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Moose Jaw



# 2024 Director Election Handbook



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# Preface

The Moose Jaw Co-operative Association Limited is a locally operated co-operative owned by its members. The shares that you purchase when you join Moose Jaw Co-op make you a member-owner and provide you with all the value and benefits of membership in this highly successful co-operative.

As a member in good standing and as an owner you are eligible to participate in the democratic processes that are unique to co-operatives. This means that you have the ability to nominate candidates for the Board of Directors, vote in Director elections, stand for election as a Director, and actively participate in the Annual General Meeting.

This handbook provides important information about the Director election process and the role of a Director for members who may be considering standing for election to the Board. This booklet details the democratic structure, election process, as well as procedures and qualifications for a position on the Board of Directors. The information provides an outline concerning the roles, responsibilities and duties of a Director and the commitment that a member will need to make if they are successful in attaining a position on the Board.

Newly elected Directors will also find the information in this handbook a useful reference as they embark on a term on the Moose Jaw Co-op Board of Directors.



## Moose Jaw

**Moose Jaw Co-operative Association Ltd.**

**500 - 1st Avenue NW**

**Moose Jaw, SK,**

**S6H 3M5**

**PHONE: (306) 692-2351**

**FAX: (306) 692-7032**

**EMAIL: [info@moosejawcoop.ca](mailto:info@moosejawcoop.ca)**

**[www.moosejawcoop.com](http://www.moosejawcoop.com)**

# Introduction

A co-operative is a jointly owned and democratically controlled enterprise that meets the common economic, social and cultural needs of its members. The Moose Jaw Co-operative Association Limited was incorporated in 1944. We have grown from a single location into a major retailer for fuel, food, home & building, and agriculture services in South Central Saskatchewan.

Locally owned and operated, Moose Jaw Co-op employs over 240 people. At the fiscal end of 2022, Moose Jaw Co-op had sales of almost \$200 million and currently has more than 19,000 members.

Moose Jaw Co-op's Head Office is located in Moose Jaw at 500 - 1st Avenue NW. We offer a variety of services and products from our facilities located in Moose Jaw, Avonlea, Wilcox and Liberty. Moose Jaw Co-op's trading area encompasses many communities across the region including:

- Avonlea
  - Belle Plaine
  - Briercrest
  - Cardross
  - Caronport
  - Drinkwater
  - Keeler
  - Marquis
  - Moose Jaw
  - Moose Jaw Rural
  - Mortlach
  - Rouleau
  - Stony Beach
  - Spring Valley
  - Truax
  - Tuxford
  - Wilcox
- 
- Liberty
  - Stalwart
  - Imperial
  - Penzance
  - Holdfast
  - Dilke
  - Chamberlain
  - Craik

# Seven Co-operative Principles

## 1. Voluntary and Open Membership

Co-operatives are voluntary organizations, open to all persons able to use their services and willing to accept the responsibilities of membership, without gender, social, racial, political or religious discrimination.

## 2. Democratic Member Control

Co-operatives are democratic organizations controlled by their members, who actively participate in setting their policies and making decisions. Individuals serving as elected representatives are accountable to the membership. In primary co-operatives members have equal voting rights (one member, one vote) and co-operatives at other levels are also organized in a democratic manner.

## 3. Member Economic Participation

Members contribute equitably to, and democratically control, the capital of their co-operative. At least part of that capital is usually the common property of the co-operative. Members usually receive limited compensation, if any, on capital subscribed as a condition of membership. Members allocate surpluses for any or all of the following purposes: developing their co-operative, possibly by setting up reserves, part of which at least would be indivisible; benefiting members in proportion to their transactions with the co-operative; and supporting other activities approved by the membership.

## 4. Autonomy and Independence

Co-operatives are autonomous, self-help organizations controlled by their members. If they enter into agreements with other organizations, including governments, or raise capital from external sources, they do so on terms that ensure democratic control by their members and maintain their co-operative autonomy.

## 5. Education, Training, and Information

Co-operatives provide education and training for their members, elected representatives, managers and employees so they can contribute effectively to the development of their co-operatives. They inform the general public – particularly young people and opinion leaders – about the nature and benefits of co-operation.

## 6. Cooperation among Co-operatives

Co-operatives serve their members most effectively and strengthen the co-operative movement by working together through local, national, regional and international structures.

## 7. Concern for Community

Co-operatives work for the sustainable development of their communities through policies approved by their members.

International Co-operative Alliance  
[www.ica.coop/en/whats-co-op/co-operative-identity-values-principles](http://www.ica.coop/en/whats-co-op/co-operative-identity-values-principles)

# Moose Jaw Co-op Values, Vision, Mission

Local co-operatives develop their own values, vision and mission statements in alignment with international co-operative values based on self-help, self-responsibility, democracy, equality, equity, and solidarity. Moose Jaw Co-op has established the following values, vision and mission to guide its operations:

## **Values**

Excellence, Trustworthy, Community, People First

## **Vision**

We will be the community leader by putting people first in the delivery of value and excellence.

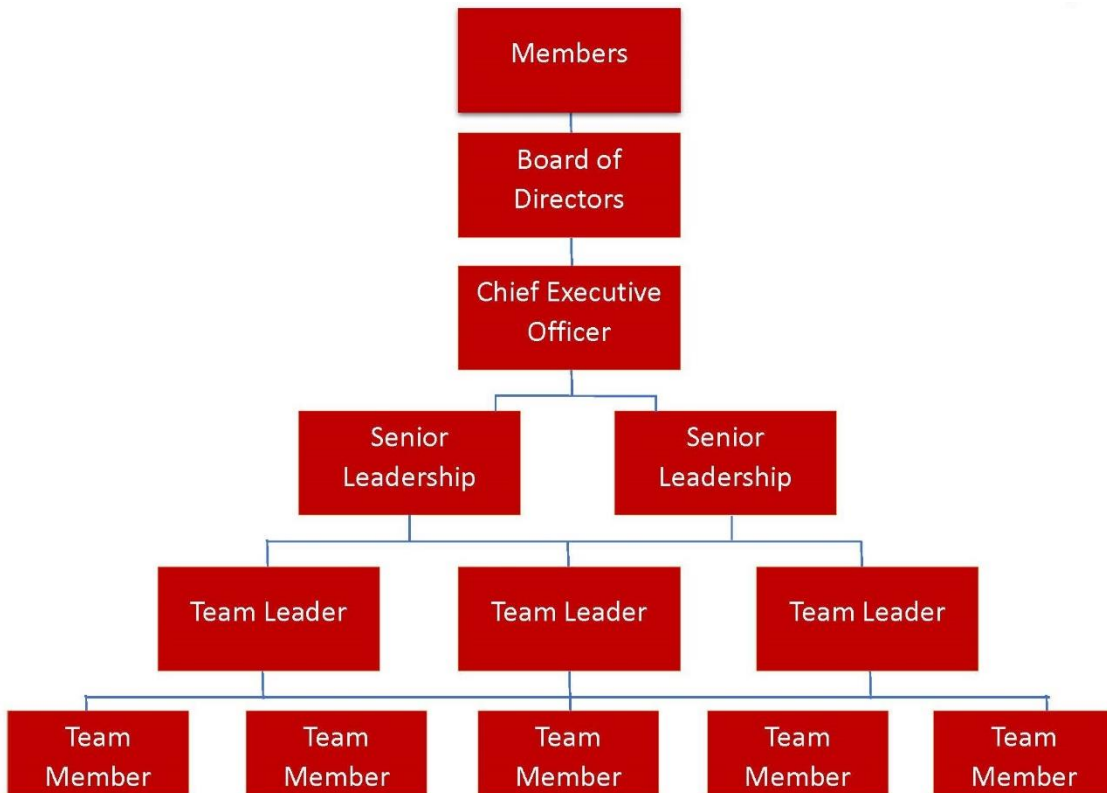
## **Mission**

We serve and give back to our community by providing top-quality goods and services through total business excellence.



# Moose Jaw Co-op Structure

Members of the Moose Jaw Co-op are responsible for electing the Board of Directors. The Board works with the Chief Executive Officer to ensure successful management of the business and affairs of the Co-op. In turn, the Chief Executive Officer reports directly to the Board of Directors for the efficient conduct of the operations of the Co-op.



# Director Elections

The election of Directors takes place annually at the Annual General Meeting, which is usually held in May. Directors are elected to the Moose Jaw Co-op Board of Directors by the Co-op members through a formal democratic voting process. There are nine members on the Board of Directors, including a President, Vice President, and Board Secretary.

Directors oversee the management of the business and affairs of Moose Jaw Co-op, subject to *The Co-operatives Act, 1996; Regulations; Articles of Incorporation;* and the Co-op's Bylaws.

Each year, Moose Jaw Co-op members elect three Directors to the Board of Directors, each for a three-year term. The term of office for each of the nine Director positions expires on a staggered basis; that is, the term of office for three Director positions expires in the current year, three positions in the next year, and three positions in the following year. This transition period provides the Board with continuity and stability and ensures that a certain number of experienced Directors remain on the Board to assist newly elected Directors in learning their roles and responsibilities.

# Board of Director Competencies

Competencies noted below are important attributes for Board members. Some of these competencies are learned competencies, however the majority are developed throughout your career and lifetime. Ideally the more competencies you possess, the more value you will add to the Board, and in turn to Moose Jaw Co-op.

**Independent thinking:** Maintains convictions despite undue influence, opposition, or threat.

**Teamwork:** Recognizes the importance of a thorough consideration and discussion of issues before reaching a consensus and making decisions and/or taking actions. Respects the decisions of the group and the confidentiality of those decisions.

**Effective communication:** Is able to carefully listen to others to understand and is able to convey key ideas in a comprehensive and succinct manner.

**Knowledge of the co-operative model and the CRS:** Understands the history of co-operatives, co-operative principles and values, the co-operative business model, and the Co-operative Retailing System in Western Canada.

**Knowledge of the business:** Has sufficient knowledge of the business lines in which the co-operative is engaged, or may be engaged in the future, in order to carry out the board's monitoring and oversight role.

**Strategic thinking:** Applies creativity, a big picture view and relevant knowledge of the business environment (both opportunities and challenges) to develop long-term, strategic goals and priorities.

**Financial literacy and planning:** Reads and interprets budgets, financial statements, and reports, and links these reports to the co-operative's strategic goals and plans.

**Risk oversight:** Understands the various risks of the co-operative enterprise and ensures systems and processes are in place to mitigate those risks.

**Performance assessment:** Effectively monitors and assesses the Chief Executive Officer's performance and productivity in relation to certain pre-established criteria and business objectives.

**Conflict resolution:** Ensures that conflict is resolved with justice, fairness, and respect in order to maintain healthy relationships.

**Adaptability to change:** Able to recognize the changes occurring in the broader economic, social, and internal business environment to make informed decisions about how the co-operative may need to adapt as a result.

**Analytical and critical thinking:** Able to synthesize large quantities of information from a variety of sources and to evaluate that information in order to make sound, strategic long-term decisions; able to question management constructively on direction to ensure the co-operative's best interest.

# Director Responsibilities

Within the framework of the Moose Jaw Co-op governance model and business structure, Directors speak and act on behalf of the Co-op's members.

The Board of Directors has responsibility for the following matters:

- Establishing the overall mission, objectives, and policies for the direction of the Co-op.
- Establishing policies, processes and procedures for the structure and operation of the Board itself.
- Selecting, appointing, monitoring, evaluating, and setting remuneration of the Chief Executive Officer.
- Approving the organizational structure and salary schedules for the upper levels of the organizational structure.
- Developing and reviewing policies.
- Setting direction and guidelines for planning, budgeting, and monitoring and measuring organizational performance.
- Reviewing and approving business plans, capital, and operating budgets.
- Reviewing and recommending bylaw amendments.
- Reviewing and approving membership applications.
- Reviewing and recommending patronage allocation to members.
- Reviewing and authorizing repayment of member equity.
- Ensuring that risks to the business are identified and effective systems are in place to manage those risks.
- Participating in succession planning for the Board and Chief Executive Officer.
- Reviewing the adequacy and integrity of internal control and management information systems.
- Availing oneself of Director training and education opportunities.
- Supporting the Chief Executive Officer in professional development, community participation, developmental meetings, and events.
- Demonstrating leadership by personally supporting and promoting Moose Jaw Co-op.

## **Meetings and Time Commitment**

Board member commitment requirements include attendance and participation at the following:

- Board meetings
- Committee meetings
- Long range planning meetings
- Annual operating and budget review meetings
- Strategic planning meetings
- Chief Executive Officer performance appraisal meeting
- Annual General Meeting

Board meetings typically begin at 5:30 p.m. and occur monthly on the last Thursday of every month, except for December. Committee meetings and other activities may be conducted during or outside of regular business hours and occasionally on weekends.

In addition to the above requirements, Directors are encouraged to participate in learning and networking activities and events such as:

- Director Development Program online courses and Director development in person sessions
- Moose Jaw Co-op facility openings
- Community events
- Federated Co-operatives Limited conferences, such as FCL District 3 June Meeting and FCL Leaders Conference

Directors typically devote approximately 70 hours per year to Moose Jaw Co-op business.

## **Ethical Responsibility**

Directors must act honestly and in good faith with a view to the best interests of the Moose Jaw Co-op and its members. They are individually and collectively, as a Board, responsible for the legal and fiduciary implications of the decisions they make. A Director must avoid conflicts of interest, observe high standards of integrity and ethics, and maintain the confidentiality and security of the boardroom.

## **Conflict of Interest**

A Director must disclose to Moose Jaw Co-op the nature and extent of any real or perceived interest that the Director has in a material contract or transaction, or a proposed material contract or transaction, with Moose Jaw Co-op, and any material change to any such interest, if the Director:

- (a) is a party to the contract or transaction;
- (b) is a Director or officer, or an individual acting in a similar capacity, of a party to the contract or transaction; or
- (c) has a material interest in a party to the contract or transaction.

## Commitment to Office

Directors are required to sign a Commitment to Office prior to assuming their term of office and annually thereafter.

# Director Compensation

In accordance with Bylaw 6.11, Director Remuneration, Directors shall be paid remuneration for their services at the same rate as the Federated Co-operatives Limited delegate remuneration, which is established annually at the Federated Co-operatives Limited Annual Meeting.

The following guidelines shall apply:

- |   |                             |
|---|-----------------------------|
| (a) Full day training course or meeting | 100% of FCL Delegate's rate |
| (b) Board Meetings                      | 50% of FCL Delegate's rate  |
| (c) Committee Meetings                  | 30% of FCL Delegate's rate  |

In addition, Directors receive a monthly honorarium; the amount is determined by the Board of Directors in accordance with the individual's role on the Board (i.e., President, Secretary, Director).

Directors will be reimbursed for out-of-pocket expenses to cover sustenance when attending meetings as well as a car allowance based on the cents/kilometre rate as passed by Federated Co-operatives Limited at its Annual Meeting.

Reimbursement for out-of-pocket expenses for travel, accommodation, and associated costs for out-of-town meetings, conferences, training and education, and development sessions is also provided.

# Director Eligibility

A member seeking nomination for the position of Director of The Moose Jaw Co-operative Association Limited should ensure their address and other information on file with Moose Jaw Co-op is current. To update your membership information, please contact the Moose Jaw Co-op Administration Office by calling 306-692-2351.

Members must meet the following eligibility requirements in accordance with Section 75 of *The Cooperatives Act, 1996*:

### *Qualifications of Directors*

*75(1) A person is not eligible to be a Director where the person:*

- (a) is less than 18 years of age;*
- (b) has been found by a court in Saskatchewan or elsewhere to lack capacity;*

- (c) is not an individual;*
- (d) is not a member of the co-operative or a duly appointed representative of a member that is a partnership, association, firm, body corporate or public body;*
- (e) has the status of bankrupt.*

The Moose Jaw Co-op has set qualifications of Directors that are in addition to those set out in *The Cooperatives Act, 1996*. Potential Board members must meet the following eligibility requirements in accordance with Bylaw 6.01, Qualifications of Directors and Bylaw 6.02, Election of Directors.

#### *Qualifications of Directors*

*6.01 The following individuals, in addition to those specified in the Act and the regulations, shall not be eligible to be elected or entitled to remain Directors of the Co-operative:*

- (a) Individuals having an account with the Co-operative which is in arrears;*
- (b) Individuals who have not transacted at least \$1,500.00 in business with the Co-operative during the preceding fiscal year;*
- (c) Employees of the Co-operative.*

#### *Election of Directors*

- 6.02 (a) Except as provided herein, the procedure for election of Directors and the filling of vacancies on the Board shall be as specified in the Act.*
- (b) The name of each nominee to the position of Director must be submitted in writing by the nominee to the business office of the Moose Jaw Co-operative Association Limited at least 14 days before the date of the Annual General Meeting at which the election will be held.*

**NOTE: Upon being elected, Directors are required to complete a criminal record check.**

## **Nomination Process**

### **Nominating Procedure**

In order for a nomination to be accepted, the name of each nominee to the position of Director must be submitted in writing by the nominee in the form determined by the Board to the Administration Office of the Moose Jaw Co-op at least 14 days before the date of the Annual General Meeting at which the election will be held. (See Appendix “A” – 2024 Director Nomination Form). The nominee must meet the eligibility requirements set out on page 14 and 15 of this handbook. In addition, the name, signature and information of the person nominating the candidate must be included on the Nomination Form. The nominator must be a member in good standing of the Moose Jaw Co-op.

### **Candidate Profile Information**

Candidates are required to submit a brief biography (max. 350 words) along with a ‘head and shoulders’ image. The biography and image will be posted on the Moose Jaw Co-op website at [www.moosejawcoop.com](http://www.moosejawcoop.com). The biography will be posted as it is received, with no editing.

## Nomination Package Checklist

- Complete and sign the Candidate Information section of the Nomination Form (Appendix “A”). The information on the form must be complete and legible.
- Ensure the Nominator Information section is complete and ensure that the nominator’s signature, mailing address and membership number is included. Candidates are responsible for ensuring the nominator has a valid Moose Jaw Co-op membership in his or her own name (not the name of a family member).
- Provide your Profile Information consisting of a brief biography (no more than 350 words) and a ‘head and shoulders’ image of yourself. Include a hard copy of the biography with your Nomination Package **and** send both the bio (Microsoft Word document) and image (JPEG or PNG) via email to [Maureen.latta@moosejawcoop.ca](mailto:Maureen.latta@moosejawcoop.ca).
- Place the Nomination Form along with a hard copy of the biography into a sealed envelope marked **CONFIDENTIAL: Board Nomination Package**.

All documents become the property of Moose Jaw Co-op and shall not be returned to the nominee.

## Nomination Submission Deadline

Send or hand deliver your sealed Board Nomination Package to the address below *no later than* **4:30 p.m. on April 29, 2024**.

**Administration Office  
Moose Jaw Co-op  
500 - 1st Avenue NW  
Moose Jaw, SK S6H 3M5**

**Moose Jaw Co-op SHALL NOT accept late Nomination Forms, biographies or images. All required material must be in one complete package, marked CONFIDENTIAL.**

## Close of Nominations

After the close of nominations on April 29, the Nominations Committee will review each Nomination Package to ensure that all requested information has been provided and to validate each nominee’s eligibility. The Nominations Committee Chair, or designate, will inform each individual who submitted a Nomination Form of his or her eligibility status.



## **Privacy of Information Waiver**

The nominee, by signing and submitting personal and member information required on the Director Nomination Form, agrees to allow Moose Jaw Co-op to publish any and all of the information, including photograph and bio, for the purpose of communicating the candidate's information to members and the public. Should the candidate be elected, this waiver will remain in effect for the duration of the Director's term of office.

In addition, in compliance with privacy legislation, candidates who are elected to the Board of Directors agree to allow The Moose Jaw Co-operative Association Limited to retain the nomination information on file during their term of office. This information will be provided to the Governance & Communications Manager for retention in the individual Director's files with Moose Jaw Co-op.

Moose Jaw Co-op will retain nomination application information on all other candidates for a period of three months from the date of the Annual General Meeting, after which time the information will be destroyed.

## **Attendance at Annual General Meeting**

Elections are held at the Annual General Meeting of the Moose Jaw Co-operative Association. Candidates are required to attend the Annual General Meeting and to present a two-minute speech. The 2024 Annual General Meeting is scheduled for **7:00 p.m. on Tuesday, May 14** at the Grant Hall, 401 Main Street North, Moose Jaw. Registration opens at 6:30 p.m.

## **Questions?**

If you have questions regarding the Director Election, please contact:

**Jim Waldenberger, Chairperson, Nominations Committee**  
**EMAIL: [jim.waldenberger@moosejawcoop.ca](mailto:jim.waldenberger@moosejawcoop.ca)**

**OR**

**Reception, The Moose Jaw Co-operative Association Ltd.**  
**PHONE: (306) 692-2351**  
**EMAIL: [info@moosejawcoop.ca](mailto:info@moosejawcoop.ca)**



# Appendices

**Appendix “A” – 2024 Director Nomination Form**

**Appendix “B” – Supplemental Bylaws of The Moose Jaw Co-operative Association Limited**

# **APPENDIX A**

*Moose Jaw Co-operative Association Limited*  
*2024 Director Nomination Form*



Moose Jaw

**Candidate Information**

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I, \_\_\_\_\_ (please print), hereby submit my name as a nominee for director of the Board of Directors for The Moose Jaw Co-operative Association Limited and certify that I meet eligibility requirements in accordance with Bylaw No. 6.01 and No. 6.02.

Candidate Address: \_\_\_\_\_

Candidate Phone: \_\_\_\_\_ Candidate Email: \_\_\_\_\_

Candidate's Co-op Member Number: \_\_\_\_\_

*Occupation and Work Experience:*

\_\_\_\_\_  
\_\_\_\_\_

*Board related experience, skills and/or qualifications:*

\_\_\_\_\_  
\_\_\_\_\_

*All nominees must:*

- Attach Candidate Profile Information (see pg. 15 of Director Election Handbook)

*I certify that all answers are true, correct and complete to the best of my knowledge. Further, I agree to allow The Moose Jaw Co-op Co-operative Association Ltd. to publish my name, photograph and bio, for the purpose of communicating director candidate information to members and the public.*

\_\_\_\_\_

*Signature*

*Date*

**Nominator Information**

---

Nominator Name (please print): \_\_\_\_\_

Nominator Address: \_\_\_\_\_

Nominator Phone: \_\_\_\_\_ Nominator's Co-op Member Number: \_\_\_\_\_

\_\_\_\_\_

*Signature*

*Date*

## **APPENDIX B**

**SUPPLEMENTAL BYLAWS  
OF  
THE MOOSE JAW CO-OPERATIVE ASSOCIATION  
LIMITED**

**I. DEFINITIONS**

1.01 Terms are defined in these bylaws as they are in the Co-op Act unless otherwise specified.

(a) “Act” means The Co-operative Act, S.S., C. C-37.1 as amended from time to time, and in the case of such amendment, any references in the bylaws of the Co-operative shall be read as referring to the amended provisions;

(b) “the Co-operative” means the co-operative which adopts these bylaws;

(c) “the Director”, “Board” and “Board of Directors” means the directors of the Co-operative for the time being;

(d) “in writing” and “written” include words printed, painted, engraved, lithographed, photographed or represented or reproduced by any mode of representing or reproducing words in visible form;

(e) “regulations” means the regulations, from time to time, passed by the Lieutenant Governor in Council pursuant to the Act;

(f) “trading area” means the geographic area or areas in which the Co-operative carries on its business activities;

(g) all terms contained in the bylaws and which are defined in the Act shall have the meanings given to such terms in the Act;

(h) words importing the masculine gender shall include the feminine, and words importing the singular shall include the plural and vice versa;

(i) the headings used in the bylaws are inserted for references only and are not to be considered in construing the terms thereof or to be deemed in any way to clarify, modify or explain the effect of any such terms;

(j) “Moose Jaw Co-op” means Moose Jaw Co-operative Association Limited.

## **II. BUSINESS OF THE CO-OPERATIVE**

### **Registered Office**

- 2.01 The registered office of the Co-operative shall be located in the City of Moose Jaw in the Province of Saskatchewan.

### **Fiscal Year**

- 2.02 The fiscal year of the Co-operative shall end on the 31<sup>st</sup> day of January in each year.

### **Execution of Instruments**

- 2.03 (a) Contracts, documents or instruments in writing requiring execution by the Co-operative shall be signed on behalf of the Co-operative by two persons; and, subject to clause (b), either the President or the Secretary shall sign such contracts, documents or instruments in writing on behalf of the Co-operative.
- (b) The Board is authorized, from time to time, to appoint by resolution any officer or officers or any persons on behalf of the Co-operative either to sign contracts, documents or instruments in writing.

### **Financing Arrangements**

- 2.04 The financial business of the Co-operative, including without limitation, the borrowing of money and the giving of security therefore, shall be transacted with such credit unions, credit union centrals, banks, trust companies or other bodies corporate or organizations as may, from time to time be designated by or under the authority of the Board. Such financial business or any part thereof shall be transacted under such agreements, instructions and delegations of powers as the Board may, from time to time, specify or authorize.

## **III. SHARES AND MEMBERSHIPS**

### **Memberships**

- 3.01 Subject to paragraph 3.02, any person who can use the services of the Co-operative and who, in the case of an individual, is 16 years of age or older, is eligible to become a member of the Co-operative.

### **Approval of Membership**

- 3.02 No person may become a member of the Co-operative unless that person has submitted a written application for membership, and until the said application has been approved by the Board or a committee thereof.

### **Voting at Annual Meeting**

- 3.03 A person must be approved as a member no later than the date of the last Board meeting prior to the annual meeting.



### **Share Purchase Requirements**

- 3.04 (a) Applications for memberships are required to purchase a minimum of five (5) common shares of the Co-operative at \$1.00 (one dollar) per share.
- (b) Notwithstanding the provisions of bylaw 3.04 (a), a person who previously obtained membership in the Co-operative shall be permitted to maintain membership if such person has an investment registered in his name of at least one share of capital stock of the Co-operative.

### **Responsibility of Members**

- 3.05 Members shall faithfully support and promote the business and affairs of the Co-operative and shall be bound by the bylaws and policies of the Co-operative.

### **Liens and Set-Off**

- 3.06 (a) The Co-operative's lien on a member's shares, whether held solely or jointly with others, shall be a first and paramount lien whether or not the time for payment of the member's debt has arrived.
- (b) The Co-operative may redeem any member's shares and set off against the Proceeds of such redemption all debts of such member as are due by the member to the Co-operative at the time of such redemption.
- (c) The Co-operative may set off against amounts standing to the credit of a member all debts of such member as may be due to the Co-operative.

### **Transfer of Shares and Memberships**

- 3.07 The transfer of shares and memberships shall be as specified in the Act.

### **Transmission of Shares and Memberships**

- 3.08 The transmission of shares and memberships shall be as specified in the Act.

### **Withdrawal of Membership**

- 3.09 (a) A member may apply to withdraw from the Co-operative by giving to the Secretary of the Co-operative six months written notice of intention to withdraw. The Board, by resolution, may accept any application to withdraw upon shorter notice.
- (b) Written notice to the Co-operative of the receivership or bankruptcy of a member of the Co-operative shall have the same force and effect as an application to withdraw.
- (c) Written notice to the Co-operative of the dissolution of a body corporate that is a member of the Co-operative shall have the same force and effect as an application to withdraw.

**Members Who Have Reached the Age of 70**

- 3.10 When an individual member reaches the age of 70 years, he may request payment of amount owing to him, except for those shares required as a condition of membership; and the payout pursuant to such a request shall be subject to paragraph 3.14.

**Cessation or Termination of Membership**

- 3.11 Membership ceases when the Board of Directors approves withdrawal or issues an order of termination pursuant to paragraph 3.12.

**Termination of Membership**

- 3.12 (a) Termination of membership shall be subject to the Act.
- (b) A record shall be kept regarding the reason or reasons for the termination of a membership.

**Appeal of Membership Termination Order**

- 3.13 Appeal of membership termination order shall be subject to provision of the Act.

**Payment to Members**

- 3.14 (a) The Co-operative shall purchase all of a withdrawing member's shares at their par value and shall repay the member loans within six months of the director's approval of the withdrawal, when withdrawal is for one of the following reasons:
- (i) death of the member; or
  - (ii) the member has permanently moved out of the Co-operative's trading area.
- (b) When withdrawal is for reasons other than those described in clause (a), the Co-operative shall repay those shares required as a condition of membership, at their par value, and the member loans within six months of the date of the director's approval of the withdrawal; and the balance of the member's allocated earnings shall be paid within a period not exceeding twenty years of the date of the director's approval of the withdrawal.
- (c) When the directors have terminated the membership of a person in the Co-operative, the Co-operative shall pay the amounts due to the member in the manner provided in the Act.

#### **IV. GENERAL MEETINGS**

##### **Place of General Meetings**

- 4.01 General meetings of the Co-operative shall be held at such locations in Saskatchewan and in the trading area of the Co-operative, as may be determined by the Board of Directors.

##### **Quorum at General Meetings**

- 4.02 (a) The quorum at any annual or special meeting of members shall be as specified in the Act.
- (b) (i) Where a quorum is present at the opening of a general meeting of members but does not continue to be present throughout the general meeting, the remaining members present may not transact any business after the quorum ceases to exist.
- (ii) Any business transacted while a quorum is present shall be valid and effective.
- (iii) When the fact that a quorum ceases to be present has been drawn to the attention of the chairman, he shall adjourn the meeting to a fixed time and place; and the chairman may continue to do so at subsequent meetings until such a quorum is present.

##### **Annual General Meeting Agenda**

- 4.03 The agenda for the annual meeting shall include the following:
1. Call to order by the President or Chairman.
  2. Reading and disposal of the minutes of the preceding annual general meeting.
  3. Business arising from the minutes.
  4. Reports:
    - (a) Directors
    - (b) Management
    - (c) Other Officers and special committees
    - (d) Delegates to other organizations
  5. Auditor's report and financial statement and adoption thereof.
  6. Resolutions, recommendations and bylaws.
  7. Election of Directors

8. Appointment of Auditors
9. New Business
10. Adjournment

**Appointment of Auditor**

- 4.04 (a) The members shall, by ordinary resolution at each annual general meeting, appoint an auditor to hold office until the close of the next annual general meeting.
- (b) Notwithstanding clause (a), where an auditor is not appointed at an annual general meeting of members, the incumbent auditor continues in office until the successor is appointed.

**V. ALLOCATIONS**

**Allocation of Surplus in a Fiscal Year**

- 5.01 The provisions regarding the allocation of surplus in a fiscal year shall be as specified in the Act.

**VI. DIRECTORS**

**Qualifications of Directors**

- 6.01 The following individuals, in addition to those specified in the Act and the regulations, shall not be eligible to be elected or entitled to remain directors of the Co-operative:
- (a) Individuals having an account with the Co-operative which is in arrears;
  - (b) Individuals who have not transacted at least \$1,500.00 in business with the Co-operative during the preceding fiscal year;
  - (c) Employees of the Co-operative.

**Election of Directors**

- 6.02 (a) Except as provided herein, the procedure for election of directors and the filling of vacancies on the board shall be as specified in the Act.
- (b) The name of each nominee to the position of director must be submitted in writing by the nominee to the business office of the Moose Jaw Co-operative Association Limited at least 14 days before the date of the Annual General Meeting at which the election will be held.

**Number of Directors**

- 6.03 The number of directors required to constitute a full board shall be a minimum of seven to a maximum of eleven.

*(Amended Oct. 2022)*

**Term of Office**

- 6.04 The term of office for directors shall be three years; provided that there shall a rotation of terms to require the election of one-third of the directors to office each year.

**Removal of Directors**

- 6.05 The members of the Co-operative may remove any director or directors from office by a special resolution.

**Calling Meetings**

- 6.06 The provisions regarding the calling of director's meetings shall be as specified in the Act.

**Quorum**

- 6.07 (a) The quorum necessary for the transaction of business by the directors at any Board meeting shall be a majority of the directors.
- (b) If a quorum is not present at the opening of a Board meeting, the directors present may adjourn the meeting to a fixed time and place but may not transact any other business.
- (c) Where a quorum is present at the opening of a Board meeting, but does not continue to be present throughout the meeting, the remaining directors may not transact any business after the quorum ceases to exist.

**Transaction of Business at Directors' Meeting**

- 6.08 (a) At regular and legally constituted meetings of the Board or any committee of the Board, all questions may be decided by a simple majority vote. In the case of any equality of votes, the motion shall be lost.
- (b) The President or other presiding officer may vote upon any resolution but shall not have a second or casting vote in the event of a tie.

**Directors' Duties and Powers**

- 6.09 (a) The directors shall carry out the duties and may exercise the powers given to them in the Act.
- (b) The directors shall fix the remuneration of any officers appointed by them and shall approve the scale of remuneration for the management group reporting directly to the General Manager.

### **Directors' Committees**

6.10 The directors shall be paid such remuneration for their services as the members shall approve by ordinary resolution at an annual meeting, and which shall remain in effect until changed at a subsequent annual meeting.

### 6.11 **Director Remuneration**

The directors shall be paid remuneration for their services at the same rate as the Federated Co-operatives Limited delegate remuneration which is established annually at the Federated Co-operatives Limited Annual Meeting.

The following guidelines shall apply:

- |   |                             |
|---|-----------------------------|
| (a) Full day training course or meeting | 100% of FCL Delegate's rate |
| (b) Board Meetings                      | 50% of FCL Delegate's rate  |
| (c) Committee Meetings                  | 30% of FCL Delegate's rate  |

In addition directors will be reimbursed for out-of-pocket expenses to cover sustenance when attending meetings as well as a car allowance based on the cents/kilometre rate as passed by Federated Co-operatives Limited Annual Meeting.

### **Officers**

- 6.12 (a) Within fourteen days following the conclusion of the annual general meeting each year, the Board shall elect from among the directors:
- (i) President, First Vice-President and Second Vice-President;
  - (ii) Secretary, who may, but not need, be a director.
- (b) The President shall preside as chairman at all general meetings of the Co-op and all meetings of the directors, except that the Board of Directors may appoint an independent chairman for any annual or special meeting of members.
- (c) The President shall be an ex officio member of all committees appointed.
- (d) The President shall perform such other duties and exercise such other powers as are incidental to such office or as may be required from time to time by the Board.
- (e) The First Vice-President, in the absence of the President, shall discharge the duties of the President.

- (f) The Second Vice-President, in the absence of the President and First Vice-President, shall discharge the duties of the President.
- (g) The Secretary shall:
  - (i) Attend all general meetings of the Co-operative and all directors' meetings and keep or cause to be kept correct minutes of the same;
  - (ii) Have charge of the seal, if any, of the Co-operative;
  - (iii) Conduct the correspondence of the Co-operative and , subject to the order of the Board, have charge of all non-financial corporate records, books, papers and documents of the Co-operative;
  - (iv) Perform such other duties and exercise such other powers that are incidental to the office or as may be required, from time to time, by the Board.
- (h) The Board may appoint and delegate powers and duties to such officers, in addition to the President, First Vice-President, Second Vice-President and Secretary, as it deems necessary to properly conduct the affairs of the Co-operative.
- (i) The Board, in its discretion, may remove any officer of the Co-operative and elect or appoint another individual to fill the unexpired portion of the individual's term.
- (j) Subject to clause (i), each director appointed by the Board as an officer shall hold office until the conclusion of the next Board reorganization meeting or until resigning, whichever first occurs.

**Director Indemnification**

- 6.13 (a) The Co-operative shall indemnify each of its directors and officers against all costs, charges and expenses, including an amount paid to settle and action or satisfy a judgement reasonable incurred by that director or officer in respect of any civil, criminal, or administrative action or proceeding to which that person is made a party by reason of being or having been a director or officer of the Co-operative, if:
- (i) the director or officer acted honestly and in good faith with a view to the best interests of the Co-operative; and
  - (ii) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the director or officer had reasonable grounds for believing that the conduct was lawful; and
  - (iii) the director or officer gave notice to the Co-operative of the civil, criminal or administrative action or proceeding promptly upon becoming aware of it and co-operated with the Co-operative in the defence of the action or proceeding to such extent as may be reasonable in the circumstances; or

- (iv) the director or officer was substantially successful in the defence of the civil, criminal, or administrative action.
- (b) The indemnification by the Co-operative or its directors and officers shall extend and apply to an action by or on behalf of the Co-operative against the director or officer if all the conditions of paragraph 6.13 (a) have been met and the Co-operative has received the approval of the Court, and that application for approval may be made by the Co-operative, the director or the officer.
- (c) The indemnification by the Co-operative of its directors and officers pursuant to paragraphs 6.13 (a) and (b) shall extend and apply to all former directors and officers and every person who acts or has acted as the request of the Co-operative as a director or officer of a body corporate of which the Co-operative is or was a member or creditor, and to their heirs and legal representatives.

## **VII. ENACTMENT, AMENDMENT AND APPEAL OF BYLAWS**

- 7.01 (a) The members may, at any annual or special meeting called for the purpose, enact, amend, repeal or replace any bylaw where written notice of the proposed enactment, amendment, repeal or replacement is:
- (i) sent to the members with the notice of the meeting at which the enactment, amendment, repeal or replacement is to be considered, by a simple majority of the votes cast at the meeting; or
  - (ii) not forwarded to each member with the notice described in clause (a) by a unanimous vote of the votes cast at the meeting.
- (b) In lieu of the written notice required to be sent to the Co-operative members pursuant to clause (a), the Co-operative may:
- (i) insert the notice in not less than two issues of a newspaper circulated in the trading areas of the Co-operative; and
  - (ii) post the notice in a place that, in the opinion of the directors, is prominent and accessible to the members;

and the provisions of the Act respecting newspaper notices for annual or special meetings shall be applicable.



**VIII. DISSOLUTION**

**Statement of Dissolution**

- 8.01 Upon the dissolution of the Co-operative, the distribution of the property shall be in accordance with the Statement of Dissolution.

**Unclaimed Funds**

- 8.02 Any funds remaining and unclaimed by creditors or members after three years from the date of the approval of the dissolution of the Co-operative shall be distributed in accordance with the Statement of Dissolution.