pressure from a Trump administration DOJ settlement proposal that would require the elimination of gender-affirming care for patients under eighteen and the removal of affirmative action in hiring and admissions. In response, Local 4811, Teamsters Local 2010, and eighteen additional UC system unions filed suit against the Trump administration. There is no provision of the FLCA that allows the arbitrator to exclude coverage mandates that conflict with current federal policy even though inclusion could trigger a government enforcement action against the employer.

4. DEI Provisions: From Ford's Contract to the Nation's First Contracts

The 2023 Ford-UAW master agreement — the definitive "comparator" document in the American auto industry — includes, as Appendix X, a "Joint Diversity, Equity, and Inclusion Program Memorandum of Understanding." This is a contractually binding DEI program embedded in an 865-page, 313-line-item collective bargaining agreement, and it is precisely the kind of non-wage political provision that an employer, absent compulsion, would decline to accept.

Under the FLCA, an arbitrator has no statutory authority to filter out such provisions. If they appear in the comparator contract, they are available for inclusion in the award. An arbitrator applying the Ford contract as the comparator for a newly organized auto supplier or assembly plant would encounter Appendix X and face no statutory basis to exclude it from the award, creating a direct conflict with the Trump administration's January 2025 executive orders on DEI in federal contracting and workplace settings.

V. CONCLUSION

The Faster Labor Contracts Act does not accelerate collective bargaining. It replaces it. In place of voluntary negotiation, it substitutes a government-managed pipeline terminating in compulsory arbitration. In place of worker ratification votes, it substitutes bureaucratic finality. In place of market-calibrated employment terms, it substitutes comparator-based awards drawn from the most aggressive union contracts in each industry, with no filter for political content, no ability-to-pay floor, and no accountability if the outcome proves unaffordable.

The economic record is unambiguous. When union monopoly power operates without the market check that voluntary bargaining provides, the result is not a permanent improvement in worker welfare. It is a short-term wage gain followed by capital flight, reduced investment, and downstream job losses. This is not a theoretical prediction. It is the documented history of the Rust Belt, where labor market conflict accounted for 55 percent of the region's manufacturing employment decline between 1950 and 2000. It is the recent experience of UPS, Stellantis, and Boeing, where record-breaking contracts preceded mass layoffs within months. It is the final chapter of Yellow Freight, where 30,000 workers lost their jobs, $6.5 billion in pension liabilities fell on a bankrupt estate, and $35.8 billion in taxpayer funds were required to backstop a pension fund that still is projected to be solvent only through 2051.

The noneconomic record is equally clear. Workers who cannot vote on their own contracts are not workers who have been empowered. They are workers who have been pushed aside. It bears repeating that Josh Arnold, the union shop steward testifying before the Senate HELP Committee, said it plainly: removing workers' ability to vote on their own contract "would be removing the democracy in the workplace, which is the whole point of the union — giving the worker a say." That critique came from a real worker who is supportive of organized labor and who was invited to the hearing by the FLCA's Democratic champions.

Congress has considered this mechanism twice before. It declined to enact it as part of EFCA, even when Democrats held a Senate supermajority. It declined it again in the PRO Act. The FLCA offers the same mechanism with Republican co-sponsors' names attached. The evidence that has accumulated since those earlier debates — in peer-reviewed economics journals, in bankruptcy courts, on factory floors from Toledo to Chattanooga — does not strengthen the case for compulsory arbitration. It strengthens the case against it.

Members of Congress who care about workers' wages, workers' democratic voice, and the survival of the employers who create the jobs that make those wages possible should oppose the Faster Labor Contracts Act.

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Op-Ed Summary

State	Number of Op-Eds	Media Outlet(s)	Publication Date
National	9	Washington Examiner The Hill Wall Street Journal Washington Examiner Washington Examiner Washington Post The Hill Wall Street Journal Wall Street Journal	May 28, 2026 May 28, 2026 May 25, 2026 May 1, 2026 April 29, 2026 April 8, 2026 October 31, 2025 October 17, 2025 October 7, 2025
Alaska	2	Peninsula Clarion; Juneau Empire	October 24, 2025; October 18, 2025
Kansas	1	Topeka-Capital Journal	October 18, 2025
Louisiana	1	The Hayride	April 30, 2026
Minnesota	1	Monticello Times	April 30, 2025
Missouri	1	The Missouri Times	October 15, 2025
New York	1	Mid Hudson News	April 26, 2026
North Carolina	1	Neuse News	June 3, 2026
Ohio	3	The Ohio Star My County Link Versailles Policy	April 18, 2026 April 14, 2026 October 15, 2025
Oklahoma	1	Tulsa Today	September 29, 2025
Pennsylvania	1	Broad + Liberty	April 22, 2026
West Virginia	5	Wheeling News-Register; Legal Newsline; Loot Press Exponent Telegram; Weirton Daily Times	May 3, 2026; May 4, 2026; April 29, 2026 October 18, 2025; October 18, 2025

NATIONAL

Washington Examiner

Faster Labor Contracts Act would silence workers' voices and empower bureaucrats

Rachel Greszler | May 28, 2026

Having secured seven Republican signatures on their discharge petition, Democratic lawmakers just secured an imminent vote on the Faster Labor Contracts Act — a union leaders' pipedream that was considered too radical to pass Congress even under the Obama-era Democratic supermajority.

This legislation would allow unelected, uninformed federal bureaucrats to set the terms of union contracts if the parties can't reach an agreement within 90 days of negotiations and 30 days of mediation. The result could be lost jobs, failed businesses, and a dictatorial union contract process.

For all labor unions' posturing about democracy in the workplace, they're lobbying hard for a bill that would give individual workers even less of a voice.

Nearly all union constitutions and bylaws require a majority of union members to vote in favor of a collective bargaining agreement before it's ratified. But under the Faster Labor Contracts Act, any negotiations that result in forced arbitration would leave workers without a vote on their binding employment terms.

This would come on top of unions already preventing individual workers from dealing directly with employers on their own terms because, even if workers don't want union representation, the union has a monopoly on worker representation.

Since the Faster Labor Contracts Act would enable forced arbitration after just 120 days of negotiations and fewer than 10% of first contracts are achieved

within 120 days, according to a Bloomberg Law Analysis, that could leave a majority of workers without a vote on their new terms of employment.

The result in both cases — rushed contracts seeking to avoid arbitration or contracts determined by federal arbitrators who lack knowledge and experience about the workplace and industry they will determine binding contract terms over — will be inferior contracts that risk costing workers' jobs and ruining entire businesses.

While it's understandable that workers who have been overpromised by union organizers expect big changes and fast results, the 120-day limit to reaching a first contract is arbitrary and rushed. Consider the newly unionized workers at the Volkswagen plant in Chattanooga, Tennessee, who just voted in February 2026 to ratify their first contract 22 months after voting to approve union representation.

That contract is 249 pages long and contains 19 separate articles and 7 memoranda of understanding. Without sufficient time to consider the many facets of the business and workers' rights and compensation, a rushed contract decided by a federal arbitrator after 120 days of negotiations would not possibly have been as comprehensive and could have jeopardized Volkswagen's success, along with VW workers' compensation and jobs.

In healthcare, the workplace is particularly complex, and the stakes are incredibly high. Not surprisingly, first contracts take especially long in healthcare settings. Do we really want federal bureaucrats dictating the terms of employment and workplace operations when lives are on the line?

While forced arbitration for union contracts would be new in the private sector, there is a corollary in the public sector called "interest arbitration" that some states most frequently apply to police and firefighter labor disputes. It's

not entirely analogous because a government that imposes forced arbitration is also the employer and thus part of the contract negotiations. Moreover, governments aren't subject to the same bottom line as private sector companies because, unlike businesses, states generally can't go bankrupt.

Nevertheless, interest arbitration contracts have burdened state and local governments, arguably contributing to rising property tax rates in New Jersey, unfunded pensions in Chicago, and even municipal bankruptcy in Detroit.

In addition to inferior outcomes, it's not clear that the Faster Labor Contracts Act is even lawful.

Since mutual assent is a requirement of legally enforceable contracts and the Act could result in labor terms being imposed on parties without one or both or their assent, the Faster Labor Contracts Act would almost certainly face serious constitutional challenges.

Replacing private collaboration with government coercion might produce faster labor contracts, but conservatives should remember that every expansion of government power ultimately comes at the cost of personal freedom, market distortions, and unintended consequences. Imposing binding terms on private employers and workers without either of them approving of the terms governing livelihoods is centralized control masquerading as "worker empowerment."

Conservatives who value the freedom to contract, free enterprise, and a thriving marketplace should reject the temptation to side with union leaders' political priorities over the workers and businesses that would ultimately bear the consequences.

Rachel Greszler is a senior research fellow at the Plymouth Institute for Free Enterprise at Advancing American Freedom Foundation.

THE HILL

The Faster Labor Contracts Act disempowers workers
Thomas Beck | May 28, 2026

The Faster Labor Contracts Act, will soon get a vote in the House of Representatives, thanks to a discharge petition filed by Rep. Donald Norcross (D-N.J.). This proposal enjoys almost universal support from Democrats and from several Republicans. Rep. Brian Fitzpatrick (R-Pa.) promised the Teamsters union the bill would pass in the House, "That is a guarantee."

That would be unfortunate for working people, because the bill would deprive them of the ability to negotiate their terms and conditions of employment, substituting instead edicts from government-mandated arbitrators.

For more than 90 years, federal law has required that when employees form a labor union, their employer must negotiate in good faith about their wages and other terms and conditions of employment. When negotiations are concluded, the result is a contract called a "collective bargaining agreement." Over the last several decades, this process has led to contracts between the Teamsters and UPS, between the United Auto Workers and the Big Three automakers — and countless other contracts between labor unions and employers.

But labor unions are claiming the system is rigged against the workers they represent. Proponents of the Faster Labor Contracts Act assert that too many workers who choose union representation wait too long for a first contract. The bill's solution is alluringly simple: If negotiations don't result in a collective bargaining agreement within an artificially compressed timeframe of 120 days, employers and unions would be forced into binding arbitration, where government-mandated arbitrators dictate wages, benefits, scheduling, work rules, disciplinary systems, staffing, and other terms and conditions of employment.

Supporters present this proposal as a modest procedural reform. That's not true. The Faster Labor Contracts Act would fundamentally transform labor-management relations by replacing worker choice with government coercion.

The bill's most obvious defect is its egregious misnaming. Whatever is produced by statutorily compelled arbitration cannot be correctly characterized as a contract at all. A contract results from parties negotiating, compromising, and voluntarily agreeing to terms each can accept. That process is precisely what gives contracts legitimacy and durability.

The Faster Labor Contracts Act abandons that principle. Under its framework, if the parties fail to reach agreement within the prescribed period, federal arbitrators impose terms neither side may actually want. This is not a contract; it is coercive government regulation.

Put aside the misleading nomenclature, the bill is a solution worse than the supposed problem it claims to solve. Its advocates portray lengthy first-contract negotiations as evidence of employer obstruction. But there are legitimate reasons initial collective bargaining agreements take time to negotiate.

The parties may not be merely haggling over wages. Their negotiations are supposed to build a comprehensive workplace governance system — medical benefits, scheduling and overtime systems, subcontracting limitations, job classifications, layoff procedures, discipline standards, management-rights clauses, no-strike obligations, grievance and arbitration procedures, and dozens of other topics that are critical to workers and the business that employs them.

Those negotiations can be time-consuming precisely because the results matter so much to the parties involved.

Ironically, the Faster Labor Contracts Act undermines the very worker empowerment its supporters claim to champion. Under its compulsory arbitration, decisions are made by outsiders who know little about the preferences of employees and certainly don't stand in their shoes. Workers could find themselves bound by compensation systems, scheduling arrangements, and other workplace conditions they don't support but can't reject.

That's not workplace democracy. It's government disenfranchisement of American workers.

Moreover, the bill's mandated arbitrator would be an agent of the federal government. Consequently, any term the arbitrator imposes is a matter of "state action," meaning government coercion. If the arbitrator grants the union access to the employer's workplace for certain purposes, that's a government infringement on Fifth Amendment property rights and Fourth Amendment warrant requirements. If he requires the parties to show "mutual respect" and refrain from criticizing one another, that is a government infringement on free expression.

The Faster Labor Contracts Act also violates constitutional due process requirements by granting extensive regulatory power to private arbitrators with no oversight from any court or politically accountable government official. Imagine you're negotiating with a dealer for the purchase of a new car, and the federal government steps in to empower someone you don't know to tell you that you must purchase the car, exactly what model and features you will get, and the price you must pay. Also, imagine you have no way to appeal the decision and no one to appeal to. That's how the Faster Labor Contracts Act works.

A collective bargaining agreement negotiated freely often takes time. But achieving mutual agreement is not a bug in the collective bargaining process; it is a core feature. In contrast, the coercive Faster Labor Contracts Act is a bad idea, poorly executed.

Thomas Beck spent more than a decade leading labor relations for the nation's largest healthcare system. Prior to that, he served as chairman of the Federal Labor Relations Authority and practiced labor law at global law firm Jones Day.

WSJ | OPINION

The New Big Labor GOP

Editorial Board | May 25, 2026

The latest sign of Republican midterm panic is the surrender to Big Labor policies that unions couldn't pass when Democrats ran Congress and Joe Biden was President.

We told you last week about the Railway Safety Act, a classic featherbedding operation to mandate two engineers per freight train when Europe gets by fine with one. This JD Vance gift to the Teamsters passed the House Transportation and Infrastructure Committee last week, 54-11, after President Trump endorsed it with a social-media post.

On Wednesday seven House Republicans also crossed the aisle to hand unions the 218 votes they needed in a discharge petition to bypass a committee and send the Faster Labor Contracts Act (FLCA) to the House floor. The GOP Members who confuse the priorities of union bosses with the needs of union workers are West Virginia Rep. Riley Moore, New Yorkers Nick LaLota and Mike Lawler, Nebraska Rep. Don Bacon, Ohio Rep. Max Miller and Pennsylvania's Rob Bresnahan and Brian Fitzpatrick.

The law gives unions a bludgeon against business by mandating government arbitration if companies don't reach agreements on an approved timeline of when unions are first certified. If the employers and the union can't agree on a contract within 90 days, government would step in for mediation followed by binding arbitration. Individual workers are cut out of the process.

This is an invitation for unions to refuse to compromise on their demands because an employer can oppose a deal and still may have to accept it. Arbitrators often have minimal operating knowledge of a particular company, its constraints or its priorities for growth. Rulings can be based on industry trends and generalities. An arbitration panel decision would be binding on the parties for two years unless amended "by written consent of the parties."

The FLCA is a plank in the Big Labor PRO Act that failed to pass Congress in the Biden years. The bill is now likely to pass the House. The GOP Senate could kill it, but Josh Hawley (R., Mo.) is sponsoring the corresponding legislation there. The pro-union Republicans fancy themselves as tribunes for the common man, but they're really rubber stamps for labor bosses who are allies of the Democratic Party.

Washington Examiner

[How the Faster Labor Contracts Act could hurt workers]
Rachel Greszler | May 1, 2026

The federal government experienced its longest shutdown ever, 43 days, in 2025. And the Department of Homeland Security is currently on day 72 without funding due to Democrats' support for illegal immigrants and their obstinate refusal to fully fund enforcement of our immigration laws.

It's a difficult impasse, but since Congress has the exclusive "power of the purse," lawmakers have no choice but to negotiate. Consider what would happen if either party in Congress could choose to hand over Congress's authority to set federal spending levels to unelected federal arbitrators anytime the two sides fail to pass timely appropriations.

That's what the Faster Labor Contract Act would do to private companies and labor unions when the two sides fail to reach an initial agreement within an arbitrary and rushed time frame.

Federal law, the National Labor Relations Act, requires employers to bargain in good faith with union officials toward a collective bargaining agreement, but it does not mandate that the parties must reach an agreement.

Contracts can take a long time to negotiate because one or both sides are new to the process, have unreasonable demands, and are negotiating complex terms that will affect all future contracts. It's not uncommon for collective bargaining agreements to address dozens of workplace provisions (well beyond just pay and benefits) and to span hundreds of pages.
A Bloomberg Law analysis of first contracts reached between 2004 and 2021 found an average length of 409 days between election certification and contract ratification.

The Faster Labor Contracts Act would provide a maximum bargaining period of 120 days — 90 days of bargaining followed by 30 days of mediation — before either party could invoke mandatory arbitration. With each side

choosing its own arbitrator and, absent agreement on a third neutral arbitrator, the Federal Mediation and Conciliation Service selecting a supposedly “neutral” arbitrator, an unelected federal arbitrator would make the final determination on labor terms.

It’s understandable that workers who’ve been oversold by union organizers expect big changes and fast results in the form of a first contract. But the 120-day limit is arbitrary and rushed. Fewer than 10% of first contracts were achieved within 120 days, according to the Bloomberg analysis.

Certain industries, such as healthcare, where lives are literally on the line, can be especially complex and require more time. Since most contracts last three years or longer, failure to take the time to get things right can compromise the quality of products and services and increase the risk of future job losses or outright business failure.

Causing job losses and business failures is just one way that the Faster Labor Contracts Act could end up hurting the workers it aims to help.

In addition, there’s no guarantee that it will result in faster contracts because, while the bill limits negotiations, the arbitration timeline is unlimited. Bringing uninformed arbitrators up to speed on everything they need to know about the workplace, the employer’s risks and finances, and workers’ concerns could easily take months, if not a year or longer. Yet decisions made without this crucial information could be disastrous for the business and the union members.

Moreover, a lack of readily available arbitrators at the FMCS could contribute to delays, possibly resulting in slower contracts processed than might have occurred without government intervention.

And arbitration cuts workers from the negotiation and ratification process. Currently, nearly all union constitutions and bylaws require union members' ratification of collective bargaining agreements before they are signed and enforced. Under the Faster Labor Contracts Act, any negotiations that result in forced arbitration would leave workers without a vote on their binding employment terms.

If passed, the Faster Labor Contracts Act would almost certainly face constitutional challenges because mutual assent is a required element of a legally enforceable contract, and the act could result in labor terms being imposed on either or both parties without their assent. The government imposing terms on private parties could constitute state action, opening the door to free speech and freedom of association challenges to any arbitration-ordered resolution.

History shows that when the government replaces collaboration with compulsion, both workers and employers lose. Instead, policymakers should focus on supporting workers and employers by modernizing labor laws in ways that promote the freedom, dignity, and opportunity that make American work exceptional.

Rachel Greszler is a senior research fellow at the Plymouth Institute for Free Enterprise at Advancing American Freedom Foundation.

Washington Examiner

Republicans must not help Democrats gut workplace democracy
Vincent Vernuccio | April 29, 2026

House Democrats are trying to pull a fast one on Republicans.

On April 20, Democrats joined with union leaders to announce a so-called "discharge petition" on the Faster Labor Contracts Act. With strong Democratic backing for the petition, and if they can convince a handful of Republicans to join them, the House will be forced to vote on a bill that Democrats are calling "pro-worker." Yet, Republican representatives should know: The Faster Labor Contracts Act is a direct attack on workers' rights.

Don't take it from me. Take it from a union official who was invited by Democrats to testify at a congressional hearing last year. Sen. Bill Cassidy (R-LA) asked the shop steward, who's with the International Association of Machinists and Aerospace Workers, about the Faster Labor Contracts Act. The bill is so named because it imposes an expedited deadline for contract negotiations between businesses and unions.

If they can't reach an agreement in time, the federal bureaucrats would force the creation of an arbitration panel, which would then unilaterally impose a collective bargaining agreement. But workers wouldn't be allowed to vote for the contract, even though it dictates the terms of their employment. Voting on a contract is standard practice precisely because it lets workers make their voice heard and control their future.

Before Cassidy named the bill, he described what it would do. The shop steward replied that taking away the contract vote would mean "removing democracy from the workplace." He then said that democracy "is the whole point of the union." The shop steward may not have known then that the senator was describing a proposal that his own union supports. But he was absolutely right: Forcing a contract on workers without a vote is the opposite of workplace democracy.

That fact alone makes the Faster Labor Contracts Act a bad idea. But the bill wouldn't just take away workers' rights. It would also encourage both labor unions and businesses to bargain in bad faith. The calculus is simple: Either party could make impossible demands, knowing that the other party would refuse to meet them. Yet, they could hope that the federal government grants those demands when it unilaterally imposes a contract. As one former senior congressional staffer recently told the media, the Faster Labor Contracts Act could mean that "unions can be unreasonable and win." The same is true of businesses.

Yet whoever wins, workers could lose. For instance, if the contract leans heavily in favor of the union, it could leave a business unable to compete long-term. Research by labor scholar Liya Palagashvili shows that undue increases in union leverage like this can lead to short-term gains but often long-term harms for worker outcomes and business stability. That's the road to layoffs or bankruptcy, as workers have seen at companies ranging from Yellow trucking to UPS. On the flip side, if the contract leans toward business demands, workers could miss out on wage gains or benefits they otherwise could have gotten through negotiations.

Workers are supposed to vote on their contracts precisely so they can weigh such pros and cons. By taking away that vote, the Faster Labor Contracts Act would prevent them from making their own decision about what's truly in their best interest. They could recognize that the government's contract would hurt them, yet be forced to suffer anyway.

Workers would be better served by Congress focusing on policies that balance the playing field and give workers a voice, encouraging unions to compete for workers' support, and ensuring transparency and fairness in the process. But the Faster Labor Contract Acts would move labor law in the opposite direction, hurting workers in the process.

It remains to be seen if Democrats will succeed in convincing a few Republicans to join them in forcing a vote on this unfortunate bill. Yet, at the end of the day, no one should back this attack on the hardworking men and women who keep America strong and growing. Workplace democracy is a fundamental right, and if Democrats won't protect it, Republicans must hold the line for the sake of workers.

F. Vincent Vernuccio is president of the Institute for the American Worker.

The Washington Post

Democracy Dies in Darkness

A Bipartisan Bill that Would Hurt Employers and Unions

Washington Post Editorial Board | April 8, 2026

Democrats and some Republicans on Capitol Hill keep uniting behind bad ideas that would make workers worse off, and the Faster Labor Contracts Act is the latest example. In this case, however, the union bosses pushing for the law might accidentally reduce their own power.

The bill would mandate that workers sometimes be subjected to labor contracts that they never vote for. The idea is to reduce the amount of time it takes between a union being recognized as the collective bargaining agent in a workplace and the enactment of an agreement.

The National Labor Relations Act requires recognized unions and employers to negotiate in good faith, but it does not say how long that negotiating may last. In some cases, it can last years.

The bill would require negotiations to begin within 10 days of union recognition. That starts a 90-day timer to reach an agreement. Absent a deal, federal mediators step in. If they can't negotiate something in 30 days, then the dispute goes to binding arbitration.

Whatever the arbitrators decide would become the labor contract that all workers in the bargaining unit would be forced to abide by for two years. That means, just over four months after workplace democracy recognizes a union as the bargaining agent,

federal bureaucrats would be able to force a contract without workers voting to ratify it.

Employer groups are opposed to the legislation because there would be no recourse if the terms of the mandated contract force companies into bankruptcy. The bill also runs contrary to the fundamental principles, found in the Constitution and labor-relations law, that work contracts must be voluntarily agreed to.

Americans have a right to how to use their own labor. Wars have been fought in support of this principle.

Even though major labor unions support this legislation, it could cause problems for them, too. Last year in a hearing, Sen. Bill Cassidy (R-Louisiana) asked a union shop steward what would happen if workers lost the ability to vote to ratify a labor contract. The shop steward said, "That would be removing the democracy from the workplace."

It also removes power from unions and employers to negotiate. Federal arbitrators are not as intimately acquainted with the details of a given workplace as the union or the employer. Their job under this legislation would be to quickly split the baby, often based on insufficient information, in ways that could be impractical or harmful to the workplace.

Because of the monopolistic nature of American labor law, all workers in the bargaining unit — union members or not — would be bound by the contract that the arbitrators impose. This is not a power that the federal government should have.

Unions hope that the mere threat of arbitration would force employers to make concessions. It's not exactly a ringing endorsement of their own abilities to negotiate that they think they need this heavy-handed approach to make deals. And rather than being able to hold out indefinitely for better terms, the legislation would force unions to accept provisions from the arbitrators that they vociferously oppose.

The Faster Labor Contracts Act looks like it might have a path to get out of the House. Rep. Donald Norcross (D-New Jersey) is collecting signatures to use a discharge petition to force a vote. His underlying bill already has 17 GOP cosponsors, enough to secure a majority if all Democrats vote to approve it.

A Senate version was introduced by Josh Hawley (R-Missouri) and Cory Booker (D-New Jersey) but remains short of the 60 votes that would be required to pass. Thanks go again to the Senate filibuster for stopping a terrible idea that would erode the principle of free labor.

THE HILL

Even union officials don't support this union demand

Vincent Vernuccio | October 31, 2025

You'd think that union officials would support one of the labor movement's biggest demands. But even they balk when confronted with what it would mean for workers.

This truth was made clear last week in a high-profile Senate hearing. Sen. Bill Cassidy (R-La.) asked a shop steward from the International Association of Machinists and Aerospace Workers about the union demand for government-imposed arbitration when employers and unions can't quickly agree on a first contract. This policy is the basis of Sen. Josh Hawley's (R-Mo.) Faster Labor Contracts Act. In the same hearing, Sen. Tim Kaine (D-Va.), said that he's a "strong supporter" of Hawley's bill because it's aligned with Democrats' PRO Act — a wish-list of union leaders' priorities.

Cassidy explained this policy in real-world terms, saying that it would "take workers out of the process by removing the need to ratify a contract." He put a finer point on it by saying that if the government mandated arbitration, workers "cannot reject" the resulting agreement, even though it would be binding on them. "What would happen," he asked, "if workers lost that ability to ratify a contract?"

The union official didn't mince words: "that would be removing the democracy from the workplace." Then he doubled down: Such democracy "is the whole point of the union," he said, because it gives workers "a say." In a few short words, that union official, a Democratic witness, rejected one of the Democrats' and labor's biggest policy priorities.

I was testifying in the same hearing, and I struggled to contain my surprise. True, Cassidy had not mentioned the Faster Labor Contracts Act by name. Nor did he call out the PRO Act. But he didn't have to. By focusing on the actual policy instead of the bill name, he highlighted how unjust both Hawley's proposal and that of the Democrats really is. Each hurts workers in the name of helping them. When you strip away the window dressing, even a shop steward won't accept it.

And this was a shop steward from Hawley's home state of Missouri, brought in by Democrats to support their agenda, including Hawley's bill. If he can't support that anti-democratic reform, who can?

The timing couldn't have been more awkward. Just a few weeks earlier, the Senate had held another hearing that prominently featured a union president endorsing Hawley's bill. Yet awkward or not, the shop steward is right on the money. There's nothing fair or democratic about taking away workers' right to vote on contracts that dictate their jobs. There is nothing fair or democratic in letting government impose its will regardless of workers' wishes.

And a union shop steward isn't the only one who knows it — Americans do, too. New polling from the Chamber of Commerce shows that 90 percent of voters oppose government-mandated union contracts that workers don't approve. It makes sense: It's hard to support the gutting of workplace democracy.

That's not to say that workers don't need stronger protection of their rights. They most certainly do. But a real reform wouldn't put government in control at the back end of a union election. The better path is to put workers in control at the front end.

Workers really need the Employee Rights Act, which protects them in numerous ways. To start, it guarantees that unionization elections use the secret ballot, preventing the public "card check" voting system that encourages intimidation and harassment. It also lets workers decide what contact information union organizers receive, protecting their privacy and that of their families.

These are just a few of the pro-worker reforms in the Employee Rights Act, which Sen. Tim Scott (R-S.C.) introduced in the Senate in mid-October. This bill will ensure that workers' voices are truly heard.

The Faster Labor Contracts Act and the PRO Act would do the opposite, stifling workers' voices at the hands of the federal government. This isn't the pro-worker reform it's chalked up to be. But don't take it from me. Take it from the union official who admitted the truth — this union demand is anti-worker and undemocratic.

F. Vincent Vernuccio is president of the Institute for the American Worker.

WSJ | OPINION

U.S. Labor Law Needs a 21st-Century Update

Rachel Greszler | October 17, 2025

Mark Mix is right that empowering bureaucrats to impose labor contracts is the wrong way to help workers ("Josh Hawley Chooses Unions Over Workers," op-ed, Oct. 8). The Faster Labor Contracts Act would require federal arbitrators to dictate private contracts if employers and unions can't reach agreement within an arbitrary and unrealistic timeframe. The old adage to "measure twice, cut once" is especially relevant for multiyear labor contracts that can cover hundreds of bargaining provisions. Failure to assess the consequences properly ahead of time could result in lost jobs and failed businesses.

I was a witness at the Oct. 8 congressional testimony for the act. It wasn't lost on any of us that we were meeting during a government shutdown—the result of Congress's being unable to reach a budgetary agreement by deadline. Yet no one suggested that unelected bureaucrats be given power over the people's elected representatives to determine taxpayer spending. Why should it be any different for private-sector agreements?

American workers need labor law to reflect today's dynamic economy. Most of the relevant statues were written 75 years ago for a male-, union- and manufacturing-dominated workforce that no longer exists. The labor force now values flexibility and independence, not one-size-fits-all contracts or Washington control.

Instead of sanctioning compulsion in the form of Sen. Hawley's bill, Congress might look to such pro-worker modernizations as the National Right to Work Act and Employee Rights Act—both of which would help preserve the freedom, dignity and opportunity that make American work exceptional.

Rachel Greszler

Washington

Ms. Greszler is a fellow at the Heritage Foundation and Economic Policy Innovation Center.

WSJ | OPINION

Josh Hawley Chooses Unions Over Workers

Mark Mix | October 7, 2025

On Oct. 8, Teamsters Union President Sean O'Brien will again testify before the Senate Health, Education, Labor and Pensions Committee, where he nearly came to blows with a Republican senator in 2023. This time, Mr. O'Brien will be on his best behavior—he is now a Republican invitee testifying to promote the Faster Labor Contracts Act, sponsored by Sen. Josh Hawley (R., Mo.). Messrs. O'Brien and Hawley want to speed up contract negotiation by allowing federal bureaucrats to dictate terms.

The real injustice in union bargaining has nothing to do with the time it takes. The deeper problem is that union contracts apply to every unionized worker, even though many have legitimate reasons to want to reach agreements with their employers directly.

Some workers have enough merit to be paid more than their one-size-fits-all union contract allows. Others may object to the union's politics or feel the union doesn't adequately represent them.

Forced unionization harms these independent-minded employees, a problem that passing statewide right-to-work laws outlawing compulsory union payments addresses. Real national labor reform should ensure that union representation and paying union dues are voluntary for every American worker.

Messrs. Hawley and O'Brien would prefer to supercharge the coercive status quo. Under the Faster Labor Contracts Act, if a union contract isn't reached after 90 days of negotiation and 30 days of mediation, an arbitration panel overseen by federal bureaucrats would have the authority to draw up its own agreement and impose it on all parties for two years.

Does anyone think those bureaucrats would do a good job? They'd be required not only to understand a business's present needs, but also to anticipate future challenges. Putting businesses into a two-year bind crafted by uninformed arbitrators risks destroying companies and leaving employees jobless.

Eager to cozy up to union bosses, Mr. Hawley and other supporters of the bill take their cues from American Compass, a think tank that accepts money from

the left-wing Hewlett Foundation given to "move conservative thinking in a more worker-friendly direction." American Compass brought Mr. O'Brien on a podcast to promote Mr. Hawley's bill, while Daniel Kishi, an American Compass adviser, praised the bill as "an important step in the right direction."

The group pretends to be conservative, but its support for Mr. Hawley's bill represents a lack of ideological grounding. In 2020 American Compass defended organized labor as a means for combating big government, writing: "We prefer the private ordering of bargains between workers and management to overbearing dictates from Washington."

Yet now the organization backs Mr. Hawley's bill that would empower Washington bureaucrats to dictate overbearing "contracts" that could destroy businesses and jobs. Despite their claims, the bill's supporters aren't remotely interested in shifting power from Washington bureaucrats.

Their real goal is to give union officials more power, even over workers' objections and on federal bureaucrats' terms. There is nothing conservative or pro-worker about that.

Mr. Mix is president of the National Right to Work Committee.

ALASKA

PENINSULA CLARION

A place government doesn't need to stick its nose

Dennis DeWitt | October 24, 2025

I've spent much of my career advocating on behalf of Alaska's small and independent business owners at all levels of government. While this sometimes meant championing specific policy proposals to help Alaskan businesses and their employees, I found that, frequently, the best thing government can do is step out of the way. Unfortunately, there is a new proposal in Washington that would do just the opposite; the Faster Labor Contracts Act would subject private workplace negotiations to tight, arbitrary deadlines and could force workers and employers into contracts they never agreed to.

As its title suggests, the Faster Labor Contracts Act is intended to artificially "speed up" contract negotiations between employers and unions. It would force employers to begin bargaining with a new union in just ten days. If no agreement is reached in 90 days, the government steps in and forces mediation. And then, after another 30 days, the dispute goes to binding arbitration. That last part is especially unsettling, because it means an outside arbitrator would dictate wages, benefits, and workplace rules, and that workers could find themselves bound by contracts they never voted on.

That would hurt employees and businesses alike.

Under current law — which has been in place for almost a century — employers and unions are required to bargain in good faith, but neither side is forced to make concessions or agree to proposals. That's the way it should be. Labor negotiations are incredibly complicated and require time and attention to detail. Rushing the process can have disastrous consequences for workers and their employers.

Americans from all walks of life oppose this kind of heavy-handed government intervention into labor contract negotiations. A recent U.S. Chamber of Commerce survey found that a vast majority of voters oppose government-mandated union contracts without worker approval. Who can blame them? No outside arbitrator will ever understand the needs of workers and employers better than the people directly involved.

Perhaps nowhere is this more true than in Alaska. Our businesses operate in unique conditions, often involving remote worksites, seasonal challenges, and high transportation costs. When Washington steps in to rush the negotiation process and dictate labor contract terms, these important nuances can easily be overlooked. Small and medium-sized employers don't have teams of lawyers or federal lobbyists to navigate new rules that they might never have agreed to in the first place. Alaskans engaged in labor negotiations need ample time and flexibility, not Washington micromanagement.

Alaska's workers and businesses deserve the right to make their own choices. This bill could force both sides to agree to unfavorable terms. That's just wrong. The parties involved should have the chance to negotiate in good faith, on their own terms, without government deadlines or arbitration hovering over them. To me, that is common sense.

"Faster labor contracts" is just another way of saying "rushed labor contracts"; nobody wants that, and yet some in D.C. want to make it the law of the land.

I hope that our Alaskan Congressional Delegation in Washington, D.C. will oppose this misguided legislation. Whatever its sponsors' intentions might be, its consequences would be disastrous. The Faster Labor Contracts Act is bad for workers, bad for businesses, and bad for Alaska.

Dennis DeWitt is a former Alaska State Director for the National Federation of Independent Business (NFIB) and served in the administrations of Governors Hickel, Murkowski, and Palin and President Reagan.

JUNEAU EMPIRE

[A place government doesn't need to stick its nose]

Dennis DeWitt | October 18, 2025

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KANSAS

THE TOPEKA CAPITAL-JOURNAL

Kansas businesses and workers don't need DC intervention

Jake King | October 18, 2025

As a small business owner in Topeka, I know the importance of treating my employees well and fairly. I also know that when the government involves itself in how my business operates, it nearly always makes things worse, not better, for both me and my employees.

Unfortunately, Washington has a new proposal — the Faster Labor Contracts Act — which would do just that for businesses like mine across the nation.

This legislation is probably well-intentioned, but like so many past government interventions in the private sector, it would have massive and detrimental unintended consequences.

To speed up labor negotiations, it would force employers to begin bargaining with a new union in just 10 days. If no agreement is reached within 90 days, the process moves to mediation. If 30 more days pass without a finalized contract, the case is pushed into binding arbitration, where an outside arbitrator imposes a contract on the business and workers before it.

In other words, the most important parts of the employer-employee relationship — wages, benefits, workplace rules — would be dictated by a third party. Since labor contracts last for years, businesses and workers could be locked into terms that neither of them ever approved.

Thus, binding arbitration takes power away from businesses and workers and gives it to an entity with no connection to the company and employees that are in conflict. The process forces an agreement where there otherwise might not have been one and virtually guarantees that both sides will walk away feeling shortchanged.

As a business owner who cares deeply about his employees, I think this is wrong. The Faster Labor Contracts Act would make changes to the National Labor Relations Act (NLRA), which has been the law of the land for nearly a century. Under current law, employers and unions are required to negotiate in good faith but are never forced to make concessions or agree to proposals. That's common sense.

A labor contract that treats employers and employees fairly takes time to get right. That's because workplace agreements are immensely complex. Every detail matters and rushing the process to meet arbitrary deadlines set by Washington is not the answer.

I'm not alone in thinking that this kind of heavy-handed government intervention is a bad idea. A national survey released in September by the U.S. Chamber of Commerce found that 90% of voters oppose government-mandated union contracts that lack worker approval. Unfortunately, in many cases, this legislation would override workers' preferences.

Sen. Roger Marshall has long been a champion for working families and businesses here in Kansas. I hope that he will oppose this legislation and encourage his colleagues to do the same. Whatever its intentions, the Faster Labor Contracts Act (H.R. 5408 and S. 844) would be bad for both employers and their workers.

Labor contracts that both parties can accept take a lot of time and detailed negotiations — and no amount of legislation handed down from Washington can change that.

Jake King is the owner of the Tee Box in Topeka.

LOUISIANA

THE HAYRIDE
SOUTHERN POLITICS & CULTURE

[An Example Of A Big Government Overreach We Seriously Do Not Need]
Charlie Davis | April 30, 2026

I've watched Speaker Mike Johnson build a career rooted in exactly the kind of limited government principles that made Louisiana Republicans competitive in the first place. He knows what it looks like when Washington overreaches and the havoc it inevitably causes. Congress is now considering a bill—the Faster Labor Contracts Act (H.R. 5408)—that is a prime example of such overreach, and I urge him to lead the way in defeating it.

The Faster Labor Contracts Act is being sold as a commonsense fix for a real problem: workers sometimes wait too long for a first union contract after an election. The FLCA would set a federal clock on those negotiations—bargaining must begin within ten days, a mediator steps in if there is no agreement within 90 days, and if mediation fails, a government-appointed arbitration panel takes over and writes the contract. Employers and workers are bound to whatever that panel decides. You heard that right; a panel of unelected bureaucrats could decide the terms of a union contract without workers ever having the chance to vote on it. That's wrong. Such agreements would govern their wages and working conditions for the next two years. And if the workers didn't like what the panel came up with? Well, they'd be stuck with it.

As a small business owner, I can tell you that negotiating your own agreements, on your own terms, is something you can take for granted until someone starts threatening to take it away. The FLCA would give an obscure federal agency—the Federal Mediation and Conciliation Service—unprecedented new authority over private-sector labor relations. That expansion of federal bureaucracy runs counter to everything the Trump administration has been working toward since taking office. In fact, the President has now formally proposed eliminating it entirely; the newly released FY2027 budget proposal explicitly calls for the closure of the FMCS. The administration wants this agency gone—yet the FLCA would require a massive expansion of it.

The economic research backs up the concerns I have. A Mercatus Center analysis of 147 studies over three decades found that when union contracts are driven by outside pressure rather than mutual agreement, the result is slower job growth, reduced business investment, and a higher likelihood of layoffs down the road. Big wins at the bargaining table, secured by outsized union leverage rather than cooperation, have a way of costing workers more than they gained.

The FLCA also isn't a new proposal. It is a single provision pulled from the PRO Act, the Democrats' broad rewriting of labor law. That legislation has failed to make it into law for good reason—it would hurt the very workers it claims to protect.

I know Speaker Johnson understands what's at stake when Washington inserts itself into private agreements and starts writing the terms. A discharge petition (H.Res. 1140) is now circulating to force a floor vote in the House and members are being asked to sign. I urge him to send a strong message to the Republican caucus that the Faster Labor Contracts Act will hurt American workers and should be rejected.

Charlie Davis is the Secretary of the Republican Party of Louisiana and a Louisiana entrepreneur and small business owner.

MINNESOTA

Monticello Times

Process matters in labor law debate

Kip Christianson | April 30, 2026

Good governance does not happen by accident. City Council decisions that hold up over time are the ones that went through the process the right way — reviewed carefully and honestly, scored for cost, debated publicly, and made with a full understanding of the potential consequences. Shortcuts almost always cost more than they save.

This is just as true when it comes to federal law, which is why the Faster Labor Contracts Act (H.R. 5408) concerns me.

The bill is designed to speed up first-contract labor negotiations after a union election. Under its structure, bargaining must begin within 10 days. If no agreement is reached within 90 days, a federal mediator steps in. If mediation fails, a government-appointed arbitration panel would then impose a binding contract.

That is a significant change to how labor relations work in this country, and it is happening on a very compressed timeline. Speed may sound appealing, but it comes at a cost. Deadlines like these can create incentives to delay meaningful negotiation and push both sides toward arbitration rather than resolution. When the final outcome can be decided by a third party, the incentive to reach agreement at the table is diminished.

Equally concerning is how the bill is being advanced.

There has been no full committee process, no meaningful public vetting, and no independent cost analysis released to date. Instead, the bill's backers are pursuing a discharge petition — a procedural maneuver designed to bypass committee review and force a vote on the House floor. That may be allowed under House rules, but it avoids the kind of scrutiny major policy changes deserve.

That is not how good governance works — at the federal level, the local level, or any level.

From a local perspective, what troubles me most is what this approach would mean in practice. Collective bargaining works best when it reflects the actual conditions of a workplace: the industry, the regional economy, and the workforce.

A government-appointed arbitration panel operating on a deadline does not have that context. The likely result is more standardized outcomes for situations that are anything but standard.

The businesses and workers in central Minnesota deserve better than that.

Here in Minnesota, we pride ourselves on a strong work ethic and our ability to solve our own problems through due diligence and common sense. When Washington imposes a one-size-fits-all timeline and hands over final decisions to unelected arbitrators, it undermines that approach.

Beginning with his service on his own City Council, Rep. Tom Emmer has spent his career in public service emphasizing the importance of doing governance the right way. As House Majority Whip, he has consistently opposed the use of discharge petitions to advance legislation that lacks broad support within the conference.

He understands the value of building consensus and allowing the legislative process to work as intended. Members should follow Rep. Emmer's lead and allow the regular order process to play out.

As a Minnesotan from northern Wright County, I'm proud to be represented by Rep. Emmer. I am confident he will stand up for working Americans now, just as he has in the past.

Kip Christianson is a member of the Monticello City Council and a longtime Republican activist in Minnesota. He served as Trump deputy state director in 2024.

MISSOURI

The Missouri Times

[Missouri businesses and workers need flexibility in negotiating labor contracts]

Vinnie Clubb | October 15, 2025

As someone who works closely with Missouri farmers, ranchers, and community leaders, I know how important local businesses are to keeping our rural economy strong. From manufacturers to service providers, these employers provide good jobs and stability in towns like mine. That's why I'm concerned about the Faster Labor Contracts Act now being debated in Washington. While it is framed as a way to streamline workplace negotiations, it would, in practice, tie up Missouri businesses in red tape and hand control of critical decisions to Washington bureaucrats.

Supporters claim that this bill would speed up the negotiation process between employers and unions. In reality, the proposal would force an employer to begin bargaining with a new union in just ten days. If no agreement is reached within 90 days, the process automatically moves to mediation. And if 30 more days pass without a deal, the case gets sent to binding arbitration, where an outside arbitrator imposes a contract on the business and its workers.

This means that Missouri businesses could see wages, benefits, and working conditions dictated by Washington bureaucrats and arbitrators who have little understanding of our industries or communities. Once imposed, these contracts would last for years, locking employers and workers into terms they never agreed to and cannot change.

This is not how negotiations should work. For nearly 90 years, the National Labor Relations Act has required employers and unions to bargain in good faith, but it has never forced either side to make concessions or agree to proposals. This balance respects the rights of both workers and employers. It also ensures that contracts reflect real-world conditions—not the arbitrary deadlines of politicians in Washington.

There is a reason why the average first contract currently takes over a year to negotiate: wages and workplace conditions are complicated issues. Rushing the process, as this bill demands, can lead to bad outcomes for both businesses and workers.

Here in Missouri, small businesses are already struggling with inflation and manpower shortages.

The last thing we need is a new federal law that strips away our flexibility and hands decision-making power to third parties.

Most importantly, average citizens don't want this type of heavy-handed government intervention. A recent U.S. Chamber of Commerce survey found that 90% of voters oppose government-mandated union contracts without worker approval. Americans across the country believe that workers should have a say in their futures—not be forced into agreements written by someone else.

Senator Josh Hawley—whom I respect a great deal—is the sponsor of this bill. I can only assume that he has workers' best interests at heart. But this bill, if it becomes law, would have disastrous unintended consequences for those workers. Employers and employees should be free to sit down together in good faith, at their own pace, and hammer out agreements that fit their unique circumstances.

Missourians don't need Washington bureaucrats telling us how to run our businesses or our workplaces. I urge Senator Hawley to reconsider his proposed legislation and stand with Missouri employers and workers.

We don't need faster labor contracts. We need better ones. Complex union negotiations take time, but getting a fair deal for everyone is worth the wait.

Vinnie Clubb is the Wayne County Farm Bureau President, serves on the regional Ozark Foothills Cattlemen's Association Board of Directors, and is active in state and local agricultural organizations.

NEW YORK

Mid Hudson NEWS
Serving the Hudson Valley / Catskill Region for Over 25 Years

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Op Ed: Workers deserve a vote
Robert Pape | April 26, 2026

I spent 47 years in the school transportation industry—first inside a school district transportation department, then running my own school bus contracting company. I have worked with unions throughout my career and respect what they do for workers in this industry.

My experience working with unions tells me that the Faster Labor Contracts Act—currently making its way through Congress—is a bad idea.

The bill's premise is that first-contract negotiations take too long, so the federal government should impose a timeline: under the proposal, bargaining must begin within ten days of a union election, mediation kicks in at day 100, and if that fails, a government-appointed arbitration panel takes over at day 130 and writes the contract. Workers and employers are legally bound to the result for two years, with no ratification vote.

That last part is what really troubles me. The vast majority of union contracts in the country stipulate that workers vote to ratify or reject what their negotiators bring back to them. That vote is the check on the whole system. It gives workers real power—not just the power to be represented, but the power to say no. The FLCA hands that decision to a government panel and takes it away from workers entirely.

I also know from experience that no two labor contracts in school transportation look alike and nor should they. Every school district on Long Island has a different budget, different student population, different routes—no two contracts end up looking the same because no two districts are the same. Private contractors have their own cost structures and workforce realities that vary enormously even within a single county. Collective bargaining in this industry works because both sides have to live with what they negotiate. An arbitrator on a federal deadline doesn't have to live with anything. They write the contract and move on. But the district and the workers are stuck with it for two years.

That's the bill's core flaw: it assumes labor negotiations only ever go slowly because of bad faith, but really, they often just take time to get right. Rushing that process and handing the outcome to an outside panel doesn't produce better contracts.

The FLCA is a provision lifted right from the PRO Act. That legislation has failed many times to make it into law and for good reason. Government-appointed arbitrators setting private-sector wages and working conditions, with no meaningful check, is government overreach, plain and simple.

Congresswoman Malliotakis, Congressman LaLota, Congressman Lawler have all earned a reputations for listening to the people who actually do the work in their districts. I'm asking them to support workers and businesses and reconsider their support for the Faster Labor Contracts Act.

by Robert Pape, former President of the New York School Bus Contractors Association and the New York Association for Pupil Transportation, and former owner of a school transportation company serving Long Island school districts.

NORTH CAROLINA

NEUSE NEWS.com

Faster Labor Contracts Act (FLCA) bill

Brent Heath | June 3, 2026

Lenoir County currently has a 3.5% unemployment rate, and the median income is just over $45,000. Legislation is moving through Congress that would hand Washington bureaucrats sweeping new authority over workplace contracts in eastern North Carolina and across the nation. As a conservative, I see this as disastrous, but this bill should gravely concern you regardless of your political affiliation. It will empower union bosses and unaccountable government arbitrators at the expense of workers and businesses alike.

Under the Faster Labor Contracts Act (FLCA) bill, when workers vote to unionize, the new union and the employer have 100 days to negotiate a first contract. If negotiations fail, a federal mediator is appointed to resolve disagreements. If mediation fails, the dispute goes to a panel of three government-appointed arbitrators.

Here is the concerning part: these government arbitrators would not be required to have any relevant industry experience. They also would not be liable if their decisions cost workers jobs. This alone should be enough for legislators to dismiss this bill. Unfortunately, the proposal has gained troubling momentum in recent weeks: Representative Don Davis (D-01-NC) signed a discharge petition that risks breathing new life into this ill-conceived legislation.

Additionally, the FLCA would empower a radical fringe in the labor movement, which is notorious for injecting far-left ideology into the bargaining process. There are several examples of unions turning contract negotiations into a vehicle for radical left politics.
At Columbia University, the Student Workers union made demands so extreme that even its parent union, the United Auto Workers, urged them to reconsider. These demands included prohibiting Columbia from contacting the New York Police Department under any circumstances, requiring the university to dismantle

its security cameras, establishing an open campus where no one has to show identification, and even requiring Columbia to divest from Israel and end its academic partnerships with Israeli universities. Last year the Trader Joe's union formally demanded the company designate all its stores as sanctuary stores, while privately strategizing how to provoke the company into objecting so that the union could score political points with the public.

There is no shortage of these troubling examples, but the point is clear: labor unions all too often prioritize partisan politics ahead of the real needs of their workers. By instituting an arbitrary and unrealistically tight timeline, the FLCA would force arbitration early in the process. If that happens, radical ideology risks being imposed on workers and businesses alike without it ever being voted on.

Representative Davis has positioned himself as a moderate who puts North Carolina first. However, signing a discharge petition to force a vote on such radical legislation is not what a moderate prioritizing North Carolinians would do. It is the act of someone who has decided to prioritize union bosses in Washington over the workers and employers he was sent to represent. Partisan political agendas, from open borders to defunding the police, do not belong in labor contracts. To represent North Carolina first as he promised, Representative Davis should withdraw his support for this bill and clearly tell his constituents that he will vote against it when it reaches the floor.

Brent Heath is a NC GOP District Chairman

OHIO

OH The Ohio Star
STATE AND LOCAL NEWS THAT MATTERS

Another Washington Overreach into the Workplace

Tom Zawistowski | April 18, 2026

Ohio businesses are getting squeezed from every direction right now. Tariff uncertainty is disrupting supply chains. Input costs are up. The labor market hasn't fully stabilized. Many of the business owners I know are just trying to keep their people employed and their doors open. That context matters when you look at what Congress is considering doing to them next.

The Faster Labor Contracts Act (H.R. 5408) would impose a federal timeline on first-contract collective bargaining negotiations. Bargaining must start within 10 days of a union election. If there

is no agreement within 90 days, a government mediator steps in. If mediation fails, a government-appointed arbitration panel takes over and writes the contract—wages, benefits, working conditions, all of it. The employer has no further say. Neither do the workers.

Here's what the bill's supporters won't tell you: it actually makes the negotiating process worse, not better. Under the FLCA, unions have every incentive to drag their feet. Why make concessions at the table when a government arbitrator is waiting at the end of the process? The bill rewards bad-faith bargaining by guaranteeing a backstop for the side that refuses to move.
It also directly contradicts the agenda Ohio workers and employers voted for. President Trump has already tagged the Federal Mediation and Conciliation Service—the obscure agency that would gain sweeping new authority under the FLCA—for elimination. He signed an executive order that called for reducing the agency, and the latest FY2027 budget proposal goes even further, explicitly calling for "the orderly closure of FMCS." The FLCA would require a massive investment in that same bureaucracy at the exact moment the administration is trying to eliminate it.

And make no mistake about who loses when an arbitrator shows up. Workers lose the right to vote on their own contract. Union constitutions across the country require member ratification—workers get to approve or reject what their representatives negotiate. Under the FLCA, that vote could disappear. A government panel hands down a binding two-year agreement and workers are stuck with it.

The Faster Labor Contracts Act is practically copy-and-pasted from a section of the PRO Act, the unions' sweeping labor reform bill. The PRO Act has never been able to pass Congress, because Americans understood what government-written labor contracts meant.

Representatives Rulli, Miller, and Carey represent Ohio workers and Ohio employers. This state's economy does not need Washington adding new layers of uncertainty and government interference to the already complicated business of running a company and keeping people working. I'm calling on our representatives to reject this bad deal for workers and businesses and you should too: Rulli 202-225-5705, Miller 202-225-3876, and Carey 202-225-2015.

Tom Zawistowski is the President of the We the People Convention and Executive Director of the Portage County Tea Party. He is also the founder of TRZ Communications, a technology company based in Akron, Ohio.

my COUNTY LINK

How Organized Labor Hurts Company Performance
Aaron Flatter | April 14, 2026

Every day, I work with businesses large and small across Darke County. Each one faces its own unique set of opportunities and challenges. Unfortunately, Congress is now considering legislation that would impose a one-size-fits-all framework on labor negotiations, and I am deeply concerned about the negative impact this could have.

The Faster Labor Contracts Act (H.R. 5408) is the kind of legislation that sounds reasonable from a distance and causes real problems up close.

As its name implies, the proposed law is intended to speed up contract negotiations, but it does so by imposing unworkably fast timelines and inserting bureaucracy into the process. Under the bill,

bargaining must begin within ten days of a new union being formed, a mediator steps in if there is no agreement within 90 days, and if mediation fails, a government-appointed arbitration panel takes over and writes the contract themselves. Employers and workers are then stuck with whatever the mediator decides the contract should say.

For the businesses I work with, this would be unthinkable. A government-appointed panel setting wages and working conditions for a business it knows nothing about, in a county it has never visited, against a timeline designed in Washington, is not going to produce better agreements. I am concerned that, when carried out in the real world, the end result would be layoffs, cutbacks, and in some cases, closures.

That's not a hypothetical concern, either. A Mercatus Center analysis of 147 studies spanning three decades found that when union contracts are driven by outside pressure rather than genuine

negotiation, the results are slower job growth, reduced investment, and higher rates of layoffs. When businesses are backed into a corner and forced to accept terms they cannot realistically meet, workers end up paying the price. What looks like a win at the bargaining table can hollow out a workplace within a few years.

Businesses here in Darke County operate on tight margins. Their labor arrangements are built around local conditions and local costs. A federal arbitrator has no real way to account for any of that. The FLCA treats every workplace in America as interchangeable, and they are not.

It's important to where this bill comes from. The FLCA is not a new idea. It is a provision pulled directly from the PRO Act, the sweeping labor overhaul that could not pass Congress for years because it could not attract genuine bipartisan support. This new bill is just an attempt to resurrect a piece of that larger, failed legislation.

Congressman Mike Carey represents communities like Darke County. I am asking him to look hard at whether this bill actually serves those communities, or whether it puts them at risk.

Aaron Flatter is a Darke County Commissioner and works for an electric contracting company serving businesses throughout western Ohio.

Versailles Policy

Protecting Businesses from Washington
Bill Coomer | October 15, 2025

Letter to the Editor:

Protecting Businesses from Washington

As a proud business owner, I know firsthand what it takes to build and sustain a successful company. For decades, we've grown by relying on direct relationships, open communication, and a merit-based culture where hard work is rewarded. That approach has helped us attract and retain talented workers while building a strong, resilient business.

Now, Congress is considering legislation that would undermine that proven model and weaken workers' freedom. The "Faster Labor Contracts Act" would require employers and unions to begin negotiating collective bargaining agreements within 10 days of a union being certified and finalize those agreements in a matter of months. On its face, that may sound reasonable. In practice, it's an unprecedented federal intrusion into how businesses and workers in Ohio operate.

Collective bargaining takes time to get right. It is a complex process that should be guided by the needs of employees and employers, not artificial deadlines imposed by politicians. Rushing that process leaves little room for employees to ensure every detail of a contract works for them.

Even worse, the bill lays out a rigid process that outsources control to Washington. Under the Faster Labor Contracts Act, employers would have just 10 days after a union wins an election to begin negotiations. If no agreement is reached within 90 days, the dispute would be sent to mediation. If mediation fails within 30 days, the matter would go to binding arbitration, where a government-appointed arbitrator would impose the first contract. That means wages, benefits, and workplace rules could be dictated not by employees and employers, but by Washington bureaucrats. Workers could find themselves locked into multi-year contracts they never approved, with little recourse.

For Ohio businesses already navigating inflation, rising energy costs, and workforce challenges, this bill would add yet another layer of bureaucracy. Instead of empowering Ohio workers, it could diminish their bargaining power. That is not the direction our state, or our country, should be moving, and voters agree—a recent national survey of registered voters found that 90% oppose government-mandated union contracts that are not approved by workers.

Our own Sen. Bernie Moreno (R-OH) has signed on as a co-sponsor of this misguided bill. I urge him to reconsider. Ohioans know that government mandates rarely solve problems; they usually create new ones. This proposal is no exception.

Our years of growth prove that strong employee relations require less federal oversight, not more. When employers and workers sit down together—without the pressure of forced arbitrary deadlines—they can build lasting solutions. That's how we've built our business, and I wouldn't have it any other way.

I urge Senator Jon Husted (R-OH) to stand with Ohio workers and businesses by opposing the Faster Labor Contracts Act.

Bill Coomer

Bill Coomer has successful businesses in both Darke and Miami Counties.

OKLAHOMA

Stop D.C.'s Push to One-Size Agreements

Jessica Garvin | September 29, 2025

For nearly two decades, I have dedicated my career to caring for Oklahoma's seniors and supporting the professionals who make their long-term care possible. As co-owner of Bison Health Management, Executive Director of West Wind Assisted Living, and owner and COO of Refuge Care, I see firsthand the challenges of building strong teams and running businesses in a heavily regulated field. Add to that my experience as a small business owner and former Oklahoma state senator, and I have learned one thing above all: when government oversteps, workers and businesses both suffer.

That's why I am deeply concerned about the so-called Faster Labor Contracts Act recently introduced in Washington. On its face, the bill claims to streamline negotiations between employers and newly certified unions. In reality, it hands unprecedented power to government bureaucrats at the expense of Oklahoma workers and businesses.

If this bill becomes law, employers would be required to start bargaining with a new union in just ten days. If both sides can't reach an agreement in 90 days, they are forced into mediation. Finally, if the details aren't worked out 30 days after that, the dispute is sent to binding arbitration. In other words, an outside arbitrator would decide the contract rather than Oklahoma employees and business owners. That first contract could dictate wages, benefits, and working conditions for years to come, regardless of whether workers approved of the terms.

This heavy-handed approach upends the balance Congress established nearly 90 years ago with the National Labor Relations Act (NLRA). Under current law, employers and unions must bargain in good faith but are not forced to make concessions or agree to a proposal. That balance respects the rights of both sides and ensures that contracts are the product of free, uncoerced negotiation. According to *Bloomberg Law*, it currently takes an average of 458 days to reach a first contract. This reflects the reality that deciding wages, hours, and workplace conditions is complicated and should not be rushed.

The Faster Labor Contracts Act ignores those realities. By setting rigid deadlines and threatening government intervention, it all but guarantees that workers and businesses will be pressured into agreements that don't fit their needs. Oklahoma workers could find themselves locked into multi-year contracts imposed by Washington bureaucrats without ever having had a real say.

American voters agree this is wrong: a September 2025 survey from the U.S. Chamber of Commerce found that 90% of voters oppose government-mandated union contracts without worker approval.

The best solutions come from empowering people, not government meddling. Oklahomans know how to negotiate, compromise, and solve problems without Washington looking over our shoulders. Our federal lawmakers should therefore reject the Faster Labor Contracts Act and stand up for the principles of freedom, fairness, and local control. I urge Senator Markwayne Mullin to vote against this misguided bill and tell his colleagues to do the same.

Union contracts take time to get right. The last thing workers and business owners need is Washington rushing the process.

About the author: *Jessica Garvin is co-owner of Bison Health Management, Executive Director of West Wind Assisted Living, owner and COO of Refuge Care, and a former Oklahoma state senator who represented District 43 from 2020 to 2024.*

PENNSYLVANIA

BROAD + LIBERTY

Don't let the FCLA fool you
Josephine Ferro | April 22, 2026

Why is it that supposedly "pro-labor" legislation usually ends up hurting workers instead of helping them? Too often, proposals that claim to champion the cause of working people actually end up doing the exact opposite. The Faster Labor Contracts Act, currently under consideration in Congress, falls squarely into that category.

According to this bill's proponents, when workers vote to form a union, they often wait too long for a first contract. The FLCA would impose deadlines on that process in an effort to force a speedy resolution. As is often the case, it's a compelling pitch, but one that proves unworkable when you look closer at the details.

Under this bill, if contract negotiations stall and the process reaches arbitration, a government-appointed panel steps in and writes the contract. Wages, benefits, workplace safety standards — all of it would be decided by people who have never set foot in the workplace and whose decision the workers themselves have no right to reject. No ratification vote. No say. A two-year binding agreement handed down from government bureaucrats.

At a Senate hearing last October, a Boeing shop steward was asked directly about this scenario. His answer was unambiguous: if workers lost the right to vote on their own contract through arbitration, **he said**, "that would be removing the democracy from the workplace, which is the whole point of the union, giving the workers a say." A union man, testifying for the pro-union side, identified the FLCA's central flaw before a Senate committee.

The right to ratify a contract is a core protection in ensuring workers have a direct voice in their agreements. It is the moment when workers, as a group, decide whether the deal on the table is worth accepting. The FLCA would deprive workers of that moment and hand it to a panel of arbitrators. Whatever else you call that, you cannot call it pro-worker.

It is also worth knowing where this bill actually comes from. The FLCA is not a new idea — it is a provision pulled directly from the PRO Act, the sweeping labor law overhaul that spent years going

nowhere in Congress because it could not attract bipartisan support. The Teamsters' own spokeswoman **described** the PRO Act as something "trotted out in election years for scorecards, not results." The FLCA is a piece of that failed legislation wrapped up in different packaging.

There are real ways to address the problem of stalled first-contract negotiations. The National Labor Relations Board already has authority to go after employers who genuinely refuse to bargain in good faith. Strengthening enforcement, increasing transparency, making bad-faith tactics more costly — these approaches keep workers at the center of the process. The FLCA replaces the process with government fiat.

Congressman Rob Bresnahan has spent his career demonstrating what genuine commitment to working people looks like — employing union labor at his family's electrical contracting business, serving as a trustee for IBEW 163's Health, Wellness, and Annuity Funds, fighting for the workers in our communities who show up every day and deserve to be treated fairly. His record on labor is not a political calculation. It reflects who he is.

That is exactly why I hope he will take a second look at the FLCA. The bill he has cosponsored would take away from workers the very thing he has spent years defending: their voice. Urging him to reconsider is not a criticism. It is a recognition that he knows better than most what real labor protections are supposed to do.

The FLCA should be measured by what it actually delivers, not what it promises. Workers deserve a seat at the table. This bill pulls the chair out from under them.

Josephine Ferro is former Monroe County Register of Wills and Recorder of Deeds.

WEST VIRGINIA

Legal Newsline

FLCA is a bad deal for both workers, employers

Bill Bissett | May 4, 2026

Regardless of size, running a business is always a challenge, but these days, it seems harder than ever. Too often, Washington, D.C. fails to consider how their decisions could impact businesses like those that the WV Manufacturers Association represents. One example would be House Resolution 5408 (link), which is also known as the Faster Labor Contracts Act or FLCA. This federal legislation is not only a threat to West Virginia's manufacturers, but to all businesses large and small across the Mountain State.

The FLCA is designed to speed up first-contract negotiations between newly organized workers and their employers. Under its structure, bargaining must begin within ten days of a union election. After that, a mediator steps in if there is no agreement within 90 days. If mediation fails, a government-appointed arbitration panel takes over and writes the contract with no further vote by the workers or employers who will be bound by it for the next two years.

Supporters describe this as leveling the playing field. For West Virginia's manufacturers —and the workers they employ — it does the opposite.

This bill presumes that employers are acting in bad faith, but the National Labor Relations Board already has the authority to prosecute employers who genuinely refuse to bargain. This legislation goes far beyond existing law and creates an entirely new and unnecessary federal apparatus. For an employer who shows up to negotiate in good faith, that presumption is both unfair and costly. West Virginia is a right-to-work state — one that believes government should stay out of private-sector negotiations. The FLCA moves us in exactly the opposite direction.

The real-world track record of government-imposed contracts in this industry should give everyone pause. In one example, when an arbitrator in Canada imposed a 33 percent wage increase on a Walmart tire shop, the shop closed shortly after. The external arbitrator set terms the business could not absorb and moved on. That is what often happens when someone with no stake in the outcome writes the contract: the workers who were supposed to benefit end up without jobs.

It is worth noting that opposition to forced arbitration is not a partisan issue. The late AFL-CIO president George Meany called compulsory arbitration "an abrogation of freedom," and the Airline Pilots Association described a similar proposal as "anathema to free collective bargaining." It is important to remember that these are union voices expressing concern. These labor leaders understood that collective bargaining only works when both sides have genuine "skin in the game" and that handing the outcome to a government panel destroys the entire premise.

There is also a well-documented pattern in jurisdictions that have tried mandatory arbitration systems. Once arbitration becomes available as an option, it stops being treated as a last resort. Labor economists call it the "narcotic effect"—parties grow dependent on the government stepping in, good-faith bargaining atrophies, and the arbitration pipeline gets clogged. Even New Jersey's reformed fast-track arbitration system, specifically redesigned for speed, takes a minimum of six months under optimal conditions. The FLCA promises five. No real-world system has ever delivered that. What is promised on paper and what happens are often two very different things.

While Congressman Riley Moore currently supports FLCA, we understand that he has genuine ties to labor in this state and we appreciate the great work that he has done on behalf of all his constituents. I hope he will take a hard look at what the FLCA bill actually does to the workers and employers of West Virginia and reconsider his support of it.

Bill Bissett is the President of the West Virginia Manufacturers Association, a statewide advocacy group that represents manufacturers as well as companies dependent on manufacturing for their livelihoods.

The Intelligencer.
Wheeling News-Register

The FCLA is a Bad Deal for Both Workers and Employers
Bill Bissett | May 3, 2026

Sunday, May 3, 2026 COMMENTARY SUNDAY NEWS REGISTER – Wheeling, W.Va. – B3

Local Representation Is at Risk in West Virginia

Andrea Oxley

Self-reliance, resilience, and a healthy skepticism of authority have long shaped West Virginians – over time instilling a deep-rooted commitment to independence that defines the state's character.

And as a state where independence is synonymous with our culture, most West Virginians don't like outsiders telling us how to live, how to work – or how to vote. But in this election cycle, there's a growing question voters should be asking:

Are West Virginia voters choosing their own candidates or are candidates being pre-selected and funded from the top down?

This election cycle has those paying attention concerned that local representation is at risk. When candidates are selected by funding networks rather than their communities, power shifts away from voters. When that happens, local priorities risk becoming dominated - or replaced entirely- by external agendas.

New funding channels are shining a light on a troubling pattern in West Virginia politics- one that voters deserve to understand before they head to the ballot box.

Official reports indicate large donations from a small number of sources and connections between PACs and political networks tied to efforts by leaders of our state. This should prompt questions from all West Virginia voters: Why are out of state billionaires so invested in the outcome of West Virginia elections?

Even more concerning is what we are beginning to see across primary races statewide. Too many primary challengers appear less community oriented and more strategically engineered. Most West Virginians would agree that those we elect should be chosen by- and accountable to- the people they represent. Yet, curiously, candidates seem to be elevated not by their communities, but by coordinated funding networks, backed by undisclosed donors and aligned with priorities voters themselves have never approved.

This raises another uncomfortable question: are outside interests attempting to shape outcomes from afar, assuming West Virginians won't notice- or won't question- the forces at work behind the scenes?

This issue isn't about parties, it's about control. When large amounts of money move through opaque channels, candidates can be promoted or targeted with little transparency, elections can be influenced by networks outside the communities they affect, and it opens the door for out-of-state interests to write West Virginia's future.

Before casting your ballot this primary, look beyond the political rhetoric. Follow the money. Ask who is funding these messages and why. Preserving the independence that defines us requires more than tradition, it demands vigilance. West Virginians must realize the risks of losing local representation and whose interests are at stake. West Virginia's future belongs to West Virginians - and West Virginians alone.

Andrea Oxley is the Business Development, Policy and Strategic Initiatives Lead at the West Virginia Chamber of Commerce.

The FCLA Is a Bad Deal for Both Workers and Employers

Bill Bissett

Regardless of size, running a business is always a challenge, but these days, it seems harder than ever. Too often, Washington, D.C. fails to consider how their decisions could impact businesses like those that the WV Manufacturers Association represents. One example would be House Resolution 5408 (link), which is also known as the Faster Labor Contracts Act or FLCA. This federal legislation is not only a threat to West Virginia's manufacturers, but to all businesses large and small across the Mountain State.

The FLCA is designed to speed up first-contract negotiations between newly organized workers and their employers. Under its structure, bargaining must begin within ten days of a union election. After that, a mediator steps in if there is no agreement within 90 days. If mediation fails, a government-appointed arbitration panel takes over and writes the contract with no further vote by the workers or employers who will be bound by it for the next two years.

Supporters describe this as leveling the playing field. For West Virginia's manufacturers —and the workers they employ — it does the opposite.

This bill presumes that employers are acting in bad faith, but the National Labor Relations Board already has the authority to prosecute employers who genuinely refuse to bargain. This legislation goes far beyond existing law and creates an entirely new and unnecessary federal apparatus. For an employer who shows up to negotiate in good faith, that presumption is both unfair and costly. West Virginia is a right-to-work state — one that believes government should stay out of private-sector negotiations. The FLCA moves us in exactly the opposite direction.

The real-world track record of government-imposed contracts in this industry should give everyone pause. In one example, when an arbitrator in Canada imposed a 33 percent wage increase on a Walmart tire shop, the shop closed shortly after. The external arbitrator set terms the business could not absorb and moved on. That is what often happens when someone with no stake in the outcome writes the contract: the workers who were supposed to benefit end up without jobs.

It is worth noting that opposition to forced arbitration is not a partisan issue. The late AFL-CIO president George Meany called compulsory arbitration "an abrogation of freedom," and the Airline Pilots Association described a similar proposal as "anathema to free collective bargaining." It is important to remember that these are union voices expressing concern. These labor leaders understood that collective bargaining only works when both sides have genuine "skin in the game" and that handing the outcome to a government panel destroys the entire premise.

There is also a well-documented pattern in jurisdictions that have tried mandatory arbitration systems.

Once arbitration becomes available as an option, it stops being treated as a last resort. Labor economists call it the "narcotic effect" – parties grow dependent on the government stepping in, good-faith bargaining atrophies, and the arbitration pipeline gets clogged. Even New Jersey's reformed fast-track arbitration system, specifically redesigned for speed, takes a minimum of six months under optimal conditions. The FLCA promises five. No real-world system has ever delivered that. What is promised on paper and what happens are often two very different things.

While Congressman Riley Moore currently supports FLCA, we understand that he has genuine ties to labor in this state and we appreciate the great work that he has done on behalf of all his constituents. I hope he will take a hard look at what the FLCA bill actually does to the workers and employers of West Virginia and reconsider his support of it.

Bill Bissett is the President of the West Virginia Manufacturers Association, a statewide advocacy group that represents manufacturers as well as companies dependent on manufacturing for their livelihoods.

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[The FCLA is a Bad Deal for Both Workers and Employers]

Bill Bissett | April 29, 2026

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The Exponent Telegram

Government should stay out of contract negotiations
Joe Eddy | October 18, 2025

For decades, I had the privilege of serving as President and CEO of Eagle Manufacturing, a company based right here in West Virginia. Over those years, I understood the importance of sitting downtogether with my employees, talking through challenges, and building trust over time. That approach worked for us, and it works for countless businesses across our state.

That's why I'm concerned about a new proposal in Washington called the Faster Labor Contracts Act. While its name makes it sound like common sense, the reality is that this legislation is unnecessary and could make things worse for both workers and businesses.

The legislation would force employers to begin bargaining with a new union in just ten days. If no agreement is reached within 90 days, the parties are pushed into mediation. And if 30 more days pass without a deal, the case is sent to binding arbitration—meaning an outside arbitrator, not the workers or the employer, decides the terms of the contract. Those contracts would then be locked in for years, regardless of whether employees ever voted to approve them.

This type of government overreach is unwarranted and counterproductive. The National Labor Relations Act, which has guided labor relations for nearly 90 years, already requires employers and unions to bargain in good faith. What it does not do—and what it should not do—is impose artificial deadlines or force either side to accept proposals. That's because effective, healthy bargaining takes time.

Our goal should be better labor contracts, not necessarily faster ones. But Washington stepping into the middle of private negotiations will not result in better labor contracts. More often than not, government interference adds uncertainty, red tape, and unintended consequences. Businesses like the one I led succeed when they can be flexible and responsive—not when they are bound by contracts imposed by bureaucrats or outside arbitrators.

The American people share this skepticism. A recent U.S. Chamber of Commerce survey found that 90% of voters oppose government-mandated union contracts without worker approval. That is a clear message: people want workers to have freedom and choice, not contracts decided for them without their consent.

West Virginia's economy has always been powered by hard work, independence, and resilience. We don't need federal lawmakers to tell us how to run our workplaces. What we need are policies that give workers and employers the room to negotiate fairly, at their own pace, and on their own terms.

The Faster Labor Contracts Act (H.R. 5408 and S. 844) is a solution in search of a problem. I urge our West Virginia congressional delegation to oppose this misguided legislation.

Joe Eddy is the former president and CEO of Eagle Manufacturing Co. in Wellsburg, WV.

The Weirton Daily Times

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