

Talking Points on the “Employee Free Choice Act”

- The provisions of the Employee Free Choice Act (EFCA or Card Check) will inhibit economic growth and recovery.
- EFCA is definitively anti-employee *and* anti-employer. It takes away fundamental democratic safeguards from workers and basic free speech rights from employers.
- The bill creates uncertainty in business planning and undermines the control franchises have over their operations and property.
- Passage of the bill will reduce incentives to grow franchised businesses in the U.S., and render existing franchises less competitive in a challenging economy.

CARD CHECK

- The so-called “Employee Free Choice Act” would take away a worker’s right to a federally-supervised private ballot when deciding whether to join a union.
- It would replace the private ballot with a scheme called “card check” which allows a union to organize if a majority of workers simply sign a card. Under this system, paid union organizers – not the federal government – oversee the process. Workers’ choices are made public to the employer, the union organizers and co-workers.
- During congressional hearings on the bill, a former union organizer testified that card check campaigns are a “surprise attack on workers.” Gaining an employee’s signature on the card is the only goal, and union organizers will often show up at an employee’s home in order to pressure them into signing.
- The law does not need to be changed. Existing National Labor Relations Board procedures for private ballot elections ensure fairness. Elections are held promptly, typically within 60 days of the petition. In the first half of 2008, unions prevailed in 66.8% of elections.

COMPULSORY ARBITRATION

- EFCA also contains an unprecedented requirement imposing contract terms on private, unionized employers through a process of compulsory, binding arbitration. Contract terms routinely dictate wages, benefits, and work rules.
- If an employer and a union are unable to reach agreement on a first contract within 90 days, it can be referred to a federal bureaucrat for mediation. After 30 days of mediation, the dispute will be referred to arbitration. Results of the arbitration will then be binding for two years.
- Not only will franchise owner be compelled to accept the outcome, but employees are also denied a vote on contract ratification.
- Compulsory arbitration departs from seven decades of precedent and law under the National Labor Relations Act. It is an unconstitutional infringement on the right of private employers to freedom of contract.