EXTENSIONS OF REMARKS

HONORING PRIVATE FIRST CLASS WINNIE BEATRICE RICHARDSON WEST

HON. BRIAN BABIN

OF TEXAS

IN THE HOUSE OF REPRESENTATIVES

Monday, June 15, 2026

Mr. BABIN. Mr. Speaker, I rise today to honor the life and service of Private First Class Winnie Beatrice Richardson West, a proud Texan, World War II veteran, and member of the historic 6888th Central Postal Directory Battalion, known as the ''Six Triple Eight.''

Born on February 5, 1920, in Hankamer, Texas, Winnie Richardson enlisted in the Women's Army Corps on November 28, 1943, and honorably served her country until November 16, 1945. During her military service, she attained the rank of Private First Class, She was assigned to the 6888th Central Postal Directory Battalion, the only predominantly African American Women's Army Corps unit deployed overseas during World War II.

In early 1945, the Six Triple Eight was sent to Europe to address an enormous backlog of millions of undelivered letters and packages intended for American servicemembers and their families. The task before them was daunting. Mountains of mail had accumulated in warehouses across England and France, leaving troops disconnected from loved ones during one of the most challenging periods in American history.

The women worked tirelessly under extreme conditions to restore morale to the men fighting for freedom, so far from their loved ones. The women of the 6888th achieved what many believed was impossible. Through resilience and sheer determination, they restored a vital connection between servicemembers and home. Their work strengthened morale among American troops and provided comfort and reassurance to countless families awaiting news from loved ones serving abroad.

PFC West carried out her duties with distinction despite serving in a segregated military at a time when African American women faced significant racial and gender barriers. Her service renected courage, resilience, professionalism, and a steadfast dedication to mission and country. Her example helped pave the way for future generations of women who dare to exceed the boundaries of what they thought possible.

For her honorable service, PFC West received the American Theater Campaign Medal, the European-African-Middle Eastern Campaign Medal, the Good Conduct Medal, the World War II Victory Medal, the Women's Army Corps Service Ribbon, and the Overseas Service Bar.

Today, the story of the Six Triple Eight stands as a testament to perseverance, patriotism, and excellence. Their long-overdue recognition serves as a reminder that victory in war depends not only on those who fight on the front lines but also on those whose dedication behind the scenes sustains the strength and spirit of our armed forces.

By remembering the life and legacy of Winnie Beatrice Richardson West, we honor a member of the Greatest Generation whose service contributed to the Allied victory in World War II and whose example continues to inspire Americans today.

Mr. Speaker, it is my privilege to ask my colleagues to join me in recognizing Private First Class Winnie Beatrice Richardson West for her faithful service and for the lasting legacy she leaves to her family, her community, the state of Texas, and the United States of America. May her life and service never be forgotten.

FASTER LABOR CONTRACTS ACT

SPEECH OF

HON. TIM WALBERG

OF MICHIGAN

IN THE HOUSE OF REPRESENTATIVES

Tuesday, June 9, 2026

Mr. WALBERG. Mr. Speaker, I include in the RECORD the following letters from Alex McDonald and Roger King, in opposition to H.R. 5408.

Re Opposition to the Faster Labor Contracts Act—H.R. 5408

JUNE 9, 2026.

Hon. TIM WALBERG,

Chairman, House Committee on Education and Workforce, Washington, DC.

DEAR CHAIRMAN WALBERG: We are writing regarding H.R. 5408, the Faster Labor Contracts Act (''FLCA''). The FLCA is a deeply flawed piece of legislation that should not be considered by this Congress—or any other. It aims to speed up negotiations for first collective-bargaining agreements between employers and workers. The bill's authors evidently believe that those negotiations take too long. But while negotiations are long, they are long for a reason: negotiating a first contract is hard. It involves detailed financial and operational tradeoffs, which the parties must negotiate from ground zero. So it is no surprise that contracts often take weeks, months, or years to finalize. That ''delay'' is not a sign that the process is broken; it is a sign that the process is working.

Worse, the bill proposes to solve that problem with a deeply flawed approach. It would funnel the parties through a compressed bargaining schedule, terminating in compulsory and binding arbitration. Parties would have only 90 days to negotiate their own agreements, after which the bill's processes would kick in. Those processes would be exceptionally burdensome and expensive, requiring complex and cost-heavy hearings to ''prove'' what a ''fair'' contract would be. America's businesses cannot afford that burden, and Congress should not force them to swallow it.

If that weren't enough, the bill is likely unconstitutional. It would raise serious questions under the Due Process Clause, the Vesting Clauses, and the Appointments Clause. It would also threaten to convert every collective-bargaining agreement imposed under its procedures into ''state action,'' dragging constitutional doctrines into the American workplace. These problems have not been considered, much less vetted. The bill needs serious rework, and members should not vote for it if they take seriously their oath to uphold the Constitution.

Yet despite these problems, some members are pushing the legislation through with an unusual procedure—the discharge petition. That procedure is inappropriate in most cases and especially inappropriate here. This bill is deeply problematic and needs the scrutiny of ordinary legislative processes. It should not be rammed through with extraordinary procedural maneuvers.

We urge you and the other members of Congress to reject the discharge petition and reject this bill.

As you are aware, the House will be considering H.R. 5408 as a result of a discharge petition signed by certain Members that requires the House to consider and schedule a vote on this legislation without the benefit of Committee deliberation. This discharge protocol and procedure is not the preferred method to consider legislation. It precludes meaningful input from all stakeholders who are potentially impacted by the legislation in question. H.R. 5408 has not had the benefit of any meaningful Member or staff analysis. No hearings have been held on this legislation. No opportunity has been provided for stakeholders to file comments and submit questions regarding the legislation.

More troubling, no technical analysis has been undertaken regarding the legislation. And that analysis is badly needed, as this legislation is technically defective in several respects and is not in proper form to be considered by the House of Representatives. No financial or cost analysis has been undertaken. No Committee markup has occurred regarding this legislation.

This legislation should be referred back to the House Education and Workforce Committee (''Committee'') to permit Members and all stakeholders to consider counterproposals, amendments, appropriate background research information, and academic studies regarding the impact of this legislation. We urge you and your colleagues to have H.R. 5408 returned to the Committee.

Proponents of H.R. 5408 assert that there is a significant problem with the time period it takes parties to reach an agreement on an initial collective bargaining agreement. They allege that employers are largely responsible for delays, and such delays in the negotiation process are designed to undermine union representation. They further allege that such delay strategies are often part of employers' plans to decertify or remove a union. There is no reliable data to support these arguments and allegations.

First, it is very difficult to ascertain the start date of collective bargaining in negotiations, especially for first contracts, where the parties may not have any prior relationship. Does the start date of negotiations begin when one party sends another party a request for information and documents?—a procedure often used by unions to prepare for negotiations. Does the negotiation start date begin when the parties start general discussions about the issues to be discussed in negotiations? Does a preliminary discussion regarding whether the parties should conclude non-economic issues before moving to economic issues start the negotiation process? Do mutually agreed upon delay periods in

negotiations—which often occur—count toward the average time it takes for first contracts to be completed? When does the negotiation period end? Does it end when a tentative agreement is reached or when any tentative agreement is ultimately ratified by bargaining unit members? What if a tentative agreement is reached between a union and an employer, but the bargaining unit rejects it? Does the subsequent period after such a tentative agreement is reached count toward the average negotiation period for initial contracts?

Further, how should legitimate litigation initiatives be counted under the days it takes to negotiate an initial contract? A union or an employer may have good faith reasons to contest a decision of the National Labor Relations Board (''NLRB'' or ''Board'') regarding the categories of employees that the Board included or excluded from the bargaining unit. Well-established federal labor law permits unions and employers to appeal decisions through the federal court of appeals—test of certification cases. Such appeal periods can, at a minimum, take months if not over a year depending on if a circuit-worthy appeal is filed. Additionally, what if a union legitimately believes it needs certain information from an employer before it can sufficiently bargain or conclude bargaining? For example, information regarding the cost of certain employer-provided health benefits and limits of coverage of any employer policy could be information that the union believes is necessary to make proposal in the health insurance area. Should the period it takes the NLRB to resolve any dispute of the scope of the information request be included in calculating the time period to negotiate an initial collective bargaining agreement? There are many other examples that could be listed and should be analyzed and considered in calculating the number of days that it takes parties to negotiate labor contracts.

Absent a comprehensive and thorough analysis of the details of hundreds of initial collective bargaining negotiations over an extended period of time, there can be no meaningful or reliable data to support any conclusions about the average time it takes parties to negotiate such agreements.

Even if thoughtful or comprehensive studies could be conducted to determine the average time it takes parties to reach an initial collective bargaining agreement—which has not been done to date—the results of any studies, in all probability, would show it takes a substantial amount of time to reach initial labor contract agreements. Such an analysis may very well show that it takes in excess of over four hundred days (400) on average to reach an agreement. Members of Congress need to understand that this is a complex process. Labor contracts often contain many articles and, in some cases, are over one hundred (100) pages. These initial agreements also often contain appendices, memoranda of understanding, and ''side letters.'' These agreements, especially from the union perspective, attempt to cover virtually all of an employee's relationship with their employers. The bottom line is that bargaining these contracts takes time—considerable time.

The importance of carefully and thoughtfully negotiating first contracts and their terms cannot be emphasized enough. Such negotiations are critical for employees, unions, and employers. There are good reasons that it takes time to negotiate initial collective bargaining agreements. The parties are not just negotiating over wages. They are constructing a comprehensive workplace contractual framework, including work schedule details, health and retirement benefits, paid time off and holidays, discipline standards, grievance and arbitration procedures, and dozens of other topics critical to employees and employers. These negotiations can be time-consuming because the results of such negotiations and the contents of an initial collective bargaining agreement are critical for the union to continue as a representative for employees and for the employer to continue its business operations.

Additionally, there are other reasons that may explain that a significant amount of time is needed to negotiate initial collective bargaining agreements. For example, either unions or employers may exercise lawful, legitimate litigation rights that must be resolved before and during negotiations. Further, a union may have made a considerable number of promises in its campaign prior to an election—a tactic that is often used by unions and is lawful under the National Labor Relations Act (''NLRA'' or ''Act''). It may take the union a considerable period of time to try to convince an employer of the merits of its proposals related to campaign promises to bargaining unit members. Alternatively, it may take considerable time in negotiations before a union and its members conclude that an employer will not agree to such proposals. The union may also attempt to obtain an agreement on issues that fall into the category of ''permissive subjects of bargaining'' under the NLRA. An example would be a union proposal regarding the number of employees that an employer would be required to hire to run its business, including staffing on certain units or departments. An employer may lawfully disagree with the unions proposal regarding these permissible bargaining proposals. These types of negotiations can be very time consuming.

Initial collective bargaining agreements are also singularly important to the parties because they carry much greater weight than common law contracts. As explained in more detail below (see discussion of the Supreme Court's Katz no unilateral change doctrine), the terms included in a first contract do not expire when the contract expires. In effect, they are legally presumed to continue indefinitely, until or unless they are expressly altered by mutual agreement of the parties. This unusual characteristic of federal labor law contracts gives their provisions a kind of initial inertia that tends to carry them through many successful agreements for literally decades.

It is important for members of Congress to understand the significance and complexity of initial collective bargaining agreements before enacting any regulation or oversight. H.R. 5408, unfortunately, is an improper intrusion into the collective bargaining process and, as further detailed below, fails to recognize the complexity and time necessary to negotiate an initial collective bargaining agreement.

H.R. 5408 should be rejected, and this legislation should be returned to the House Education and Workforce Committee for further deliberation.

Sincerely,

G. ROGER KING,
King Labor Law.
ALEX MACDONALD,
Co-Chair, Littler Mendelson Workplace Policy Institute.

JUNE 9, 2026.

Re Policy and Operational Flaws of the Faster Labor Contracts Act—H.R. 5408

Hon. TIM WALBERG,
Chairman, House Committee on Education and Workforce, Washington, DC.

DEAR CHAIRMAN WALBERG: We are writing regarding H.R. 5408, the Faster Labor Contracts Act (''FLCA''). This letter deals with the bill's policy and operational flaws.

The FLCA also has major policy defects. At bottom, it would permit the government to mandate, through private arbitral action, terms and conditions of employment and impose extensive contract terms on employers, employees, and unions. This has never happened in the country's history with respect to private sector labor contracts. There is absolutely no precedent for this type of government intrusion into the workplace. Parties in the private sector should be permitted to negotiate the terms of labor agreements without government interference. The approach in this legislation is exceedingly poor public policy. H.R. 5408 should be rejected on this basis alone.

Further, the pending legislation would prohibit employees from voting on a government-imposed contract, which could be binding on the employees for up to two (2) years. This lack of employee scrutiny and the opportunity for an employee vote is a substantial interference with employee rights and, on this basis alone, H.R. 5408 should also be rejected.

The pending legislation also has a number of other defects, including the duration of mandated contract terms. There is an extremely important difference that Members may not be aware of regarding federal labor contract law and common law contract law. Under common law contract law, the terms and conditions set forth in an agreement do not continue after the contract's expiration date. Absent some type of evergreen or continuation clause, all parts or provisions of a common law contract become null and void after the expiration date of the contract. By way of contrast—and this is an extremely important point for Members to understand—all provisions but for very few minor exceptions of a collective bargaining agreement negotiated between unions and employers continue in full force and effect after the expiration date of the agreement. Such a continuation of terms and conditions of employment is a result of federal labor law requirements, pursuant to the important U.S. Supreme Court decision in the Katz case. Essentially, the Katz doctrine requires that no party to a labor agreement can unilaterally change the terms and conditions set forth in the expired labor contract, absent mutual agreement of all parties. The practical impact of the unilateral change doctrine is that contract terms set forth in an initial agreement have a life expectancy of literally decades after the agreement is negotiated.

Employees working at a location covered by a collective bargaining agreement, in addition to not having had the opportunity to vote on whether they desire union representation, would also be prohibited from voting on whether they agree with certain labor contract provisions mandated by a government-sanctioned private arbitration panel. The provision in H.R. 5408 stating that a government-mandated initial contract would only last for two (2) years is exceptionally misleading for the reasons just described. In fact, the government-mandated contract terms in an initial agreement would likely remain in place for decades and could not be changed unilaterally unless mutually agreed upon by all parties. This area of contract law under our federal labor law system is particularly concerning given the potential for government-mandated imposed agreements to contain restrictions on an employer's ability to reshape its business, to change important terms and conditions of employment, and, in this ever-changing technical age, including particularly the presence of AI, make important entrepreneurial decisions. On this basis alone, H.R. 5408 should be rejected.

Additionally, the pending legislation omits or fails to consider important statutory rights of employees, unions, and employers under the NLRA. For example, H.R. 5408 omits the right of unions and employers to appeal National Labor Relations Board decisions on the composition of bargaining units. At present, unions and employers who disagree with the National Labor Relations Board's decisions on which categories of employees should be included or excluded from a bargaining unit can appeal those decisions to a federal court of appeals. This is an extremely important right for all stakeholders under the National Labor Relations Act, particularly given the ever-changing nature of Board law and its constant policy oscillation with respect to important issues under the NLRA. There have been wide variations among administrations in how the NLRA is to be interpreted and applied. One of these important areas is the composition of bargaining units. H.R. 5408 makes no provision whatsoever for the continuation of this important appeal right.

H.R. 5408 also fails to mention in any manner the right of employers to unilaterally implement terms and conditions of employment if an impasse if reached in negotiations. The impasse doctrine under the NLRA has been in place for decades. Although it is a high burden for employers to meet, it is an important safety valve doctrine that permits an employer to ultimately implement its last contract offer if a deadlock or stalemate occurs in negotiations and no agreement can be reached. It is essential that the impasse doctrine not be interfered with—it needs to continue to be a part of our checks and balances in our federal labor laws.

H.R. 5408 is also silent on whether employees have the right to strike under the various mandates included in this legislation. An employee's right to strike is one of the bedrock provisions of our federal labor law and also serves as a safety valve for employees and unions to respond to what they believe is employer overreach. H.R. 5408 does not address this right to strike issue and would appear to prohibit employees not only from voting on the final government-mandated arbitration contract terms but from rejecting such terms altogether and engaging in strike activity. Again, on this point alone, H.R. 5408 should also be rejected.

Additionally, this legislation is replete with practical problems and contains unrealistic time targets. For example, the bill requires that negotiations begin within ten (10) days of receiving a written request from the other party. This ten-day requirement falls far short of the reality of collective bargaining in this country. Neither unions nor employers are prepared, within ten (10) days of a request to begin bargaining, to engage in any meaningful exchange of proposals. Indeed, it takes considerable time for parties to begin to prepare for bargaining. For example, negotiating committee members need to be selected. Negotiation dates and locations must be agreed upon. Written contract proposals must be developed, which are exceedingly important because they have the potential to form the basis for the ultimate agreement between the parties. Ground rules have to be established—in fact, negotiation over ground rules often takes weeks if not months because of issues such as whether a media blackout should be imposed, location of bargaining, questions of whether employees will be paid for all of their time in negotiations, no smoking policies, issues of whether negotiations can be recorded and/or available for online access, and the list goes on. Additionally, first contracts can be delayed by information requests from employers or unions. In fact, one of the preferred approaches of certain unions has been to file extensive information requests before negotiations begin or at certain critical points during negotiations, therefore significantly delaying the negotiation process. It is important to remember that first contracts form the basis of an agreement that may have a lasting impact. Initial contract terms may be contained in successive bargaining agreements for decades. Any experienced negotiator, whether on the employer or union side, will tell you that the first contract between parties is exceptionally important. For reasons outlined above, once a contract provision is in place, it cannot be removed in subsequent agreements, even after contract expiration, absent a mutual agreement by the parties.

Further, the requirement that mediation occur within ninety (90) days after the initial negotiation period is also entirely unrealistic. At that point in their discussions, the parties may not be anywhere near agreement on multiple issues. Mediation is only effective when the parties have reached well-defined positions on open issues that then can be ''mediated'' by an outside party. The requirement mandating ''interest arbitration'' within thirty (30) days after the completion of mediation is also an unrealistic time target. If mediation has had any positive impact on the parties, they will need more than thirty (30) days of negotiations to reach an ultimate agreement. There are other impractical and unrealistic time targets in this legislation. Suffice it to say, the time targets are not based on reality and also include unrealistic expectations of assistance from the Federal Mediation and Conciliation Service (''FMCS''), an entity that has been slated by the Administration for phase-out or substantial curtailment of its services. The FMCS does not have anywhere near the personnel to meet the obligations this legislation would impose upon it.

H.R. 5408 should be rejected, and this legislation should be returned to the House Education and Workforce Committee for further deliberation.

Sincerely,

G. ROGER KING,
King Labor Law.
ALEX MACDONALD,
Co-Chair, Littler Mendelson Workplace Policy Institute

JUNE 9, 2026.

Re Constitutional Defects of the Faster Labor Contracts Act—H.R. 5408

Hon. TIM WALBERG,
Chairman, House Committee on Education and Workforce, Washington, DC.

DEAR CHAIRMAN WALBERG: We are writing regarding H.R. 5408, the Faster Labor Contracts Act (''FLCA''). This letter deals with the bill's constitutional defects.

Finally, the legislation has numerous and substantial constitutional problems. Indeed, the provisions of this legislation fly in the face of Supreme Court precedent, which for a hundred years has told us that ''compulsory'' arbitration violates due process. The bill also violates well-established constitutional rules against delegating government power to unaccountable, private decisionmakers. But most problematically, the bill constitutionalizes every collective bargaining agreement. Every government-mandated collective bargaining agreement and every dispute about such agreement will become a constitutional case. The result will be chaos in our workplaces and congestion in our courts. This approach will direct employer resources to litigation and potentially decrease the amount of wages and benefits an employer can provide to employees.

There are due-process issues with this litigation. A century ago, in three (3) separate cases, the Supreme Court held that a state cannot force employers and workers to decide the terms and conditions of their own workplaces through government-mandated arbitration that ''deputized'' private sector arbitrators to act as agents of the federal government. These cases are known as the Wolff Packing trilogy, after the name of the employer involved. The cases came out of a Kansas law that required employers and workers in certain industries to submit their disputes over wages and other working conditions to a government agency. That agency then set the terms for them through arbitration. And this same law barred employees from striking during the arbitration process.

The Supreme Court had no problem finding that law unconstitutional. Three times, the Court said that employers and employees cannot be forced to make their contracts through arbitration. Arbitration has to be agreed to by both sides. Whatever power the government has to regulate working conditions itself, it cannot impose a contract on private parties through an arbitral process.

Some individuals may argue that the Wolff Packing trilogy is no longer good law. They are wrong.

First, while we may have a different economy today and the presence of new technology, we still have the same Constitution. Due process means the same thing today that it meant when the Framers adopted the Fifth Amendment. And due process has meant, since the Magna Carta, that no one may be deprived of their rights except by a generally applicable law. While the government can set minimum standards applied generally to all people and all business entities, it cannot compel a special result for one employer and one union in a government-imposed ''contract'' that specifically applies to them and no one else. Congress cannot set aside the Framers' vision just because some individuals and organizations believe those freedoms are outdated.

Second, the Wolff Packing decisions are still good Supreme Court precedent. They have never been revisited or overturned. The Congress does not have the option to overturn Supreme Court precedent—only the Supreme Court can do that.

There are also delegation issues with this legislation. Article I of the Constitution says that ''all'' legislative power is vested in Congress. Likewise, Article II states that all executive power is vested in the President. The articles don't say ''some'' power is vested in these branches; they don't say that these branches have only as much power as they decide not to give away. No—they say that all power is vested in those branches. And they say that for a reason. Congress and the President have to face the voters: every election cycle, they are accountable to the people. If they use public power in a way the people don't like, the people can replace them. But that isn't true about private people. If private people are given government power, they can use that power without answering to anyone. And worse, the people who are supposed to use that power—the Congress and the President—can avoid responsibility for the results.

That is why the Constitution does not permit the government to delegate unlimited government power to private individuals. The Congress cannot just say to some consultant, go write the laws. Indeed, if Congress wants to utilize private expertise, the government has to supervise the private experts. Congress has to make sure that these private people are only helping government, not making government policy. Courts call this principle ''subordination.'' It means that the private party has to be subordinate to some accountable public official. The public official has to be able to review, modify,

or reject what the private party does. Otherwise, the Congress will have delegated power to private people without the proper limits. This legislation clearly violates the Vesting Clauses of the Constitution.

That's exactly what this bill would do. After forcing employers and workers into arbitration, it would assign their case to a panel of private arbitrators. These arbitrators would then be authorized to write an agreement and impose it on the parties. Parties might object to the mandated agreement. But no party would have any way to challenge it. Once the arbitrators made a decision, the decision would be final. No public official would review it; no public official would make sure that it was fair. The arbitrators are private people, and this bill would give them ultimate power to regulate the workplace. That's a major Vesting Clause problem.

Some might argue that H.R. 5408 does not delegate any government power. Is not this all about labor contracts? But that would be wrong. These contracts are not really contracts. A contract is a legally binding agreement that parties mutually agree to; and parties under this proposed legislation will have no right to challenge the imposed contract terms. Instead, the terms are imposed by law—this law. They are effectively regulations. And regulating the workplace is a government power. So, the government cannot give that power to private people without building in public oversight. This bill has no oversight. It is flagrantly unconstitutional.

There are also Appointments Clause and delegation issues under the proposed legislation. Under the Appointments Clause, all officers of the United States have to be appointed by the President and confirmed by the Senate. Likewise, inferior officers have to be appointed by the President, the head of a department, or a court. The line between officers and inferior officers can be unclear. But it is clear, however, that if someone has final say imposed by legislation, that person is an inferior officer. So at minimum, the person must be appointed by the president, a department head, or a court.

This bill has nothing like that. Instead, one arbitrator is appointed by a union, one by an employer, and the third arbitrator, unless mutually agreed upon by the parties, would be appointed by the Federal Mediation and Conciliation Service—which, as previously noted, does not have sufficient personnel to even begin to undertake the mandated mediation and arbitration procedures contained in this legislation. So, private parties will have appointed individuals acting as government officers, and there is no requirement that they be appointed by a department head. And once they're appointed, they have final say over the agreement's terms. At minimum, that makes them inferior officers, who exercise ''substantial executive power.'' This is clear from the holdings in cases like the Supreme Court's decisions in Freytag v. Commissioner and Lucia v. SEC, both of which dealt with lower-level adjudicators. And in fact, in both cases, the parties who had their cases tried by the adjudicators could at least appeal to someone. The parties would have no right to appeal under this bill. These arbitrators would have even more power. This bill makes no effort to comply with the Constitution's appointment rules.

Perhaps the most important constitutional defect of this bill is that it would turn every initial collective bargaining agreement written by government-mandated private arbitrators into a constitutional litigation battleground.

Normally, private contracts do not have to satisfy the Constitution. That's because the Constitution only concerns government action. Under well-established NLRA case law, employers and unions are required to bargain in good faith, with the ultimate objective of reaching an agreement. It is important to note, however, that well-established law also permits any party in collective bargaining to refuse to agree to the other party's proposals or positions. They can always stand on their own positions. So anything they do agree on is ultimately a private decision. And because it is a private decision, the government does not have a say over the final terms. In other words, the agreement involves no ''state action.'' And when there's no state action, there's nothing to trigger a constitutional analysis.

This bill turns that principle on its head. It forces employers and employees to accept an agreement imposed over their objection. And it imposes that agreement by law. The agreement, therefore, is not really an agreement at all: it is a regulation. And because it's a regulation, it is state action. Everything in it has to pass constitutional muster.

That's a real problem. Today, if collective bargaining agreements had to satisfy the Constitution, most of them would fail. Let's just run through a few common examples. Start with compulsory dues. Compulsory dues and fees are payments that non-member employees have to pay to the union in order to keep their job. In right-to-work states, they're illegal. But twenty-four (24) states still allow them. And when they are included in an agreement, employees have to pay the dues or fees whether they want to or not.

But the government cannot impose compulsory payments. In Janus v. AFSCME, the Supreme Court said that the government could not force public employees to pay fair-share fees because there was not a sufficient government interest. That was classic compelled speech, which the Constitution does not allow.

To date, courts have understood Janus as being limited to the public sector. That's because only in the public sector does the state directly force employees to pay the fees. But once this bill passes, that distinction will disappear. The government will be involved whenever an arbitral-created contract requires fair-share fees. All of those contracts will be open to attack in our courts. All of them will be subject to First Amendment scrutiny.

Today, many contracts give the union the right to come into the workplace and speak with the employees at certain times. In a private contract, that's fine. But under constitutional analysis, it's a ''taking.'' In Cedar Point Nursery v. Hassid, the Supreme Court held that California could not force farmers to give unions access to their property. In effect, California had extracted a right to access—an ''easement.'' An easement is property. And the government cannot take property without just compensation. California gave the farmers no compensation, and neither would this bill. So any time this bill imposed a contract with union access rights, it would take property and violate the Fifth Amendment.

There are even more problems in the constitutional area regarding this legislation. For example, grievance procedures would have to comply with constitutional due process. No-strike clauses would have to comply with the Thirteenth Amendment. The problems are endless. We have no idea how far they would go, because the people who wrote this bill didn't think about them. The authors have never explained how we're going to deal with constitutionalizing every government-mandated initial collective bargaining agreement. They have never explained how we're going to deal with the flood of litigation that will wash over our courts. They have never explained any of it—because they can't. This bill is a constitutional disaster waiting to happen.

Sincerely,

G. ROGER KING,
King Labor Law.
ALEX MACDONALD,
Co-Chair, Littler Mendelson Workplace Policy Institute.

COMMEMORATING 100 YEARS OF THE FRANCISCAN SISTERS OF THE IMMACULATE CONCEPTION

HON. J. LUIS CORREA

OF CALIFORNIA

IN THE HOUSE OF REPRESENTATIVES

Monday, June 15, 2026

Mr. CORREA. Mr. Speaker, I rise today to commemorate the legacy of the Franciscan Sisters of the Immaculate Conception and acknowledge their dedication to education, healthcare, and pastoral work, which has persisted through religious hardship and continued to sustain the values of consecrated life.

June 13, 2026, signified the 100th anniversary of the Franciscan Sisters of the Immaculate Conception's mission in providing homes, education, and healthcare across the globe. The Congregdtion continues to extend its mission, addressing the needs of the communities they serve.

We recognize the service of the Franciscan Sisters of the Immaculate Conception and their ongoing contributions to the reparation of society. By following the example of Saint Francis of Assisi—especially in their contribution to their mission in the face of religious persecution—the Congregation embodies the effort inspired by the Holy Spirit that drives the Congregation.

Their commitment to prayer, community, and service remains central to the Congregation and their work today.

I extend my heartfelt congratulations to Franciscan Sisters of the Immaculate Conception and honor their mission in maintaining housing and social outreach to their communities on this significant occasion celebrating 100 years of mission.

RECOGNIZING MASTER SERGEANT DAVID ''LUCKY'' LUCIANO

HON. SCOTT PERRY

OF PENNSYLVANIA

IN THE HOUSE OF REPRESENTATIVES

Monday, June 15, 2026

Mr. PERRY. Mr. Speaker, I rise to recognize Master Sergeant (MSgt) David "Lucky" Luciano on the auspicious occasion of his retirement upon nearly 30 years of service to our Nation in the Pennsylvania Air National Guard.

MSgt Luciano first enlisted in the Air National Guard with the 201st RED HORSE Squadron in October 1997. He attended Basic Training at Lackland AFB, Texas, and became an Engineering Assistant after completing Technical Training at Ft. Leonard Wood, Missouri. Over the course of his nearly 30 years in service, MSgt Luciano ultimately earned promotion to the rank of Master Sergeant and became the Non-Commissioned Officer in Charge of the Pennsylvania Air National Guard Engineering Section.