

## The Games CLAC Plays

CLAC talks about how fast its numbers are growing across Canada - and with tricks like these, which leave workers with little role in choosing the union they want to represent them, it's not surprising.

There are a number of games CLAC plays, including closing open periods, voluntary recognitions, Noah's Ark organizing, negotiating agreements without worker input, and getting rid of "problem" members, that some workers don't think are very fair.

How do these games work? Read on...

### Closing Open Periods

One of the most important rights workers have is the right to choose the union they want to represent them, and to decide to change unions when the one they have isn't doing a good job anymore.

Labour laws set out when workers can change their union if they want to. This is called the "open period" of a contract.

When your collective agreement is for two years or less, the open period is the last two months of the agreement. If your collective agreement runs for more than two years, the open period is the last two months of the agreement, as well as the 11th and 12th month of the second year and each year after that.

Over the years, CLAC has developed a pattern of closing their open periods early, and taking choice away from workers. This is usually done by negotiating a contract just before the current one ends, which means that workers never get the chance to get rid of CLAC. But CLAC has also come up with some more creative ways to make sure workers can't get rid of them...

In one case that went to court, it was revealed that a CLAC contractor, because of their labour agreement with CLAC, actually had to walk off the job before the job was done so they could avoid the open period!

***"At a meeting on February 2, 1998, Ledcor advised Husky that it could not be on the site after March 31, 1998, due to labour issues. Ledcor employed labour organized under the Christian Labour Association of Canada (CLAC). Ledcor conveyed that it had no choice but to be shut down for two months under the terms of its labour arrangements. ...***

***By doing this, Ledcor had no "employees" during the open period, and thus no raiding could occur."***

Alberta Court of Queen's Bench,  
Judicial District of Calgary  
Husky Oil Operations Ltd. v. Ledcor Industries Ltd.  
September 5, 2003  
Paragraph 10 and 69

Adding insult to injury, they then tried to cover it up by getting a letter from Husky to make it look like they weren't trying to avoid the open period!

*"During March, Leducor requested a letter from Husky asking it to leave the project on March 31, 1998. This letter was provided on March 23, 1998. **The evidence is clear that the sole reason for Leducor requesting this letter was to make it to appear that Leducor was not leaving the site due to its labour arrangements, even though the opposite was true.***

*... this letter was requested solely so Leducor could use it to substantiate the myth that it had not voluntarily decided to close down during the open period, but rather been told that its work was over."*

Alberta Court of Queen's Bench,  
Judicial District of Calgary  
Husky Oil Operations Ltd. v. Leducor Industries Ltd.  
September 5, 2003  
Paragraph 12 and 72

In another court case involving a CLAC contractor named J.V. Driver Installations Ltd. (JVD), it was revealed that CLAC and JVD had set up a system of overlapping agreements which meant that a group of carpenters at JV Driver might never have the chance to change unions!

They did this by carving out a group of workers from a contract that was about to enter its open period and negotiated another agreement (called the GPOP agreement) that applied to those workers. Here's what the courts said about this game:

*"The effect of the creation of the GPOP agreement was to deprive the JVD carpenters working on GPOP from exercising their rights to change unions in November and December 2001 which was the open period under the Provincial Agreement. By the time that open period arrived, rights under the agreement had been terminated in favour of rights created under the GPOP agreement. While there would have been an open period under the GPOP agreement, it would not arise until the final two months of its operation, January and February 2003. The further loss of that open period could also arise if again a replacement agreement was earlier negotiated between JVD and CLAC. In this fashion, on an ongoing basis the JVD carpenters could indefinitely lose their right to an open period, and therefore to change the union which represented them.*

***JVD and CLAC had thus created a chain of replacement collective agreements, each coming into operation before the open period under its predecessor commenced indefinitely, precluding the JVD carpenters from changing from representation by CLAC to another union."***

Alberta Court of Queen's Bench,  
Judicial District of Edmonton  
United Brotherhood of Carpenters and Joiners of America,  
Local 1325 v. J.V. Driver Installations Ltd.  
December 10, 2004  
Paragraph 57 and 58

To make matters worse, they negotiated this contract when there weren't even any employees yet! Some choice ...

*"...a collective agreement (the GPOP agreement) dated September 22, 2000 between JVD and CLAC in relation to a Grande Prairie project (GPOP) with a term of September 1, 2000 to February 28, 2003. As of September 22, 2000 JVD had not yet hired any employees who would be bound by the GPOP agreement, and no employees were yet working on the GPOP project. At the same time a Supplemental Agreement was made which exempted GPOP from the operation of the Provincial Agreement."*

Alberta Court of Queen's Bench,  
Judicial District of Edmonton  
United Brotherhood of Carpenters and Joiners of America,  
Local 1325 v. J.V. Driver Installations Ltd.  
December 10, 2004  
Paragraph 13

But, once employees arrived to do the work, they had the chance to decide if they actually wanted to close the open period, right? Wrong ...

*"At the time they were asked to sign the form agreeing to accept the terms and conditions of employment, the persons concerned were signing this document as one of many **mandatory** forms for them to complete to begin employment. ... Evidence from **CLAC and JVD confirmed that without signing this form, persons could not work at the site.** Although they agreed to abide by its terms, persons signing the document did not understand it to be a ratification of the settlement which could form a collective agreement. **This method was not an invitation for employees to express their free choice on the content of the settlement.**"*

Alberta Court of Queen's Bench,  
Judicial District of Edmonton  
United Brotherhood of Carpenters and Joiners of America,  
Local 1325 v. J.V. Driver Installations Ltd.  
December 10, 2004  
Paragraph 62

These are just two examples of the extremes CLAC seems willing to go to in order to close open periods. But there is a clear pattern of signing deals just before workers are about to enter the open period, when they might get rid of CLAC.

The following chart shows some of the recent collective agreements that CLAC has signed which has closed an open period and taken away the option of the employees to switch from CLAC to another union. As you can see, in a number of cases the new contract goes into effect the exact same day that the open period would open!

<i>Employer</i>	<i>Expiry Date of Old Collective Agreement</i>	<i>Start Date of Open Period</i>	<i>Date CLAC Signed New Contract to go into Effect</i>
Save-On Foods & Drugs	May 15, 2001	Mar 14, 2001	Mar 14, 2001
Extendicare (Canada) Inc. Scottish	Oct 31, 2002	Sept 1, 2002	Aug 16, 2001
Ledcor Fabricators Inc.	Feb 28, 2003	Jan 1, 2003	Dec 31, 2002
Ledcor Industrial	Feb 28, 2003	Jan 1, 2003	Dec 31, 2002
Venta Care Centre	July 31, 2003	May 31, 2003	May 31, 2003
Extendicare (Canada) Inc. Somerset	Oct 31, 2003	Sept 1, 2003	Aug 31, 2003
Chinook Animation Productions	Dec 6, 2003	Oct 6, 2003	Sept 29, 2003
Monad Contractors Ltd.	Jan 31, 2004	Dec 1, 2003	Oct 2, 2003
Trotter & Morton Building Technologies Ltd.	Nov 31, 2004	Oct 1, 2004	May 31, 2004
HJB Fabricators Ltd.	Feb 28, 2005	Jan 1, 2005	Dec 16, 2004

It sure seems like CLAC doesn't want its members to enter an open period!

When a union closes an open period this often, you have to ask if they're intentionally trying to avoid giving members a choice about who they want to represent them at work.

It also suggests active support from the employer... it takes two to tango and the same goes for concluding a collective agreement. There's no way CLAC could have closed all these open periods unless the employer wanted that to happen too ... once again, it sure seems that CLAC is the choice of employers.

## Voluntary Recognition

Voluntary recognition is when an employer decides to accept the workers' desire to have a union without going through a certification process. Voluntary recognition isn't always a bad thing - sometimes an employer sees the advantages of dealing with a union; sometimes the employer is union-friendly; and sometimes employers just don't want to go through the sometimes adversarial certification process when they know a majority of employees want a union.

Unfortunately, some employers use the voluntarily recognition of one union as a tool to keep other unions out. Here's just one example of an employer calling CLAC to keep another union out:

***"... Vertex contacted the Christian Labour Association of Canada ("CLAC") with an offer of voluntary recognition with a view that Vertex would likely be facing certification applications from the building trades unions."***

Alberta Labour Relations Board  
Vertex Construction Services Ltd. decision  
March 17, 1999  
Page 2, paragraph 1

When voluntary recognition of a union becomes a regular pattern, especially when employers keep calling the same union and offering to recognize them, maybe workers should ask why.

Based on Alberta Labour Relations Board data from July of 2004, CLAC had 185 bargaining relationships with employers in Alberta. Of those, 37 were voluntary recognitions.

That means that in 1 out of every 5 cases the employer welcomed CLAC in. That may not seem like a lot, but it's more than twice the rate of voluntary recognitions for all other unions in Alberta at that time.

But it gets worse.

The biggest voluntary recognition is for the employees at Save-On-Foods - a province-wide voluntary recognition covering 2,500 employees in 17 stores around Alberta. So, out of CLAC's total membership (which they claim on their website is 38,000) one out of every 15 members is covered by just this one voluntary recognition agreement.

And, if you look at CLAC's bargaining relationships, you'll notice that often there are a number of them for different employee groups of the same employer. Some of them are voluntary recognitions and others are not. Because of the way certification and hiring works in the construction sector, it's also useful to look at what percentage of employers have chosen to voluntarily recognize CLAC.

When we do this, it turns out that at least 40 per cent of all employers welcomed CLAC in. That's a lot of employers who chose to have CLAC represent their workers.

The Alberta Labour Relations Board explains why voluntary recognition is a problem:

*"... there are risks to voluntary recognition which are not present, or are less likely to be present, where the relationship is initiated by a certificate or bargaining authority issued by a labour board, following the full paraphernalia of certification proceedings. For example, there is a danger that a **'sweetheart' deal may be struck, one which favours the trade-union and management but which is to the distinct disadvantage of the employees.***

*Alternatively, an employer may, for no readily apparent reason invite a trade-union to enter into a collective agreement, but later examination reveals that the employer's objective was to influence his employees against another trade-union which had been experiencing some organizational success. Finally, even in the absence of such clear improprieties, **it is entirely possible that a voluntary recognition will result in the employees having foisted on them a bargaining agent which they never wanted and still do not want.**"*

Alberta Labour Relations Board  
Vertex Construction Services Ltd. Decision  
March 17, 1999  
Paragraph 28

We couldn't have said it better ourselves...

## **Noah's Ark Organizing**

Lately, CLAC has been changing the name of the game, and they are actually letting the employees vote on whether they want the union or not. This means that fewer CLAC agreements than in the past are voluntary recognitions.

However, there's a new game CLAC is playing.

We call this game "Noah's Ark organizing." Just like the ark, where the animals came in two by two, CLAC will apply for a certification at a workplace when there are only a handful of employees who they can count on to vote them in. Once the agreements have been signed, new workers who come on the job are bound by the terms of the agreement. They can say no, but then they don't get work. That's not a choice; that's a threat.

Here are just some examples of CLAC's game in action. In each of the examples, CLAC applies for a number of new certifications on the same day. In each of the cases, there are only a handful of employees who vote.

And in all cases, the employer has no objections, which is a pretty rare thing when it comes to union certifications in Alberta. In fact, CLAC applications are almost never opposed by employers – it's almost like employers want CLAC ...

On July 29, 2003 CLAC applied to represent workers in a number of trades at Specialized Rigging Services Ltd.

Who was getting on the CLAC ark at Specialized?

- 2 Boilermakers
- 2 Construction Labourers
- 2 Operating Engineers
- 2 Ironworkers

**The result?** Four certifications, no employer objections, and everyone else who starts work is now a CLAC member.

On June 22, 2004 CLAC applied to represent workers in a number of trades at Gisborne Construction Company Ltd.

Who was getting on the CLAC ark at Gisborne?

- 2 Carpenters
- 2 Plumbers and Pipefitters
- 2 Structural Ironworkers

**The result?** Three certifications, no employer objections, and everyone else who starts work is now a CLAC member.

That worked so well, that on July 21, 2004 CLAC applied to represent more workers in a number of other trades at Gisborne Construction Company Ltd.

Who was getting on the CLAC ark at Gisborne this time?

- 2 Operating Engineers
- 2 Millwrights
- 2 Construction Labourers

**The result?** Three certifications, no employer objections, and everyone else who starts work is now a CLAC member.

On December 21, 2004 CLAC applied to represent workers in a number of trades at Flint Facilities and Pipeline Inc.

Who was getting on the CLAC ark at Flint?

- 2 Ironworkers
- 2 Plumbers and Pipefitters
- 2 Labourers
- 2 Carpenters
- 2 Operating Engineers
- 2 Electricians

**The result?** Six certifications, no employer objections, and everyone else who starts work is now a CLAC member.

On January 11, 2005 CLAC applied to represent workers in a number of trades at Canonbie Contracting Ltd. Who was getting on the CLAC ark at Canonbie?

- 3 Plumbers and Pipefitters
- 2 Operating Engineers
- 5 Structural Ironworkers
- 2 Labourers

**The result?** Four certifications, no employer objections, and everyone else who starts work is now a CLAC member.

On May 10, 2005 CLAC applied to represent workers in a number of trades at Kiewit Industrial Canada Co.

Who was getting on the CLAC ark at Kiewit?

- 2 Ironworkers
- 2 Operating Engineers
- 3 Plumbers and Pipefitters
- 3 Electricians
- 3 Carpenters
- 3 Labourers

**The result?** Six certifications, no employer objections, and everyone else who starts work is now a CLAC member.

### **Does anybody else see a pattern here?**

In another case, CLAC tried to organize employees at Willbros MSI Canada Ltd. The company had two shops in Edmonton: an old one with 28 employees and a new one that hadn't even opened yet that had just 3 employees who were setting up.

CLAC tried to apply for both shops under one agreement. Why? The Alberta Labour Relations Board explains the motivation:

*"... it is expected that the workforce will increase to about 300 employees from the 3 that are currently there when it is at capacity."*

Alberta Labour Relations Board  
Memorandum re: Application for certification as bargaining agent brought by the  
Construction Workers Union (CLAC), Local No. 63 affecting Willbros MSI Canada Inc.  
September 8, 2005

Getting the shop now would allow CLAC to "represent" over 300 workers when only 3 of them actually voted CLAC in!

Luckily for the workers in this case, the Alberta Labour Relations Board stepped in and CLAC ended up withdrawing their application for the second shop.

The amazing thing in all of these cases is that the employer didn't object to the application. With most unions, applications are challenged on everything possible because most employers try to keep a union out. But in all these cases involving CLAC, the employer just let the application sail through.

CLAC has even started to change some of its voluntary recognitions into certifications. For example, Ledcor Industrial Alberta Inc. had a voluntary recognition contract covering "all other employees" who were not covered by one of the many other agreements Ledcor Industrial Alberta has with CLAC.

In 2004, CLAC applied to "carve out" the millwrights from this agreement and have them form a new bargaining unit. So, five workers who used to be covered by a voluntary recognition contract are now certified. The employer, of course, had no objections to the application.

## **Negotiating Agreements without Worker Input**

When workers join unions, they are agreeing to have that union act as their exclusive bargaining agent with the employer. Unions then have the power to bargain with the employer as representatives of the employees. To make this truly democratic and fair to workers, it is very important that employees are involved and that the union is truly representing them.

Unfortunately, another game that CLAC has played at times is to negotiate without worker involvement. In fact, they sometimes negotiate on behalf of employees who don't exist!

The Alberta Labour Relations Board put it quite plainly in a decision they reached saying that CLAC was not the representative of a group:

*"At the time the agreement was negotiated CLAC had not taken steps to involve the employees intended to be covered by the agreement."*

Alberta Labour Relations Board  
Vertex Construction Services Ltd. decision  
March 17, 1999  
Page 2, paragraph 1

CLAC argues that it doesn't matter whether or not employees are involved in negotiating the agreement because CLAC lets employees vote on whether they want to accept the contract. A nice idea, but the Alberta Labour Relations Board disagrees and explains why:

*"Where a union is able to show that it has already achieved a collective agreement with an employer, in the absence of prior employee support, a clear message is sent to the employees that the employer wishes to deal with that bargaining agent, presumably to the exclusion of others. ...*

*It is difficult to imagine a case where a union, having been invited to enter into a collective bargaining relationship with an employer, and further having obtained a signed document which purports to be a collective agreement between itself and the employer, and further having been advised of the locations at which employees are working and being given access to those locations, could be found to have entered into a valid collective agreement.*

...

***We find that CLAC could not have been said to be a bargaining agent at the time the agreement was entered into. We further find that the ratification process followed by CLAC does not serve to rectify its lack of bargaining agent status."***

Alberta Labour Relations Board  
Vertex Construction Services Ltd. Decision  
March 17, 1999  
Paragraphs 34, 40 and 43

What does CLAC think of the rights of employees to participate in choosing the union they want to represent them and to be involved in negotiation?

***"CLAC argued that Board erred in holding that a union must represent the employees at the time of negotiation in order to enter into a valid voluntary recognition collective agreement... "***

Alberta Labour Relations Board  
Vertex Construction Services Ltd. (Re) decision  
August 3, 1999  
Paragraph 7

Luckily, in this case, the Board saw through CLAC and said in its decision:

*"...we summarily dismiss CLAC's application as being without merit."*

Alberta Labour Relations Board  
Vertex Construction Services Ltd. (Re) decision  
August 3, 1999  
Paragraph 13

In another case, CLAC and the employer negotiated a collective agreement despite the fact that there weren't any employees yet:

*"... a collective agreement (the GPOP agreement) dated September 22, 2000 between JVD and CLAC in relation to a Grande Prairie project (GPOP) with a term of September 1, 2000 to February 28, 2003. As of September 22, 2000 JVD had not yet hired any employees who would be bound by the GPOP agreement, and no employees were yet working on the GPOP project. At the same time a Supplemental Agreement was made which exempted GPOP from the operation of the Provincial Agreement."*

Alberta Court of Queen's Bench,  
Judicial District of Edmonton  
United Brotherhood of Carpenters and Joiners of America,  
Local 1325 v. J.V. Driver Installations Ltd.  
December 10, 2004  
Paragraph 13

In a number of cases CLAC and an employer will negotiate a "wall-to-wall" collective agreement that covers all employees and then negotiate separate agreements as it hires more tradespeople on to work. The problem with this is that it's another way to make it less likely that employees will pick a union other than CLAC. As the Alberta Labour Relations Board put it:

*"...this panel remains concerned that the existence of the 'wall to wall' collective agreement may give the wrong impression to employees and other trade unions that a valid bargaining relationship is in force in respect of the previously empty trades, and thus inhibit employee choice in collective representation..."*

Alberta Labour Relations Board  
Firestone Energy Corp. (Re)  
October 14, 2004  
Paragraph 5

## **Getting Rid of "Problem" Members**

CLAC puts out a lot of rhetoric about empowering members and offering real choice. But in a number of cases CLAC members have learned that when it comes to dealing with their so-called representatives, it's CLAC's way or the highway.

We feel that part of union democracy means listening to opposition voices within the union, not getting rid of them. Unions used to exclude women and people of colour, and it's only because those voices were heard in unions that things changed.

Unfortunately, in a number of cases involving CLAC, members that don't agree with CLAC are hung out to dry.

In one case where a worker was fired by his employer, Ledcor, CLAC made the decision to not carry out its duty to fairly represent all its members and dropped his legitimate grievance. Why? The Alberta Labour Relations Board decision writes:

*"Counsel for Mr. Glinz alleges CLAC dropped the grievance, not for reasons based on merit, but rather, because Mr. Glinz, in the eyes of CLAC, had committed an act of 'treason'. He refused to cross a picket line which called into question the legitimacy of CLAC."*

Alberta Labour Relations Board  
Neil O. Glinz, Applicant and Christian Labour Association of Canada, Local No. 63,  
Respondent and Ledcor Industries Limited, Intervenor  
August 31, 1992  
Page 4

After looking at the evidence, what did the Board decide about CLAC's commitment to represent the interests of the people who pay their dues?

*"CLAC did not seek advice from legal or other counsel about whether or not to proceed with the grievance. There is no evidence that CLAC actually even looked at the collective agreement or the Code to check whether Mr. Glinz in fact breached the terms of the collective agreement. They simply relied on Ledcor's statement. ..."*

***We find that CLAC's representation was neither fair nor genuine. CLAC processed the grievance only so far as the collective agreement compelled them to take it. Once they reached that point, we are satisfied they were looking for a convenient excuse to get out of the grievance. Ledcor provided them with the opportunity which CLAC seized. Their representation was insincere, apparent on its face. They made an arbitrary decision, giving only superficial attention to the facts at issue. CLAC made little effort to discover the circumstances surrounding Mr. Glinz's case. They showed total disregard for his interests.***  
...

***Focusing on the union's conduct at the time of the grievance, leaves us with the negative inference that CLAC felt betrayed by Mr. Glinz's support of a rival union and this was an opportune chance to get rid of an opponent."***

Alberta Labour Relations Board  
Neil O. Glinz, Applicant and Christian Labour Association of Canada, Local No. 63,  
Respondent and Ledcor Industries Limited, Intervenor  
August 31, 1992  
Page 7-8

Not exactly the union you want in your corner when push comes to shove. And it's not the only example of CLAC doing this sort of thing.

Another case shows clearly how CLAC likes to treat members it doesn't agree with.

When CLAC member Jan Noster gave notice to CLAC Local 63 that he wanted to stand for election of his Local Board, the CLAC bosses decided to get rid of him because they didn't agree with what he thought. According to the Alberta Labour Relations Board decision that ruled in favour of Mr. Noster:

*"Mr. Noster gave notice that he intended to stand for election to Local 63's Local Board. Shortly thereafter the incumbent Local Board commenced expulsion proceedings against him and purported to suspend him pending those proceedings. It also determined that it would not approve his as a candidate to stand for union office."*

Alberta Labour Relations Board  
Noster (Re)  
March 24, 1999  
Paragraph 2

*"We go further than to say that the decision to commence expulsion proceedings was arbitrary. We find the interference irresistible that the decision was motivated by political considerations."*

Alberta Labour Relations Board  
Noster (Re)  
March 24, 1999  
Paragraph 37

What did Mr. Noster do wrong? Well, for one thing, Co Vanderlaan, the CLAC Alberta Director, didn't like him. As the Alberta Labour Relations Board puts it:

*"Mr. Vanderlaan acknowledged in his testimony before us that Mr. Noster is a 'thorn in my flesh.' Indeed, we infer that Mr. Vanderlaan and the Board viewed him as a dangerous thorn after he had demonstrated enough support among the membership to have them overturn the suspension..."*

Alberta Labour Relations Board  
Noster (Re)  
March 24, 1999  
Paragraph 38

You'll notice that Mr. Noster had the support of other members of the union, but that doesn't matter when the CLAC boss doesn't like you. Clearly Mr. Vanderlaan and the local board had decided that they weren't going to leave it up to the membership to decide:

*"Second we note the timing of the Union's attempt to discipline Mr. Noster. Noster's conduct came up for discussion at the same meeting as the question of which candidates the Local Board would approve to stand for election. Indeed, it was placed on the agenda as the item immediately before the approval of candidates. The disciplinary issue could not have been*

*better placed on the agenda to accomplish a political purpose of keeping Noster off the slate of approved candidates and justifying his exclusion.*

*Though these facts by themselves might only excite the Board's suspicion, we are convinced of the ulterior purpose behind the initiation of disciplinary action by the hurried manner in which the discipline was imposed and the sheer impropriety of the Local Board's action. ...*

*We think that such a rash and obviously wrong decision could only be motivated by the Board's desire to rid itself once and for all of a troublesome and politically dangerous member. ...*

*So, whatever the explanation for the imposition of the summary suspension, we are driven to the conclusion that the decision to commence disciplinary proceedings, at the time and in the manner that they were commenced, was tainted by improper considerations: namely the Local Board's and Mr. Vanderlaan's desire to rid CLAC of a member that they viewed as troublesome and subversive, before the member could achieve his expressed political purpose of being elected to the Local Board. No other explanation appears to us to be consistent with the hurried, unquestioning and legally objectionable way in which the Board rushed to deal with Mr. Noster."*

Alberta Labour Relations Board  
Noster (Re)  
March 24, 1999  
Paragraphs 39-42

The message from this case is clear: if your ideas about how your union should be run don't agree with the ideas of CLAC bosses, they'll get rid of you.

A bizarre fact came out in this case, which shows CLAC's commitment to member democracy and openness to change:

*"We learned that in a typical election procedure for this local (Local 63), the incumbent Local Board commences the nomination process by inviting input from the membership on who might stand for election. ...*

*Nominations from the floor are treated only as recommendations to the Local Board. The incumbent Local Board reserves to itself the decision on how many, and which, recommended candidates will be placed on the ballot and submitted to electors. ... Only the nominees selected by the incumbent Board are placed on the ballot, which is then mailed to members."*

Alberta Labour Relations Board  
Noster (Re)  
March 24, 1999  
Paragraphs 8-9

Now that's democracy! The current board, the people who are supposed to represent the interests of the membership, get to decide who will and won't be allowed to run in an election to manage the affairs of the local.

We have this crazy idea that deciding who should run the affairs of the union local should be up to the membership...but it doesn't look like CLAC agrees.