

Constitution

Grain and General Services Union (ILWU • Canada)
as amended by delegates to
GSU's March 2025 Biennial Policy Convention

1 – Name

1.1 The name of the Organization shall be Grain and General Services Union (ILWU • Canada). For ease of reference, the Union organization shall hereinafter be referred to as either GSU or the Union.

2 – Membership

2.1 Membership in the GSU is open to all workers including, but not limited to, those who are engaged in the operation of grain elevators and/or the processing of grain and/or the provision of agricultural sales, products and services. Membership in GSU is open to all workers regardless of

age, ancestry, creed, marital status, nationality, place of origin, political affiliation, physical disability, race, sex or sexual orientation.

2.2 Application for membership shall be made to the General Secretary of GSU or his/her designate.

2.3 No applicant shall be entitled to the rights and privileges of membership until his/her application has been received and accepted by the General Secretary of GSU or his/her designate.

2.4 Any revocation of membership in the Union must be in writing and delivered to the General Secretary of the union, or his/her designate. Such revocation of membership shall not occur earlier than 90 days from the date said revocation is received by the union.

3 – Aims and Objects

3.1 The objects of the Union shall be:

(a) To advance and safeguard the employment conditions, working conditions and standard of living of its members and their families, by representing its members through the recognized processes of collective bargaining.

(b) To collectively bargain with employers, their officials, or representatives in putting into effect any and all programs agreed upon for the improvement of conditions of employment.

(c) To promote the adoption and maintenance of legislation and public policies that will advance the interests and social wellbeing of its members and that of labour and society in general.

(d) To organize workers into membership in the GSU, within existing Locals or by establishing new Locals.

(e) All members of GSU elected to hold office within the Union shall swear the following Oath of Office:

"I hereby sincerely pledge my word to the members of Grain and General Services Union (ILWU • Canada) that I will truly and faithfully perform the duties of my office in accordance with the Constitution and policies of Grain and General Services Union and that I will act in a manner consistent with continued representation by the Grain and General Services Union."

(f) Any elected representative of the Union who breaks the Oath of Office will be immediately removed from office upon decision by the Executive Committee of GSU. Such removal from office will be for a maximum period of five years or until the removal is successfully appealed to the Joint Executive Council of the Union.

4 – Organization

4.1 Effective January 1, 2010, GSU shall be comprised of Locals organized to correspond to bargaining units represented by GSU. Bargaining units of the Union with members who work in more than one location may be subdivided into Sub-Locals to facilitate democratic representation.

4.2 Locals shall have full autonomy to conduct their collective bargaining, representation and servicing. Each Local shall elect a bargaining committee, a chief shop steward and sufficient stewards for each Sub-Local where applicable.

5 – Joint Executive Council and Policy Convention

5.1 The Joint Executive Council (JEC) of GSU shall be comprised of the President, 1st Vice President and 2nd Vice President elected by delegates to GSU Policy Conventions plus the representatives elected by the Locals. Each Local shall be entitled to at least one (1) representative on the JEC.

Policy Convention

5.2 The Joint Executive Council shall convene a Policy Convention of union delegates within the first five (5) months of 2021 and every two years after. The Policy Convention shall be the coordinating and governing representative body of GSU, its decisions shall be by majority vote.

5.3 The Policy Convention shall consider the business of GSU including resolutions submitted by the Locals, by members, by the Executive Committee or the Joint Executive Council, and by the delegates at Convention. Resolutions, policy statements and reports adopted by the Policy Convention shall become the policy of GSU. Constitutional amendments and changes to GSU membership dues shall be subject to a vote of the GSU members except as provided in Sub-Section 7.1 hereof. The bylaw and constitutional amendments adopted by delegates to GSU Policy Conventions shall be reported to GSU members.

5.4 The regular Policy Conventions of GSU shall be held every two years prior to May 31. Special conventions may be called by direction of a regular Policy Convention or by order of the Joint Executive Council or on request of two or more Locals representing twenty-five (25) percent of the total membership.

5.5 Representation at Policy Conventions shall be assigned to Locals on the basis of one (1) delegate for each 25 (twenty-five) members or major fraction thereof, i.e. 13 (thirteen), in the Local.

The President, 1st Vice President, 2nd Vice President and General Secretary of GSU shall be delegates to the Policy Conventions over and above their respective Locals' entitlement.

5.6 GSU staff members shall be entitled to participate in Policy Conventions on a voice but no vote basis.

Elections, Officers and Duties

5.7 The Policy Convention shall elect the President of GSU, 1st Vice President and 2nd Vice President and they shall be members of the Joint Executive Council. The President, 1st Vice President and 2nd Vice President so elected shall constitute the Executive Committee of the GSU.

5.8 The election of officers shall be by secret ballot. The election of the office of President shall be conducted and completed prior to proceeding to the election of the 1st Vice President and 2nd Vice President. A candidate for any of the offices shall be required to receive a majority of the ballots cast in order to be declared elected and assume office.

5.9 The President, 1st Vice President and 2nd Vice President shall hold office for two years or until their successors are elected at a regular Policy Convention. In the event any of the elected officers of the union resigns or ceases to be a member of the Union in good standing, he/she shall immediately resign and/or shall be deemed to have resigned. A resigned officer shall immediately turn over to the General Secretary of the Union all books, minutes, property and documents belonging to GSU.

5.10 In the event of resignations from the aforementioned Executive Committee, the Joint Executive Council may elect a replacement from amongst Joint Executive Council members except in the case of a resignation of the President who shall be replaced by the 1st Vice President —or if unavailable, the 2nd Vice-President—designated by the Joint Executive Council.

5.11 The Joint Executive Council shall formulate policy and oversee the business of the Union between Policy Conventions. The Executive Committee shall oversee the business of the GSU and formulate policy between meetings of the Joint Executive Council, and shall be entitled to exercise the authority of the Joint Executive Council, on an interim basis between meetings of the Joint Executive Council, such actions to be carried out on an interim basis, until confirmed at the next meeting of the Joint Executive Council.

Officers and Duties

5.12 The Joint Executive Council shall oversee the General Secretary who shall conduct the business of GSU. The Joint Executive Council may also appoint other persons who shall report to the General Secretary and assist him/her in conducting the business of the Union. The Joint Executive Council may, in its discretion, remunerate the General Secretary and such other persons for services rendered or to be rendered.

President

5.13 It shall be the duty of the President of GSU to preside at all Policy Conventions, meetings of the Joint Executive Council and meetings of the Executive Committee. He/she shall be ex-officio member of all committees set up by the Joint Executive Council. He/she may, with the General Secretary, or other officer appointed by the Joint Executive Council, sign and execute all documents related to the affairs of the Union and passed by the Joint Executive Council. If no other person is authorized to do so by resolution of the Joint Executive Council, or if such person

is for any reason unable to do so, he/she may, with the General Secretary sign all cheques and other financial documents issued on behalf of the Union.

Vice-Presidents

5.14 The 1st Vice President assists the President in overseeing the affairs of the Union and, together with the President, 2nd Vice President, and Joint Executive Council, is responsible for ensuring GSU carries out its collective bargaining, representation, and constitutional duties. They assist in overseeing union administration and ensuring funds are used in accordance with the Constitution, Bylaws, or membership vote. In the absence of the President or his/her inability from any cause to act, the 1st Vice-President —or if unavailable, the 2nd Vice-President— shall discharge the duties of the President. If the President's position becomes vacant, the 1st Vice President serves as Acting President until a new President is elected.

The 2nd Vice President assists the President in overseeing the affairs of the Union and, together with the President, 1st Vice President, and Joint Executive Council, is responsible for ensuring GSU carries out its collective bargaining, representation, and constitutional duties. They assist in overseeing union administration. In the absence of the 1st Vice President or his/her inability from any cause to act, the 2nd Vice-President shall discharge the duties of the 1st Vice President.

General Secretary

5.15 (a) It shall be the duty of the General Secretary to attend all Conventions, meetings of the Joint Executive Council and Executive Committee meetings and keep correct minutes of same. With the President, or other officer appointed by the Joint Executive Council, he/she may sign and execute all documents related to the affairs of GSU and may, with the President, or other officer appointed by the Joint Executive Council, sign all cheques and other financial documents issued on behalf of the Union. He/she shall conduct the correspondence of the Union and shall have charge of all records, books, papers and documents.

The duties of the General Secretary shall be to receive and deposit in whatever chartered bank or other company the Joint Executive Council may order, all monies paid to GSU. He/she shall be responsible for keeping a proper set of books showing all transactions of GSU and shall present a full detailed account of receipts and disbursements to the Council whenever so instructed by the Joint Executive Council. He/she may, with the President or other officer appointed by the Joint Executive Council, sign and execute all documents related to the affairs of GSU and passed by the Joint Executive Council and may, with the President or other officer appointed by the Joint Executive Council, sign all cheques and other financial documents issued on behalf of the Union.

The General Secretary or his/her designate shall attend all meetings of the Boards of delegates or executive committees of the Locals; and shall be responsible for the recording of correct minutes of such meetings.

The General secretary or his/her designated staff representative shall sign and execute all documents related to the affairs of any Local within the Union which are passed by the members or elected officers in the Local concerned.

Such documents may also be signed by a member or staff representative of the Union who is so designated by the Officers of the Local.

The General Secretary may delegate particular responsibilities and duties to a staff representative or other staff person appointed to fulfill duties on behalf of the Union.

The General Secretary shall be deemed to be a member of Grain and General Services Union (ILWU • Canada) pursuant to Section 2 - Membership, Sub-section 2.07 of the Bylaws of the Union and she/he shall be a delegate to Policy Conventions with full voice and vote.

(b) Subject to approval by the Joint Executive Council, vacancies in the General Secretary position shall be filled by the Executive Committee through a recruitment and hiring process. The Executive Committee may include additional members of the Council and/or members of the GSU staff to assist with recruitment and hiring.

The Executive Committee shall determine the ability and qualification requirements of the position and all aspects of the candidate vetting and selection process. The Executive Committee may advertise for candidates within and outside GSU's membership.

Auditors

5.16 An auditor shall be appointed by the Joint Executive Council who shall be a Chartered Accountant. He/she shall have access to all the books and accounts of GSU and shall examine the general statement of revenue and expenditure, assets and liabilities, and verify same with the accounts and vouchers related thereto, and shall submit a report to the Joint Executive Council annually.

5.17 The Joint Executive Council shall circulate copies of the Auditor's Report to GSU members.

Resolutions

5.18 Resolutions regarding the general policy and operation of the Union may be submitted by GSU Locals or members to a regular Policy Convention. Between Policy Conventions the Joint Executive Council shall consider such resolutions.

5.19 Upon receipt of resolutions from a Local or from a member the Joint Executive Council shall have the power to decide:

(a) To adopt, amend or reject the resolution;

(b) To submit the resolution, with or without any amendment, to all Locals with request that they conduct a vote of the membership on the matter.

(c) To submit the resolution, with or without any amendment, to a regular Policy Convention.

The Joint Executive Council shall advise a Local or a member that has submitted a resolution what action has been taken and the reasons for same.

5.20 The Joint Executive Council may initiate resolutions for action which it deems to be in the interests of the Union's members.

Voting

5.21 A vote on any question at GSU Policy Conventions and meetings of the Joint Executive Council may be by show of hands, voice, paper or electronic ballot, except in the case of election of officers when voting shall be by a secret paper or electronic ballot.

5.22 The Joint Executive Council may submit any motion it chooses to be voted on by members of the union. Voting on motions submitted by the Council may occur at membership meetings or by mail or electronic ballot as directed by the Council. A majority of fifty percent plus one of the votes cast shall be required to carry or defeat a motion. The Council or their designate shall oversee the conduct of voting, counting of votes and reporting the results to members. Only members in good standing shall be allowed to vote.

Membership Fees

5.23 GSU's membership dues shall be set by the Joint Executive Council but additional membership dues may be set by the members within Locals but shall only become payable by the member as a portion of his/her Union dues when such additional dues are approved by the Joint Executive Council. The Joint Executive Council shall initiate any proposal to increase or decrease membership dues and shall obtain approval by membership vote.

Fiscal Year

5.24 The fiscal year of GSU shall from January 1 to December 31 of each calendar year.

Meetings

5.25 The Joint Executive Council shall convene an Annual Meeting within the five-month period commencing January 1. The Joint Executive Council may meet at other times at the call of the President or upon the request of five (5) of its members; provided that, whenever feasible the business of the Joint Executive Council shall be transacted by conference call, email or regular mail.

Quorum

5.26 A quorum for a meeting of the Joint Executive Council shall be a majority of the members elected.

Bargaining Unit Autonomy

5.27 Each bargaining unit as referenced in Section 4.1 hereof shall be designated as a Local and shall be autonomous; provided that no Local shall take any action whatsoever that affects another Local until it has received the approval of the Joint Executive Council.

5.28 Each Local shall be entitled to determine its own policy and bylaw making process and it is recognized that the Boards of Delegates comprised of representatives elected at sub local meetings shall be the legislative assemblies of their respective bargaining units with the full authority to set bargaining policy, call strike votes, set bargaining unit bylaws, disciplinary sanctions, and otherwise conduct the business of the Local and bargaining unit in every respect. It is further recognized that the aforementioned Boards shall have the discretionary right to refer any matter of their choosing to a general membership vote within the bargaining unit.

6 – Changes in Organization Structure

6.1 The Joint Executive Council shall have the authority to make changes in the structure of the Union in response to the following:

(a) Where the Union becomes the collective bargaining representative for employees of an employer.

(b) Where a divestiture or reorganization occurs within any employer or division thereof where the union already holds collective bargaining rights.

6.2 The Joint Executive Council may establish new Locals and the bylaws related thereto or may merge existing Locals provided that such action is placed before the next Biennial Policy Convention for consideration and approval.

7 – Amendments to the Constitution

7.1 Amendments to this Constitution with the exception of Structure Changes set out in Article 6.1 above, and with the exception of amendments made subject to Sub-section 7.3 below, shall come into effect by a two-thirds vote of those voting at a Biennial Policy Convention or general membership meetings of the Locals and Sub-Locals as the case may be.

7.2 Approval of Joint Executive Council action with respect to Article 6 shall require to be approved by a two-thirds vote of those voting.

7.3 Each Local shall be entitled, subject to Article 5.27 above, to amend the Local provisions of this Constitution pertaining to itself provided that the Local constitution remains consistent with the overall objects of GSU'S constitution and does not increase the Local's representation on the Joint Executive Council or at Policy Conventions. Amendment of the Local provision in question shall be as provided in 7.1 above.

8 – Locals

8.0 As referred to in Sub-Section 4.1 effective January 1, 2010, the Union shall be comprised of Locals organized to correspond to bargaining units represented by GSU. The Joint Executive Council shall assign Local status to new bargaining units as it deems appropriate.

8.1 **Local 1**
Comprising members of GSU working in the bargaining unit of Country Operations and Maintenance employees of Viterra Inc. or its successors in the province of Saskatchewan. The Local shall be subdivided into twenty-two Sub-Locals as described in Appendix A to this Constitution to facilitate access and representation for members. The representatives elected by the Sub-Locals shall comprise the Board of Delegates of the Local and the four elected officers designated by the Board of Delegates shall be the Local's representatives on the Joint Executive Council of GSU.

8.2 **Local 2**
Comprising members of GSU working in the bargaining unit Regina, Saskatchewan Head Office employees of Viterra Inc. and its successors. The two elected officers designated by the Local shall be representatives of the Local on the Joint Executive Council of GSU.

8.3 **Local 4**
Comprising members of GSU working in the bargaining unit of Grain Millers employees and its successors in the city of Yorkton, Saskatchewan. The two elected officers designated by the Local shall be the Local's representatives on the Joint Executive Council of GSU.

8.4 **Local 5**
Comprising members of GSU working in the bargaining unit of Western Producer (GVIC) employees and its successors. The elected officer designated by the Local shall be the Local's representative on the Joint Executive Council of GSU.

8.5 **Local 6**
Comprising members of GSU working in the bargaining unit of employees of Wild West Steelhead and its successors at the Lucky Lake, Saskatchewan fish farm. The elected officer designated by the Local shall be the Local's representative on the Joint Executive Council of GSU.

8.6 **Local 7**
Comprising members of GSU working in the bargaining unit of employees of Heartland Livestock Ltd., Northern Livestock Sales and their successors in the province of Saskatchewan. The Local shall be subdivided into five Sub-Locals as described in Appendix B of this constitution. The Chairperson of the Local or other elected officer designated by the Sub-Locals

shall comprise the Board of Delegates of the Local and the elected officer designated by the Board of Delegates shall be the Local's representative on the Joint Executive Council of GSU.

8.7 **Local 8**

Comprising members of the Advance Employees' Association (AEA) in Regina and Saskatoon, Saskatchewan. Three elected officers designated by AEA shall be the Local's representatives on the Joint Executive Council of GSU.

8.8 **Local 9**

Comprising members of GSU working in the bargaining unit of feed mill workers employed by Trouw Nutrition in Chilliwack, British Columbia. One elected officer designated by the Local shall be the Local's representative on the Joint Executive Council of GSU.

8.9 **Local 10**

Comprising members of GSU working in the bargaining unit of feed mill workers employed by Trouw Nutrition in Westlock, Alberta. One elected officer designated by the Local shall be the Local's representative on the Joint Executive Council of GSU.

8.10 **Local 13**

Comprising members of GSU working in the bargaining unit of employees of IATSE Local 295 in Regina, Saskatchewan.

8.11 **Local 14**

Comprising members of GSU working in the bargaining unit of Country Operations and Maintenance employees of Richardson Pioneer or its successors in the province of Saskatchewan. The local shall be sub-divided into ten Sub-Locals as described in Appendix C to this Constitution. The representatives elected by the Sub-Locals shall comprise the Board of Delegates of the Local and the two elected officers designated by the Board of Delegates shall be the Local's representative on the Joint Executive Council of GSU.

8.12 **Local 15**

Comprising members of GSU working in the bargaining unit(s) of Regina office employees, Ag Retail employees, Ag Research and development employees, Seed plant employees and Maintenance and Operations employees of Nutrien Ag Solutions Ltd. or their successors in the province of Saskatchewan. The Local shall be divided into twenty-three Sub-Locals as described in Appendix D to this Constitution. The representatives elected by the Sub-Locals shall comprise the Board of Delegates of the Local and the four elected officers designated by the Board of Delegates shall be the Local's representative on the Joint Executive Council of GSU.

8.13 **Local 16**

Comprising members of GSU working in the bargaining unit of employees of Lakeland Co-operative Association.

8.14 **Local 17**

Comprising members of GSU working in the bargaining unit of employees of Discovery Co-operative Ltd.

8.15 **Local 18**
Comprising members of GSU working in the bargaining unit of employees of Lloydminster and District Co-operative Association.

8.16 **Local 19**
Comprising members of GSU working in the bargaining unit of employees of Prairie Co-operative Ltd.

9 – Local Operations and Structures

Each of the Locals described in Section 8 above shall be organized and structured as set out below.

9.1 The members of each of the Locals described in Section 8 above shall elect an Executive Committee for their respective Local. The Executive Committee of each Local shall consist of at least three members who shall hold the offices of President, Vice-President, and Secretary-Treasurer respectively.

9.2 The Local shall designate which elected officer(s) shall be the Local's representative(s) and alternates on the Joint Executive Council of GSU.

9.3 The President of a Local shall preside at all meetings of the Local and shall be ex-officio member of all Committees.

9.4 In the absence of the President or his/her inability to act, the Vice-President shall perform the duties of the President.

9.5 It shall be the duty of the Secretary-Treasurer to attend all meetings of his/her Local and keep correct minutes of same. He/she shall conduct the correspondence of the Local and shall have charge of all records, books, papers, and documents. He/she shall be responsible for keeping a proper set of books showing all transactions of the organization affecting the operation of the Local and shall present a full detailed account of receipts and disbursements whenever so instructed. The Secretary-Treasurer shall also be responsible for forwarding copies of all minutes to the Union Office.

9.6 All officers of the Locals shall hold office for one year or until their successors are elected.

9.7 Elected Alternates shall act only when the regularly elected Representative is absent, except that when the elected Representative is no longer able to act, the Alternate shall become the Representative for the remainder of the term of office. An Alternate shall not be eligible to run for the offices which are open to regular Representatives.

9.8 Each Local shall be autonomous in matters of Local significance.

Voting

9.9 A vote upon any question at a membership meeting shall be show of hands or voice, except in the case of election of officers when voting shall be by secret paper or electronic ballot. A majority of fifty-one percent plus one of the votes cast shall be required to carry or defeat any motion or elect an officer. Only members in good standing shall be allowed to vote.

Membership Fees

9.10 The annual membership fees shall be set by the Joint Executive Council, but the Local may set an additional membership fee for members of their Local but, such fee shall only become payable by the member as a portion of the Union dues when such additional fee is approved by the Joint Executive Council.

Meetings

9.11 There shall be an Annual Meeting of each Local's membership held not later than December 15; the Local Executive Committee shall be responsible for setting the date, place and notification of membership for such Annual Meetings.

9.12 Local membership meetings shall be held at least three times annually or on the call of the Local President or any five members of the Local.

Quorum

9.13 A quorum for a meeting of the Local Executive Committee shall be a majority of the members.

Appendix A

Local 1

As referred to in Sub-Section 8.1 of Section 8.0 of this Constitution, GSU Local 1.0 shall be subdivided into Sub-Locals of GSU members working for Viterra Inc. in the Country Operations and Maintenance bargaining unit in Saskatchewan as set out below.

Sub-Local 1.1

Comprising members of GSU working in Regina and district including members in Balgonie.

Sub-Local 1.2

Comprising members of GSU working in Saskatoon and district.

Sub-Local 1.3

Comprising members of GSU working in Moose Jaw and district including members in the Moose Jaw Mustard Plant.

Sub-Local 1.4
Comprising members of GSU working in Yorkton and district including members in Ituna and Waldron.

Sub-Local 1.5
Comprising members of GSU working in Humboldt and district.

Sub-Local 1.6
Comprising members of GSU working in North Battleford and district.

Sub-Local 1.7
Comprising members of GSU working in Belle Plaine.

Sub-Local 1.8
Comprising members of GSU working in Grenfell and district.

Sub-Local 1.9
Comprising members of GSU working in Weyburn and district.

Sub-Local 1.10
Comprising members of GSU working in Raymore and district including Cupar.

Sub-Local 1.11
Comprising members of GSU working in Strongfield.

Sub-Local 1.12
Comprising members of GSU working in Carnduff and district including Fairlight.

Sub-Local 1.13
Comprising members of GSU working in Tisdale and district including members in Valparaiso.

Sub-Local 1.14
Comprising members of GSU working in Wadena and district including members in Foam Lake.

Sub-Local 1.15
Comprising members of GSU working in Rosetown and district.

Sub-Local 1.16
Comprising members of GSU working in Swift Current and district including members in Gull Lake.

Sub-Local 1.17
Comprising members of GSU working in Canora and district including members in Kamsack.

Sub-Local 1.18
Comprising members of GSU working in White Star and district.

Sub-Local 1.19
Comprising members of GSU working in Melfort and district.

Sub-Local 1.20
Comprising members of GSU working in Kindersley, Luseland and district.

Sub-Local 1.21
Comprising members of GSU working in Biggar.

Sub-Local 1.22
Comprising members of GSU working in Lloydminster and district.

Appendix B

Local 7
As referred to in Sub-section 7.1 of Section 7 of this Constitution effective January 1, 2010, GSU Local 7.0 shall be subdivided into to Sub-Locals of GSU members in Saskatchewan as set out below.

Sub-Local 7.1
Comprising members of GSU working for Heartland Livestock Services in Moose Jaw, Saskatchewan and district.

Sub-Local 7.2
Comprising members of GSU working for Heartland Livestock Services in Swift Current, Saskatchewan and district.

Sub-Local 7.3
Comprising members of GSU working for Heartland Livestock Services in Yorkton, Saskatchewan and district.

Sub-Local 7.4
Comprising members of GSU working for Heartland Livestock Services in Prince Albert, Saskatchewan and district.

Sub-Local 7.5
Comprising members of GSU working for Heartland Livestock Services in Lloydminster, Saskatchewan and district.

Appendix C – Sub-Local Structure of Local 14

Local 14
As referred to in Sub-Section 8.10 of Section 8.0 of this Constitution, GSU Local 14.0 shall be subdivided into Sub-Locals of GSU members working in the bargaining unit Country Operations and Maintenance employees of Richardson Pioneer in Saskatchewan as set out below.

Sub-Local 14.1
Comprising members of GSU working in Regina and district including members White City.

Sub-Local 14.2
Comprising members of GSU working in Langenburg and district.

Sub-Local 14.3
Comprising members of GSU working in Melville and district.

Sub-Local 14.4
Comprising members of GSU working in Edenwold and district.

Sub-Local 14.5
Comprising members of GSU working in Carrot River and district.

Sub-Local 14.6
Comprising members of GSU working in Assiniboia and district.

Sub-Local 14.7
Comprising members of GSU working in Maple Creek and district.

Sub-Local 14.8
Comprising members of GSU working in Unity and district.

Sub-Local 14.9
Comprising members of GSU working in Kindersley and district.

Sub-Local 14.10
Comprising members of GSU working in Davidson and district.

Appendix D – Sub-Local Structure of Local 15

Local 15
As referred to in Sub-Section 8.11 of Section 8.0 of this Constitution, GSU Local 15.0 shall be subdivided into Sub-Locals of GSU members working for Nutrien Ag Solutions Ltd. in Saskatchewan as set out below.

Sub-Local 15.1
Comprising members of GSU in Regina and district including members in Balgonie.

Sub-Local 15.2
Comprising members of GSU working in Saskatoon and district including members in Ag R&D.

Sub-Local 15.3
Comprising members of GSU working in Aberdeen, Colonsay, Delisle and Viscount.

Sub-Local 15.4
Comprising members of GSU working in Ituna, Waldron and Theodore including members in Yorkton.

Sub-Local 15.5
Comprising members of GSU working in Humboldt and district including members in Drake and Watson.

Sub-Local 15.6
Comprising members of GSU working in Fielding, Rockhaven, Hamlin and Wilkie.

Sub-Local 15.7
Comprising members of GSU working in Gravelbourg and Kincaid.

Sub-Local 15.8
Comprising members of GSU working in Grenfell and district including members in Lemberg, Montmartre and Wolseley.

Sub-Local 15.9
Comprising members of GSU working in Weyburn and district including members in Fillmore, Radville and Torquay.

Sub-Local 15.10
Comprising members of GSU working in Raymore and district including members in Southey and Watrous.

Sub-Local 15.11
Comprising members of GSU working in Craik and Liberty.

Sub-Local 15.12
Comprising members of GSU working in Carnduff and district including members in Redvers.

Sub-Local 15.13
Comprising members of GSU working in Tisdale and district including members in Porcupine Plain and Valparaiso.

Sub-Local 15.14
Comprising members of GSU working in Wadena and district including members in Foam Lake and Kelvington.

Sub-Local 15.15
Comprising members of GSU working in Rosetown and district including members in Eatonia, Elrose, Eston, Dinsmore, Kindersley, Landis and Perdue.

Sub-Local 15.16
Comprising members of GSU working in Swift Current and district including members in Morse and Shaunavon.

Sub-Local 15.17
Comprising members of GSU working in Canora and district including members in Norquay.

Sub-Local 15.18
Comprising members of GSU working in Albertville, Birch Hills, and Rosthern.

Sub-Local 15.19
Comprising members of GSU working in Melfort and district including members in Ethelton.

Sub-Local 15.20
Comprising members of GSU working in Nipawin and district including members in Choiceland.

Sub-Local 15.21
Comprising members of GSU working in Kerrobert and district including members in Macklin and Luseland.

Sub-Local 15.22
Comprising members of GSU working in Edam, Maidstone, Neilburg and Paradise Hill.

Sub-Local 15.30
Comprising members of GSU working in Regina Head Office.

Appendix E – Rules of Order

The following Rules of Order shall be utilized by all Locals, Regions, etc. of the Union as a guide to conduct of Meetings. These Rules of Order are not to be construed as part of the Constitution.

1. The President or, in his/her absence or at his/her request, the Vice-President shall take the chair at the time specified at all regular and special meetings. In the absence of both the President and Vice-President, a Chairperson shall be chosen by the members present.

2. No question of sectarian character shall be discussed at meetings.

3. When a member wishes to speak, he/she shall be recognized by the Chairperson and shall confine his/her remarks to the question at issue. The Chairperson may request members to announce their name before speaking.

4. A member shall not speak more than once upon a subject until all who wish to speak have had an opportunity to do so.

5. A member shall not interrupt another except if it be to call to a point of order.

6. If a member be called to order he/she shall, at the request of the Chairperson, take his/her seat until the question of order has been decided.

7. Should a member persist in unparliamentary conduct, the Chairperson will be compelled to name him/her and submit his/her conduct to the judgment of the meeting. In such case the member whose conduct is in question should explain and then withdraw, and the meeting will determine what course to pursue in the matter.

8. When a question is put, the Chairperson after announcing the motion shall ask: "Are you ready for the question?" If no member wishes to speak the question shall be put.

9. Questions may be decided by a show of hands, or a standing vote, but a roll call vote may be demanded by 30 percent of the members present.

10. Two members may appeal the decision of the chair. The Chairperson shall then put the question thus: "Shall the decision of the chair be sustained?" The question shall not be debatable except that the Chairperson may make an explanation of his/her decision.

11. The Chairperson shall have the same rights as other members to vote on any question. In case of a tie vote, he/she shall cast the deciding vote.

12. When the previous question is moved, no discussion or amendment of either motion is permitted. If the majority vote that the "question be now put" the original motion has to be put without debate. If the motion to put the question is defeated, discussion will continue on the original motion.

13. A motion may be reconsidered provided the mover of the motion to reconsider voted with the majority, and notice of motion is given for consideration at the next meeting, and said notice of motion is supported by two-thirds of the members at the meeting.

Appendix F – Oath of Office

"I hereby sincerely pledge my word to the members of the Grain and General Services Union (ILWU • Canada) that I will truly and faithfully perform the duties of my office in accordance with the Constitution and policies of Grain and General Services Union, and that I will act in a manner consistent with continued representation by the Grain and General Services Union."

Appendix G – Harassment Policy

The GSU wants to provide a harassment free environment at all its activities. The Union must create an environment in which every member is valued equally, and believes her or himself to be valued equally.

Harassment can be defined as any unwelcome action - whether verbal or physical - on a single or repeated basis which humiliates, insults, or degrades. Unwelcome means any action which the harasser knows or ought reasonably to know, is not desired by the victim of the harassment.

Harassment is a serious form of discrimination which creates feelings of uneasiness, humiliation, and discomfort and strikes at the heart of the Union. As trade Unionists, we must work and socialize together in an atmosphere of mutual respect.

The GSU will take prompt and appropriate action to investigate and resolve any alleged or suspected incidents of harassment.

Harassment is not welcome, not mutual, and not equal.

Definitions

For the purpose of this policy, sexual, racial, and personal harassment are defined as follows:

Sexual Harassment

Sexual harassment includes but is not limited to:

- unwanted sexual attention of a persistent or abusive nature, made by a person who knows or ought reasonably to know that such attention is unwanted; or
- implied or expressed promise of reward for complying with a sexually oriented request; or
- implied or expressed threat or reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request; or
- sexually oriented remarks and/or behaviour which may reasonably be perceived to create a negative psychological and/or emotional environment for work and study.

Examples of sexual harassment are:

- verbal abuse;
- unwelcome remarks, jokes, innuendos or taunting about a person's body, attire, age, marital status, etc.;
- displaying of pornographic, offensive or derogatory depictions;
- practical jokes which ought reasonably to be known to cause embarrassment or humiliation;
- invitations or requests which are reasonably to be known as unwelcome - whether indirect, explicit, or intimidating;
- leering or other gestures;
- demands for sexual favours;

- unnecessary physical contact such as touching, patting, pinching, hugging, punching, and;
- physical assault.

Racial Harassment

Racial harassment includes but is not limited to:

- engaging in a course of comment or conduct that is known or ought reasonably to be known to be unwelcome where such comment or conduct consists of words or action which disrespects or causes humiliation to a member because of his or her race, colour, creed, ancestry, place of origin or ethnic origin.

Examples of racial harassment are:

- slurs, gestures, name-calling, innuendos, or taunts about an individual's racial or ethnic background;
- similar remarks about other racial groups made in the presence of another;
- unwelcome banter, "teasing" or jokes that are racially insulting or present stereotypical portrayals of racial or ethnic groups;
- displaying racist, derogatory, or offensive pictures, materials, or graffiti;
- refusing to work with or even have contact with an employee on the job or in the union because of his or her racial or ethnic background;
- threats, intimidation, assaults, or any use of physical force or violence because of a member's racial or ethnic background.

Personal Harassment

Personal harassment includes but is not limited to:

- repeated, intentional, offensive comments and/or actions deliberately designed to demean and belittle an individual and/or cause personal humiliation.

Examples of personal harassment include:

- verbal abuse;
- unwelcome gestures;
- actions that invade the privacy of personal property of co-workers and/or fellow members;

- spreading unfounded or misinformed rumours that unjustly damage a co-worker's or Union member's reputation;

- intimidation, threat, coercion, blackmail.

Resolutions and Complaint Procedure

Within the Union

A person who believes that she or he is a victim of harassment should take immediate remedial action.

Make it clear that the attention or offensive behaviour is not welcome, either on your own or via a third party (verbally or in writing). Warn him or her that if the behaviour continues, you will pursue the matter. It may be the individual is unaware that the behaviour is offensive.

If the inappropriate behaviour persists, the complainant shall approach one of the designated representatives (Ombudsman) and ask him/her to act on their behalf. If at all possible, member-to-member harassment is best resolved through informal resolution with the confidentiality of all involved parties respected.

Should the harassment fail to be resolved by the informal process, a complainant may wish to make a formal complaint. This complaint will be fully investigated by the designated Representative, who will report to the Executive Committee. The Executive Committee will consider the report and take appropriate action. Every effort should be made to resolve harassment within the Union.

There may be situations, however, where a victim of harassment may wish to consider external alternatives. Complaints may be taken to the appropriate Human Rights Commission. Charges may be laid under the Criminal Code.

Within the Workplace

When harassment takes place within the workplace, complainants may use this procedure, the employer procedure, and/or the grievance procedure.

Designated Representatives

Designated representatives shall be the Executive Committee of the Union and one representative from each province.

The Union will undertake to arrange training for the designated representatives.

The investigation of each incident will be handled confidentially and expeditiously for the victim. In conducting the investigation, the necessary records must be maintained.

IF YOU ARE A VICTIM OF HARASSMENT:

Say No!

Tell the harasser(s) clearly that you do not welcome their actions or remarks. You may want someone with you if you choose to confront the harasser.

Tell Someone!

Inform a designated representative of the incident. All such discussions will be treated confidentially.

The purpose is to resolve the complaint before it reaches the stage where a formal complaint is necessary.

Document What Happened!

Write down the date, time, locations, names of witnesses (if any), how you were harassed, and how you responded.

IF YOU ARE ACCUSED OF HARASSMENT:

Stop!

If you are told your actions or speech are unwelcome or unwanted, then stop and listen! Remember - it is not up to you to define what is uncomfortable for another person.

Resolve!

You may be approached informally with concerns about alleged harassment. This is a good opportunity to resolve the incident in a positive manner.

Document!

Write down the date, time, location, names of witnesses (if any), and your interpretation of the incident.

Appendix H – Internal Complaint Procedure

Set out below is the procedure available when a worker, represented by the Union, has a complaint alleging that her/his rights of participation or fair representation have been violated. This procedure is intended to be accessible and economical for the worker, it does not however, abrogate her/his rights to the recourse provided by a collective agreement or statute.

Every worker represented by GSU is entitled to participation and fair representation regardless of age, ancestry, race, creed, marital status, nationality, place of origin, political affiliation, physical disability, sex or sexual orientation.

Every worker represented by GSU is entitled to equitable treatment, reasonable accommodation and fair representation in the application of the Union constitution, the collective bargaining agreements, the Union's rules and the Union's policies.

If a worker represented by GSU wishes to submit a complaint alleging that her/his rights of participation or fair representation have been violated, the following procedure shall be followed:

1. The complaint shall be submitted by the complainant in writing, including particulars, to the General Secretary of the Union via email, regular mail, hand delivery, facsimile transmission or in person.

2. Upon receipt of a complaint, the General Secretary or her/his designate shall conduct a preliminary investigation and advise the complainant of the results thereof. In addition to investigation of the complaint, the investigation shall ascertain the resolution being sought.

3. Upon completion of the preliminary investigation, the General Secretary or her/his designate shall meet with the complainant and the respondent together or separately. The complainant and respondent shall have the right to ask for representation by a GSU Staff Representative or any other person on her/his behalf. The complainant and/or respondent are responsible for all costs associated with her/his representative except in the case of a GSU Staff Representative.

4. Following Step 3 above, if the complaint is not resolved, it shall be referred to the Executive Committee of the complainant's Local. The Executive Committee shall hear from the complainant and the respondent, and provide a decision.

5. Following Step 4 above, if the complaint is not resolved, it may be referred to a three (3) member Panel comprised of Joint Executive Council members excluding any member of council from the complainant's or respondent's local.

The complainant shall have an opportunity to present the facts, pertaining to the complaint, to the Panel referred to above.

The respondent shall also have an opportunity to present the facts, pertaining to the complaint, to the Panel. The Panel shall deliberate and present both the complainant and respondent with their decision in writing. The ruling of the Panel shall be final and binding upon the complainant and respondent.

If the complainant has an objection to the manner in which her/his complaint was handled, she/he may refer the objection to the General Secretary of the Union.

If you have questions, comments, or concerns about the GSU Constitution, contact your GSU staff representative.

Grain & General Services Union – Regina Office
2334 McIntyre Street, Regina, SK S4P 2S2
Toll-free: 1.866.522.6686 (Regina) | Phone 306.522.6686
Email GSU@gsu.ca
Web GSU.ca