



GAPC Membership Grievance Process

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External

1 PURPOSE AND SCOPE 2

2 GRIEVANCE PROCESS 3

3 GAPC MEMBERSHIP GRIEVANCE REVIEW COMMITTEE 3

APPENDIX A: BYLAWS SECTION 4.4 5

1 PURPOSE AND SCOPE

- 1.1 The GAPC Membership Grievance Process is governed by GAPC Board and seeks to provide a transparent process to seek review and potential remedy for grievances about a GAPC Member's adherence to GAPC Membership Policies and Terms and Conditions.
 - 1.1.1 A grievance is a broad or generic term to capture the expression of dissatisfaction or concern regarding an incident or someone's actions.
 - 1.1.2 When a grievance is raised via a formal process such as the GAPC Membership Grievance Process it is referred to as a complaint.
 - 1.1.3 Complainant is the GAPC Member (individual or organization) that is making the complaint.
- 1.2 If the grievance is related to the treatment of labor on a GAPC Grower Member's operation the individual reporting the grievance will be referred to the GAPC Worker Concern Helpline and the prescribed processes for review and potential remedy.
- 1.3 The GAPC Membership Grievances Process shall only apply to grievances between active Members of GAPC. An individual or organization that meets the criteria as a Regular or Non-contracting Company, Associate or Grower Member, has been approved for GAPC Membership, and is in good financial standing with GAPC is considered an active GAPC Member. In the case of a GAPC Grower Member it must be verified that the individual has participated in a GAPC Program within the last (3) three years.
- 1.4 For the GAPC Membership Grievance Process to apply, a grievance must be directly relevant to one or more of the following:
 - 1.4.1 By-Laws,
 - 1.4.2 Code of Ethics
 - 1.4.3 Antitrust Policy
 - 1.4.4 Privacy Policy
 - 1.4.5 Data Sharing Policy
 - 1.4.6 Membership Grievance Process
 - 1.4.7 Confidentiality Agreement
 - 1.4.8 Conflict of Interest Disclosure
 - 1.4.9 GAPC Claims and Logo Policy
- 1.5 Any grievance outside of the scope explained above, or not involving the parties listed above, shall not be considered by this grievance process.

2 GRIEVANCE PROCESS

- 2.1 Any Member who wishes to make a complaint would need to provide the following information in writing to the GAPC President.
 - 2.1.1 Name of GAPC Member complaint is made against.
 - 2.1.2 Which of the named policies or processes in this document complaint is in regards to and details on how the accused GAPC Member did not follow identified policy and/or process.
 - 2.1.3 Supporting evidence, including all possible documentation, etc. to directly support the complaint.
 - 2.1.4 Details of previous steps that were undertaken to seek resolution directly, prior to turning to the GAPC Grievance Membership Process.
 - 2.1.5 Suggested actions that are needed to correct issues raised in complaint.
- 2.2 The GAPC President will review the given information and ensure it contains all information needed and that the complaint falls within the scope of the GAPC Grievance Membership Process.
- 2.3 Once the GAPC President has provided initial review of complaint it is either returned to the complainant for being insufficient or out of scope or is referred to the GAPC Membership Grievance Review Committee for review.
- 2.4 The GAPC Membership Grievance Review Committee will review the complaint and prescribe actions for one or more GAPC Members involved to resolve the situation to the satisfaction of the GAPC Membership Grievance Review Committee.
- 2.5 In cases where accused GAPC Member has committed or omitted in a way that is deemed grounds for termination (as provided under section 4.4 of the GAPC Bylaws (Appendix A)), that member would be required to take action to resolve the situation to the satisfaction of the GAPC Membership Grievance Review Committee or be sent to Board for Termination review.
- 2.6 Reporting a grievance does not always quickly lead to a solution or remedy. Fair and proper, evaluation and investigation of a grievance may take time especially in cases where information is limited, disputed or inaccurate. GAPC will strive to at least conclude the first GAPC Membership Grievance Review Committee meeting within 30 days of acknowledging receipt of complaint.

3 GAPC MEMBERSHIP GRIEVANCE REVIEW COMMITTEE

- 3.1 The role of the GAPC Membership Grievance Review Committee is to critically review any cases brought forward and either dismiss on merit or scope or assess and formulate practical actions that can be completed to resolve the complaint.

3.2 The GAPC Membership Grievance Review Committee's composition is as follows:

3.2.1 Lead of Grievance Panel – GAPC President

3.2.2 Three GAPC Company Members (Regular or Non-contracting)

3.2.3 Three GAPC Grower Members

3.2.4 Legal Counsel (advisory role only)

APPENDIX A: BYLAWS SECTION 4.4

4.4 Involuntary Termination of Membership. The membership of any Member of the Corporation may be terminated as follows:

(a) **Mandatory Termination for Delinquency.** In the event of any arrearage in dues, fees, assessments, or other financial obligations by the Member to the Corporation for a period of three (3) months after due notice thereof has been sent to the Member in arrears, the President shall notify the Member that the Member's membership in the Corporation has been terminated. No further action of the Board shall be required to terminate the membership of a delinquent Member. Any Member whose membership is terminated due to a delinquency may reapply for membership no sooner than twelve (12) months after the effective date of termination.

(b) **Termination for Cause.**

(i) If any Member or a member of the Board (a "Recommending Party") has reason to believe that a Member should have such Member's membership in the Corporation terminated, such Recommending Party shall provide written notice (a "Termination Proposal") to the President of the Corporation setting forth the name of the Member that the Recommending Party believes should be removed as a member and the grounds for termination of the Member's membership interest. The Board from time to time shall adopt and disseminate policies advising the Members of those acts or omissions that the Board has determined would constitute sufficient grounds for termination hereunder; provided, however, that nothing herein shall limit the Board's discretion to approve the termination of a member for any act or omission that the Board determines to be in substantial conflict with, or adverse to, the Corporation's stated objectives and purposes as set forth in Article 2, whether or not expressly set forth in such advisory communications.

(ii) At the first regularly scheduled meeting of the Board following the President's receipt of a Termination Proposal, the President shall present the Termination Proposal to the Board. No action shall be taken on the Termination Proposal at such meeting. At the second regularly scheduled meeting of the Board following the President's receipt of a Termination Proposal, the Board shall discuss the Termination Proposal and upon motion from a member of the Board vote to (i) determine that cause does not exist for the termination of the Member subject to the Termination Proposal, in which case the Termination Proposal shall be dismissed; (ii) determine that the Board needs additional information before acting on the Termination Proposal, authorize the President to conduct an investigation and develop additional facts for consideration by the Board, and postpone a vote on the merits of the Termination Proposal until such time that additional facts have been developed, but in no event shall a follow-up vote be postponed for more than two (2) Board meetings; or (iii) determine that, in the sole discretion of the Board,

cause exists to terminate the membership interest of the Member identified in the Termination Proposal. No Member shall be terminated hereunder if the Board determines in its sole discretion that the Termination Proposal was intended to, or if approved would, substantially lessen competition in the applicable product and geographic market of the Member who is the subject of the Termination Proposal.

(iii) If the Board affirmatively votes that it has cause to terminate a Member's membership interest, the President shall give such Member written notice of the Board's decision not less than fifteen (15) days prior to the effective date of termination (the "Termination Effective Date") of the Board's decision and the basis for the Board's decision. The Member shall be given an opportunity to be heard by the full Board (or a subcommittee of the Board authorized by the Board to decide that the termination shall not take place), orally or in writing, not less than five (5) days prior to the Termination Effective Date

(iv) Any Member whose membership is terminated, either voluntarily or involuntarily, shall remain fully liable for any unpaid dues or assessments theretofore levied against them and also fully liable for his or its proportionate share of all obligations incurred by the Corporation prior to the effective date of termination, except as otherwise provided in these Bylaws.