

<p><i>(continued)</i> newly unionized private sector employers</p>	<ul style="list-style-type: none"> - NLRB may issue bargaining orders to both sides; and order back-pay for wronged employees if employers do not engage in negotiations in "good faith". -Today employers and unions must mutually agree to wages, benefits and other terms and conditions and the agreement is subject to approval by employees. -Under current law, both parties are free to negotiate and the NLRB can not compel either party to binding terms of labor contracts. -First labor contracts often include the terms that set: wages, benefits and work rules within a particular bargaining unit. 	<ul style="list-style-type: none"> -After 90 days, either party may notify the Federal Mediation and Conciliation Service (FMCS) and request mediation. -After 30 more days, a FMCS appointed arbitration panel will determine the final contract. -The Federal arbitration board's decision is binding upon both parties for a period of 2 years. 	<ul style="list-style-type: none"> -Binding interest arbitration fundamentally changes the dynamics of collective bargaining. By removing the incentives to negotiate labor unions and employers would see the negotiating process as way to better position their self serving interests for possible arbitration. -Mandatory, binding arbitration prohibits union employees from approving the terms of their union contract as the arbitrator imposes a binding contract without an employee vote. -Neither the employees nor the employer could appeal the decision. Thus, not only does the EFCA allow unions to eliminate an employees' access to a private ballot, it also eliminates their ability to vote for or against the contract terms of their employment. -Under binding arbitration, businesses would not be able to respond to competition or other changes in the business environment. This would be devastating for employers, employees and their families. There are no safeguards in EFCA to protect employees if the arbitrator's decision forces the company out of business.
<p>Increased employer penalties</p>	<ul style="list-style-type: none"> -Labor unions and employers are prohibited from engaging in coercive or threatening conduct before secret ballot elections. -Employers that illegally intimidate employees or otherwise attempt to prevent them from forming a labor union are subject to quickly reinstating employees with back pay. 	<ul style="list-style-type: none"> -Significantly increases penalties for unfair labor practices for employers (not unions) during an organizing drive or until a first contract is reached. - Changes the NLRA to allow for triple back pay and liabilities of up to \$20,000 if an employer is found to illegally intimidate employees or otherwise attempt to prevent them from forming a union. -Charges of unfair labor practices by employers would be given priority over all other cases considered by the NLRB. The Board would be required to seek injunctions requiring reinstatement of discharged workers even before a hearing is conducted on the merits. 	<ul style="list-style-type: none"> -Our current labor law system is based on principles of fairness. This system would become fundamentally skewed under the provisions that increase penalties unilaterally. -Increasing penalties against employers undermine the current principles inherent in the NLRA which seeks to promote balance among employees, employers and labor unions. -The EFCA does not apply any new penalties on labor unions, despite the need to further protect all employees from coercion under a card check scheme.