SASKATCHEWAN UNION OF NURSES

BYLAWS

2026

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BYLAWS

TRUE CERTIFIED COPY OF THE BYLAWS OF

THE SASKATCHEWAN UNION OF NURSES

SIGNED THIS 16th DAY OF JUNE, 2026



PRESIDENT

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BYLAW 1 DEFINITIONS

1.01 Unless otherwise expressly provided, “send” shall be deemed to refer to transmission by prepaid regular mail, and a document shall be deemed to have been sent on the date on which it or the envelope enclosing it was postmarked. Send may also be deemed to refer to transmission through appropriate electronic communication.

1.02 Chartered Local means a group of members who have been issued a charter by the Union’s Board of Directors and which shall hereinafter be referred to as a Local. The Charter shall be signed by the President of the Union.

1.03 General Meeting means an annual meeting, bargaining conference or special meeting of the Union.

1.04 Annual Meeting means a meeting of the general membership convened yearly for the purpose of conducting the affairs of the Union. Without limiting the generality of the foregoing, it includes the receipt of reports, elections, and the consideration of Constitution, Bylaws and Local Bylaws prototype amendments and resolutions.

1.05 Bargaining Conference means a meeting convened for the purpose of conveying information on and ratification of bargaining principles presented by the negotiations committee. At the first opportunity, the agenda of the conference will include a standing motion to accept the principles package.

1.06 Special Meeting means a meeting convened on written request to consider one or more subjects as indicated in the request.

1.07 Certified Bargaining Unit means a unit of employees appropriate for the purpose of bargaining collectively within the scope of *The Saskatchewan Employment Act* or the *Canada Labour Code*, or as these acts may be amended from time to time, for which a certification order has been issued by the Labour Relations Board.

1.08 The Board means the Union’s Board of Directors.

1.09 Director means a member of the Union’s Board of Directors.

1.10 Network means a defined geographic area composed of sub-networks.

1.11 Base hospitals shall mean those large acute care facilities located in Regina and Saskatoon.

1.12 Resolution means a motion proposed at a general meeting of the Union.

1.13 Signed means a member has provided their original signature or a member has provided their personal SUN Nurse ID number as assigned to them by SUN.

BYLAW 2 MEMBERSHIP

2.01 No person shall be discriminated against or denied membership in the Union by reasons identified in the *Saskatchewan Human Rights Code*.

2.02 Any person who is eligible to be a member of the Union who has applied for membership and who pays such dues and assessments as may from time to time be required, shall be accepted as a member in good standing of the Union. All members in good standing shall have equal rights and equal responsibilities.

Membership in a Local is determined by positions within a sub-network and/or a base hospital and/or a certified bargaining unit.

Where employer-initiated operational or organizational changes create uncertainty regarding Local membership, the Board shall determine the Local membership of the affected positions, in consultation with the relevant Locals. Where employer-initiated changes require the creation of a new Local, the Board shall issue a charter as per Bylaw 1.02.

2.03 Any member of the Union who is laid off shall continue to be a member of the Union in good standing without payment of dues, with all rights and privileges that this entails until such time as the member's seniority has expired pursuant to the terms of the relevant collective agreement.

2.04 a) Any member of the Union who has been terminated from their employment shall continue to be a member in good standing of the Union without payment of dues with all rights and privileges that this entails provided their termination is the subject of a grievance or an application to the Labour Relations Board and until it is determined that their termination was for just cause.

b) Any member of the Union who has lost their nursing registration due to disability and/or who remains unable to work in the SUN bargaining unit shall continue to be a member in good standing of the Union without payment of dues with all rights and privileges that this entails until it is determined that all further challenges to remain a SUN member have been exhausted.

2.05 Any member of the Union on a permitted leave of absence shall continue to be a member in good standing of the Union without payment of dues for the period of the permitted leave of absence, with all rights and privileges that this entails.

2.06 Any board member or network lead running or elected as a member of the legislative assembly or member of parliament office shall resign from appointed/elected SUN positions.

2.07 Any Finance, Negotiations, Constitution, Bylaws and Resolutions, Nominations and Community Connections committee member running or elected as a member of the legislative assembly or member of parliament office shall resign from appointed/elected SUN positions.

2.08 Any member who is a member of the Board of Directors, Finance, Negotiations, or Constitution, Bylaws and Resolutions committees, or a Network Lead cannot hold an elected position with their regulatory body.

2.09 The elected full-time president, first vice-president and network leads of the Union shall continue to be a member in good standing of the Union with the payment of dues and assessments.

2.10 Any person who is appointed as a Life Member of the Union shall be free of any dues or fees, may attend general meetings and have voice at the courtesy of the chair, shall not have voting privileges, shall not be a delegate or representative on behalf of SUN, and shall not hold elected office.

Networks

2.11 The membership shall be divided into networks as per Appendix C (map).

Chartered Locals

2.12 Every Local shall be deemed to have adopted Local bylaws consistent with the Local Bylaws Prototype.

2.13 The Local shall have the authority to:

i) Administer the affairs of the local within the context of the SUN Constitution and Bylaws and Local Bylaws.

ii) Establish policies regarding the administration of the Local.

2.14 In any situation in which there is reason to believe that a Local has adopted or undertaken policies or activities contrary to the objectives and policies of the Union, the Board shall conduct an investigation into the affairs of the Local and the Board may upon a two-third ($^2/_3$) vote:

i) Suspend the Charter of the Local on such terms and conditions as the Board may see fit. Suspension of such Charters means all members of said Local shall lose their good standing until the terms and conditions as set by the Board have been met; or
ii) Appoint a trustee or trustees for the Local, and
iii) Require the Local to amend and rectify any policies or activities contrary to the principles and policies of the Union. This request will be given in writing to the Local stating a period of time allowed to rectify the situation.

Where the Board makes any of the orders provided above, the Board may order that all funds and properties of any nature held by the Local shall revert to the Union to be held in trust for the purposes of effecting a reorganization of the said Local or said Local becomes active.

2.15 Where a Local dissolves, secedes or voluntarily surrenders its Charter, the Board may order that all funds and properties of any nature held by the Local shall be held in trust.

2.16 Where the Board orders that all funds and properties held by a Local shall revert to the Union, it shall be the duty of the officers of the Local to deliver, forthwith, all funds and properties of any nature held by the Local to the President of the Union. The President shall be entitled to take immediate possession of all funds, properties, books and records of the Local and shall have authority to bring appropriate legal proceedings to secure such funds, properties, books and records.

2.17 A Local may merge with and transfer its jurisdiction, rights, privileges, duties and its assets to another Local within their network. The Local which is transferring and the Local(s) which is receiving the transfer of said jurisdiction, rights, privileges, duties and assets must each approve the said merger and transfer by the two-third ($^2/_3$) vote of the members attending a meeting called for that purpose.

Notice of such a meeting shall be communicated to local members at least two weeks prior to the date of such meeting. The said notice shall include the place, date, time and purpose of the meeting. When these procedures have been completed and on receipt of all documents pertaining to the merger, the Board shall approve the transfer and issue a new or amended Charter to the Local which has resulted from the merger. The transfer of jurisdiction shall be deemed to be complete on the date the new or amended Charter is issued.

BYLAW 3 MEETINGS

Annual Meeting

3.01 Written notice of the Annual Meeting shall be sent at least forty-five (45) days prior to the meeting to all members specifying the subjects to be considered and the proposed agendas.

3.02 A tentative agenda for the Annual Meeting will be printed in the Annual Meeting Operations Report.

A final agenda, if different than the tentative agenda, shall be available at the Annual Meeting prior to the vote on adoption of the agenda.

3.03 The Constitution, Bylaws and Resolutions Committee shall prepare the forms for submission of constitutional amendment(s), bylaw amendment(s), Local Bylaws prototype amendment(s) and resolution(s) and send to all members on November 15. If November 15 falls on the weekend, the deadline will be the next business day.

3.04

i) Throughout the year and up to 1200 hours on January 15, any member may submit to the Constitution, Bylaws and Resolutions Committee, constitutional amendment(s), bylaw amendment(s), Local Bylaws prototype amendment(s) and resolution(s), in writing, signed by such member and a seconder. If January 15 falls on the weekend, the deadline will be 1200 hours the next business day.

ii) The Board may submit resolutions(s) to the Constitution, Bylaws and Resolutions Committee pursuant to the time restrictions determined by the Constitution, Bylaws and Resolutions Committee.

iii) Resolutions deemed to be urgent may be submitted in writing to the committee at the meeting, pursuant to the time restrictions determined by the Constitution, Bylaws and Resolutions Committee.

An urgent resolution deals with an event or action that occurs after the deadline date for receipt of resolutions. The mover shall indicate, in writing, why this resolution should be considered urgent.

Special Meetings

3.05 Special meetings of the Union shall be held, on written request to the President of the Union, by:

i) at least one-third (1/3) of the Board, or

ii) at least one-third (1/3) of the members, or

iii) at least one-third (1/3) of the Locals.

3.06 A written request made on behalf of a Local shall be signed by the Local President or designate and any other member of the Local as the case may be.

3.07 Upon receipt of a request, the President shall, within forty-five (45) days, hold a special meeting.

3.08 Written notice of the special meeting shall be sent, at least twenty-one (21) days prior to the special meeting, to all members.

3.09 If a special meeting of the Union is called, SUN Local Presidents or designates shall be funded to attend as per SUN's membership reimbursement policy.

3.10 Only the subjects that are specified in the notice shall be considered and acted upon.

Rules of Procedure

3.11 i) The First Vice-President shall take the chair at the time specified at all general meetings if the President is absent or upon request. In the absence of both the President and the First Vice-President, the Second Vice-President shall take the chair. In the absence of the President, the First Vice-President and the Second Vice-President, a chair shall be selected by and from the Board of Directors.

ii) Upon calling the meeting to order, the chair shall introduce individuals who are authorized to attend and who are not members of the Union.

iii) No matter of a sectarian character shall be discussed.

iv) When a member wishes to speak, they shall proceed to one of the microphones provided for that purpose. When recognized by the chair, they shall give their name and the Local to which they belong. The member will address the chair and confine remarks to the question at issue.

v) Unless otherwise specified, any decision taken at a general meeting shall take effect forthwith at the conclusion of the meeting.

vi) The quorum for a general meeting of the Union shall be a majority of those members registered in attendance on each day of the meeting.

vii) In all matters not regulated by these rules of procedure and order of business, Robert's Rules of Order, Revised, shall govern.

Voting

3.12 Every member in good standing of the Union may attend and participate in any general meeting of the Union. Each member is entitled to one (1) vote and there shall be no vote by proxy.

3.13 Voting on any matter at the general meeting shall be by show of hands or standing vote unless the President or the chair otherwise directs or unless otherwise provided hereinafter.

3.14 The President or chair may, at their discretion, and shall, upon a motion, require a counted vote.

Scrutineers

3.15 The chair of the meeting shall appoint eight (8) or more members to act as Scrutineers. A chief scrutineer shall be elected by and from themselves.

3.16 The chief scrutineer shall arrange for the holding of any counted vote, distribution, collection and counting of ballots if used, with

the exception of the counting of election ballots and shall report the results, in writing, to the chair.

Bargaining Conference

3.17 A bargaining conference of the Union shall be held prior to negotiations at a time and place determined by the Board.

BYLAW 4 NOMINATIONS AND ELECTIONS

Provincial Nominations

4.01 Nomination forms for any and all elected positions shall be prepared by the Nominations Committee and sent to all members on November 15. The Terms of Reference shall accompany the nominations forms. If November 15 falls on the weekend, the deadline will be the next business day.

4.02 Nominees shall allow their names to stand for only one (1) position open for election on the Board of Directors and/or standing committee(s) of the Union.

In the event a member is part way through a term of office, that member may run for an open position on the Board of Directors or committee(s) without resigning their present position. Should that member be successful in this election, they must then resign from their former position.

This vacated position shall be filled in a by-election to be held at the Annual Meeting.

4.03 Nominees for the office of President, First Vice-President and Second Vice-President shall be from the general membership.

4.04 Nominees for the office of Network Representative shall be from the members of the given Network who work the majority of their regular paid hours (>60%) within their respective Network, excluding base hospitals.

4.05 Nominees for the office of Base Hospital Representatives shall be from the members who work the majority of their regular paid hours (>60%) within the base hospitals.

4.06 Nominees for the position of South Network Lead shall be from the members who work the majority of their work (>80%) within the SE, SW, Regina Networks or Regina Base Hospitals.

Nominees for the position of North Network Lead shall be from the members who work the majority of their work (>80%) within the NE, NW, Saskatoon Networks or Saskatoon Base Hospitals.

4.07 Nominees for elected positions on committees shall be from the general membership, except that nominees for elected or appointed positions on the Negotiations Committee shall be from their identified place of employment.

4.08 In order to run for or maintain an elected position in the Union, a member must be in good standing with the Saskatchewan Union of Nurses.

4.09 Each nomination submitted shall be on an official Nominations Form and signed by a nominator and seconder. The nominee shall consent in writing to accept the office if elected.

4.10 Nominations shall be accepted by the Nominations Committee until 1200 hours on January 15. Nominees should contact the SUN Regina office to ensure the Nomination Form and the Position Statement have been received. If January 15 falls on the weekend, the deadline will be 1200 hours the next business day.

4.11 The list of nominees so prepared shall thereafter be known as the "Ticket of Nominations" and a copy signed by the Nominations Committee shall be sent on February 1 to the President of the Union and to all members. If February 1 falls on the weekend, the Ticket of Nominations will be the next business day.

4.12 The filing of a copy of the Ticket of Nominations with the President of the Union shall constitute the official nomination of the nominees therein named.

4.13 Ballots for all elected positions will be sent to each member of SUN on February 21. If February 21 falls on the weekend, the ballots will be sent the next business day.

4.14 Ballots shall be accepted until 1200 hours on the seventh day following the ballots being sent.

4.15 In the absence of nominees for a position, nominations shall be accepted at an Annual Meeting. Nominations shall be made with satisfactory proof in writing that the consent of the nominee to stand for election has been obtained.

4.16 In the continued absence of a nominee for a position, the Board of Directors shall determine the method of filling the position.

Provincial Elections

4.17 All elections shall be by secret ballot, unless otherwise provided for in the Constitution and Bylaws.

4.18 The President and Vice-Presidents shall be elected by the membership of the Union.

4.19 Network Representatives shall be elected by the members of their respective Network except those employed at base hospitals.

4.20 Base Hospital Representatives shall be elected by the members employed at the base hospitals in their respective cities.

4.21 Elections shall be conducted by electronic ballot for all elected positions except as provided for in Bylaw 4.02. Ballots shall be returned by the date and time specified by the Union. The Nominations Committee shall receive the official election results.

4.22 If a member runs for a position and withdraws prior to ballots being sent to SUN members, the member will not appear on the ballot.

If a member runs for a position and withdraws after the ballots have been sent to SUN members, the votes for that member will not be counted.

In all cases, a revised Ticket of Nominations will be re-sent to all SUN members.

4.23 If a member is elected for a position on a standing committee and resigns, terminates employment in the applicable identified place of employment or network, or otherwise ceases to act, at the discretion of the Board of Directors, the process may be:

i) Before the orientation the Nominations Committee may declare the candidate(s) with the next most votes to be elected.
ii) After orientation a by-election may be called for the position.
iii) A member may be appointed.
iv) The Board may elect to not fill the committee position after consideration of term remaining or status of committee process.

4.24 Full voting results are announced by the chair of the Nominations Committee at an Annual Meeting, whereupon the persons receiving the greatest number of votes for the respective office(s) shall be declared elected. A written report shall be submitted to the President. The ensuing term shall commence immediately following the conclusion of the Annual Meeting.

4.25 In the event of a tie, the election will be taken to the floor of the Annual Meeting. Only the eligible members, as per Bylaws, will be allowed to vote.

4.26 A candidate who wishes to challenge the results of an election must do so within twenty-eight (28) days of the announcement of the successful candidate(s). The candidate must submit the request for the challenge by registered mail to the Executive Director within the twenty-eight (28) day period noted above.

4.27 Elections for Board positions shall be held annually and shall take place in the following manner.

The term of office for the President, First Vice-President and Second Vice-President shall be three (3) years. Only one position of President or Vice-President shall be elected annually.

The positions of NE, SE and Regina Network Representatives, and North Lead, shall occur in odd numbered years.

The positions of NW, SW, and Saskatoon Network Representatives, and both Base Hospital Representatives, and South Lead, shall be elected in even numbered years.

All Committees shall be elected in odd numbered years. For the purposes of defining the length of a term of office, a year shall mean the length of time from one Annual Meeting to the next.

When there is a new President elected, an additional three weeks will be added to the term of the outgoing President for the purposes of orientation.

When there is a new First Vice-President elected, an additional two weeks will be added to the term of the outgoing First Vice-President for the purposes of orientation.

The term of office for all other elected positions shall be two years from the end of the Annual Meeting at which election occurred except as provided for in Bylaw 4.21, 4.23, 7.15. In the event a vacancy occurs which is filled by election, the term of office shall be the remaining unexpired term.

4.28 In the event that the President shall resign, die or otherwise cease to act, the Board shall immediately notify the Nominations Committee to proceed with a process of by-election to replace the President if the unfinished term exceeds 12 months.

4.29 In the event that the First Vice-President or the Second Vice-President shall resign, die or otherwise cease to act, a replacement shall be designated in a manner as determined by the Board.

4.30 In the event that any Network Representative or Base Hospital Representative, or Network Lead shall resign, terminate employment in that network, die or otherwise cease to act, a replacement shall be designated in a manner as determined by the Board of Directors.

4.31 Any member elected as a member of the legislative assembly or member of parliament office shall resign from appointed/elected SUN positions.

<u>Provincial By-Elections</u>

4.32

i) a) A by-election at the Annual Meeting shall be held for any position vacated as a result of the election process in 4.02.
b) The Nominations Committee Chairperson shall call for nominations for any vacancies following the announcement of the results of the vote.

ii) As directed by the Board of Directors, a by-election outside of the Annual Meeting may be held for any vacancies that occur due to situations under Bylaw 4.23. The Nominations Committee shall conduct the by-election utilizing discretionary timelines.

Local Executive Nominations

4.33 Nomination forms for all elected local executive positions shall be prepared by SUN Provincial and sent to all members in appropriate locals on September 1. If September 1 falls on the weekend, the nominations forms will be sent the next business day.

4.34 In order to run for or maintain an elected position in the Local, a member must be in good standing with the Saskatchewan Union of Nurses.

4.35 Nominees shall allow their names to stand for only one (1) position open for election per Local Executive.

4.36 In the event a member is part way through a term of office, that member may run for an open position on the Local Executive without resigning their present position. Should that member be successful in this election, they must then resign from their former position.

This vacated position shall be filled in a by-election to be held at the next local meeting where appropriate notice has been given.

4.37 Each nomination submitted shall be on an official Nominations Form and signed by a nominator and seconder. The nominee shall consent in writing to accept the office if elected.

4.38 Nominations shall be accepted by SUN Provincial until 1200 hours on September 11. If September 11 falls on the weekend, the deadline will be at 1200 hours the next business day.

4.39 The list of nominees so prepared shall thereafter be known as the "Local Ticket of Nominations" and a copy shall be sent on September 17 to the President of the Union, the Board of Directors, the Network Leads and to all appropriate local members. If September 17 falls on the weekend, the deadline will be the next business day.

4.40 The filing of a copy of the Local Ticket of Nominations with the President of the Union and the Board of Directors shall constitute the official nominations of the nominees therein named.

4.41 Ballots for all local elected positions shall be sent to each member of the appropriate local on September 25. If September 25 falls on the weekend, the ballots will be sent on the next business day.

4.42 Ballots shall be accepted until 1200 hours on September 29. Results of the vote will be sent to the Local Returning Officer.

Local Executive Elections

4.43 Local executive elections shall be by secret ballot, unless otherwise provided for in the Constitution and Bylaws.

4.44 Elections shall be conducted by electronic ballot. Ballots shall be cast by the date and time specified by the Union. SUN Provincial shall receive the official local executive election results.

4.45 If a member runs for a position and withdraws prior to ballots being sent to SUN members, the member will not appear on the ballot.

If a member runs for a position and withdraws after the ballots have been sent to SUN members, the votes for that member will not be counted.

In all cases, a revised Ticket of Nominations will be re-sent to all SUN members.

4.46 Full election results are provided to the SUN President and the Local Returning Officer named for each Local, as determined by Local Bylaws. The ensuing term shall commence as per the term of office outlined in the Local Bylaws.

4.47 In the event of a tie, the election result of that individual vote will be determined by a vote at the Local annual meeting.

4.48 A candidate who wishes to challenge the results of an election must do so within twenty-eight (28) days of the announcement of the successful candidate(s). The candidate must submit the request for the challenge to the SUN President within the twenty-eight (28) day period noted above.

BYLAW 5 BOARD OF DIRECTORS

5.01 The Board shall:

i) Be responsible to the general meeting for carrying out and enforcing policies, rules and regulations enacted by the Union.

ii) Be responsible for the review and approval of the minutes of the Annual Meeting and the minutes of the Bargaining Conference.

iii) Be responsible for establishing collective bargaining priorities, and approve the formulation and development of the collective bargaining principles and proposals, taking into consideration direction given by members.

iv) Be responsible for the management of the financial affairs of the Union, including the appointment of the auditor.

v) Grant charters to locals.

vi) Or a person authorized by the Board shall, make application on behalf of any appropriate unit of employees eligible for membership in the Union to the Saskatchewan Labour Relations board to become the bargaining agent and to represent and bargain collectively on behalf of such employees.

vii) Have the authority to hire sufficient staff as may from time to time be necessary to conduct the business of the Union.

viii) Establish ad hoc committees and appoint members of such committees from the members of the Union. The chairperson may be chosen from the Board. The Board may delegate any of its powers to any such committee subject to any restrictions or regulations imposed upon them by the Board.

ix) Be part of the Provincial Strike Steering Committee.

x) Any director who shall for any reason cease to hold office, shall forthwith turn over to the Board all documents, records,

books, furniture, funds, assets and other property of the Union then in the director's possession.

5.02 The Board may alter the boundaries of the networks after consultation with and sanction of the Locals involved.

5.03 The Board shall, prior to making new policies, rules, regulations and procedures, seek the approval of the membership where such policies, rules, regulations and procedures will have a far-reaching effect and are of major consequence to the said membership.

5.04 Procedures in respect to all collective bargaining agreements negotiated by the Union on behalf of its members, inclusive of strike procedures, shall be the responsibility of the Board.

The President

5.05.1 The President oversees the affairs of the Union and shall:

i) Receive a three-week transition period for orientation.

ii) a) Direct the activities of the Union towards the achievement of the objectives;
b) Be the head of and chief spokesperson for the Union.

iii) a) Preside at all meetings of the Union and of the Board;
b) Prepare agendas and background information for meetings and take action arising from such meetings.

iv) Be a full-time, salaried Director responsible for the overall management and direction of the Union, subject to the direction of the General Meeting, the Board and Executive Committee, and the provisions of the Constitution and Bylaws.

v) Be responsible (with the Executive Director and other Directors) for internal and external communication with the membership, the public, other unions, organizations and the government.

vi) Be the board liaison for the Network Leads.

vii) Endeavor to have direct contact with each Local yearly.

viii) Cause the policies of the Union to be administered.

ix) Be bonded for due and faithful discharge of the duties and responsibilities in such amount as the Board shall determine and the cost of such bond shall be borne by the Union.

x) Act as a signatory on documents and cheques drawn on Union funds as required in the conduct of Union business.

xi) a) Be an ex-officio, non-voting member of all committees, except Nominations Committee and Constitution, Bylaws and Resolutions Committee.
b) Be a voting member of the Finance Committee, Executive Committee, and all Negotiations Committees.

xii) a) Be the representative of the Union on the Canadian Federation of Nurses' Unions National Executive Board;
b) Be a Vice-President to the Executive Council of the Saskatchewan Federation of Labour.

xiii) Be responsible with the Executive Director and other Directors for the general overall direction of employees in the Union.

xiv) Be responsible for developing and maintaining communication and cooperative relations with the College of Registered Nurses of Saskatchewan (CRNS), College of Registered Psychiatric Nurses of Saskatchewan (CRPNS) and other organizations.

xv) Be the primary contact person between the Union and the Employer, and the Union and the government.

xvi) Cause to be developed and maintained liaison with other unions which represent nursing and non-nursing groups in hospitals, nursing homes and other health care agencies.

xvii) Speak to nursing students on SUN's behalf or appoint a designate in response to requests. Such requests shall be channeled through the President.

xviii) Be a trustee of S.U.N. Office Building Ltd.

First Vice-President

5.05.2 The First Vice-President shall:

i) Receive a two-week transition period for orientation.

ii) Attend Board of Directors, Executive and Finance Committee meetings as well as all General Meetings of the Union.

iii) Shall be a full-time, salaried director to assist the President with the duties and responsibilities of the office of the President, as assigned and assume the duties of the President when absent.

iv) Act as interim President in the event that the President resigns, dies or otherwise ceases to act, until a President is elected.

v) Act as a signatory on documents and cheques drawn on Union funds, as required in the conduct of Union business.

vi) Be bonded for due and faithful discharge of duties and responsibilities in such amount as the Board shall determine and the cost of such bond shall be borne by the Union.

vii) Cause to be kept such regular books and records of the Union's finances, full records of minutes of all meetings of the Union and of the Board, and all records, documents and correspondence of the Union, as set up under the instructions of the Board.

viii) Shall be responsible for recording minutes in the absence of the recorder, or designate.

ix) Cause to have a budget prepared in consultation with the Finance Committee and the Executive Director, and make recommendations on matters of a financial nature to the Board of Directors and the Union, as required.

x) Cause to be presented at the Annual Meeting, the audited financial statement, and current financial position of the Union, and the proposed operating budget.

xi) Become Emergency Services Coordinator in the event the Strike Steering Committee is activated.

xii) Act to fulfill vote requirements for all bargaining tables.

xiii) Be the Chairperson of the Finance Committee, Governance Committee, and Policy Committee.

xiv) Orientate and oversee the scrutineers at General Meetings of the union.

xv) Be a Vice President to the Executive Council of the Saskatchewan Federation of Labour.

xvi) Be a trustee of S.U.N. Office Building Ltd.

Second Vice-President

5.05.3 The Second Vice-President shall:

i) Attend Board of Directors, Executive and Negotiations Committee meetings as well as all General Meetings of the Union.

ii) Be the Chairperson and a voting member of the SUN/SAHO Negotiations Committee.

iii) Assume the duties of the President in the absence of the President and the First Vice-President.

iv) Act as interim President in the event that the President and First Vice-President resign, dies or otherwise ceases to act until a President is elected, pursuant to the provisions of the Constitution and Bylaws.

v) Assume the duties of the Network Representative(s) or Base Hospital Representative(s) in the event the Representative resigns, dies or otherwise ceases to act, until

the Representative is replaced unless otherwise determined by the Board.

vi) Act as a signatory on documents as required in the conduct of Union Business.

vii) Be bonded for due and faithful discharge of duties and responsibilities in such amount as the Board shall determine and the cost of such bond shall be borne by the Union.

viii) Attend Network meetings as required.

ix) Provide home office space to perform Board duties.

x) Be a trustee of S.U.N. Office Building Ltd.

Network and Base Hospital Representatives

5.05.4 The Network and Base Hospital Representative shall:

i) Attend Board of Directors' meetings and the General Meetings of the Union.

ii) Be charged with representing the views of the membership of the jurisdiction they represent at meetings of the Board.

iii) Be charged with the responsibility of establishing and maintaining communications between the Union and the members.

iv) To maintain contact with their Network Lead and Local Presidents or alternate in their respective jurisdiction.

v) Serve as Board Liaison to committee(s) of SUN as required.

vi) Provide home office space to perform Board duties.

5.06 All Directors of the Union shall assume such other duties as the President or the Board of Directors may assign from time to time.

Removal and Replacement of Elected Representatives

5.07 Any member subject to discipline by the Discipline Committee under Bylaw 9 shall be removed from any Local or Provincially elected position.

Meetings of the Board

5.08 The Board shall meet at the call of the President or at the request of no fewer than three (3) members of the Board, made in writing to the President. The Board shall meet at least six (6) times per year. The Board shall meet at least twice per year with the Network Leads and the Local Presidents.

5.09 The time and place of meetings of the Board shall be determined by the President, provided that any meeting requested by no fewer than three (3) members of the Board pursuant to the provisions of Bylaw 5.08 shall be held within thirty (30) days of the receipt by the President for any such request. Every director shall be given at least twenty-one (21) days written notice of meetings. Such notice shall be deemed to have been received on the fourth (4th) day after the date on which it was sent.

5.10 Time of notice may be shortened if, in the opinion of the President, there is an emergency or a requirement to consider an urgent matter.

5.11 A majority of the members of the Board shall constitute a quorum for the transaction of business.

5.12 Unless otherwise provided in the Constitution and Bylaws, any questions arising at a meeting of the Board shall be decided by a majority vote of the directors present. Voting shall be by a show of hands unless a secret vote is requested by two (2) directors. Each director shall be entitled to one vote.

5.13 When not in session, the Board or the Executive Committee may meet and then act through teleconferencing or electronic decision making. Any action so taken shall constitute action as though in formal session and as such, must meet the requirements of formal session pursuant to Bylaw 5. These actions shall be reviewed at the next Board meeting and shall form a part of the minutes thereof.

5.14 Unless a director can show valid reason, failure to attend three (3) consecutive Board meetings shall be deemed to be a resignation.

5.15 Upon request to a Board of Directors Representative, the Network Lead, and/or each local shall receive a pre-agenda prior to the Board of Directors' meeting.

BYLAW 6 NETWORK LEADS

6.01 The Network Lead shall:

i) Communicate with the President regarding regular responsibilities and/or concerns.

ii) Attend regular Board of Directors' meetings and other meetings as required.

iii) Attend General Meetings of the Union.

iv) Be charged with establishing and maintaining regular communication with Locals in their jurisdictions to provide a report to the SUN President and Board of Directors.

v) Works in a leadership role in assisting Locals with specific matters:

- member engagement opportunities;
- banking and financial issues;
- assist in the establishment of work area representatives to support the work of the local related to employment and practice issues
- assist in updating membership information;
- assistance with the Locals election process;
- assistance with Local Annual Meetings;
- guidance and support for Locals related to bylaws;
- guidance and support for Locals related to policies.

vi) Assist Local Presidents where required regarding members concerns/issues and refer and escalate Labour Relations and Practice concerns to SUN staff for support as appropriate.

vii) If required, may act as an additional signator to all Local bank accounts.

viii) Attend local membership, NAC, JUMM meetings as requested by the local, where possible, to provide support and mentorship to the Local.

ix) Provide home office space to perform Network Lead duties.

Any network lead who shall for any reason cease to hold office, shall forthwith turn over to the Union all documents, records, books, furniture, funds, assets and other property of the Union then in the network lead’s possession.

BYLAW 7 COMPOSITION AND DUTIES OF COMMITTEES

7.01 A) Standing Committees
The following shall be standing committees of the Union:

i) Constitution, Bylaws and Resolutions
ii) Community Connections
iii) Equity
iv) Executive
v) Finance
vi) Negotiations
vii) Nominations

B) Terms of Office for All Committees

i) In the event that any member of any standing committee should resign, die or otherwise cease to act, the Board may appoint from the members of the Union a replacement for the unexpired term or as per Bylaw 4.23.

ii) The members of standing committees shall hold office for a two (2) year term, except as provided otherwise in the Constitution and Bylaws.

iii) Unless a committee member can show valid reason, failure to attend three consecutive committee meetings shall be deemed to be a resignation.

C) Any member subject to discipline by the Discipline Committee under Bylaw 9 shall be removed from any standing committee of the Union.

Constitution, Bylaws and Resolutions Committee

7.02 i) The Constitution, Bylaws and Resolutions Committee shall be comprised of four (4) elected members and one (1) member appointed by and from the Board. The chairperson shall be elected by and from the members of the committee.

ii) A majority of the members of the Constitution, Bylaws and Resolutions Committee shall constitute a quorum for the transaction of business.

7.03 The Constitution, Bylaws and Resolutions Committee shall:

i) Have the authority to initiate, receive and prepare constitutional and bylaw amendments and resolutions for presentation to the Annual Meeting; amendments must be submitted by 1200 hours January 15. If January 15 falls on the weekend, the deadline will be the next business day.

ii) Have the authority to give preference to an affirmative resolution over a negative one with respect to the same subject matter, after consultation and agreement of the proposers.

iii) Have the authority to eliminate duplications in constitutional and bylaw amendments submitted, after consultation with and agreement of the proposers.

iv) Have the authority to determine the order in which constitutional and bylaw amendments and resolutions will be presented to the meeting.

v) Have the authority to edit constitutional and bylaw amendments, provided that the scope and intent of any such amendment is not changed, after consultation with and the agreement of the proposer.

vi) Have the authority to edit and/or consolidate resolutions, provided that the scope and intent are not changed.

vii) Have the authority to declare, after consultation with legal counsel, that an amendment or resolution is beyond the authority of the meeting.

viii) Have the authority, at their discretion, to read proposed Constitution, Bylaws and Resolution changes or just the new and/or amended clause(s).

ix) Have the authority to edit the Constitution, Bylaws and Position Statement documents as reflected by amendments made at the Annual Meeting.

x) Has a responsibility to ensure that all Local Bylaws are current and a copy is retained in the Regina Office.

xi) Have the authority to contact Locals and request updated or new bylaws at least every five (5) years be submitted to the Constitution, Bylaws & Resolutions Committee.

7.04 The Constitution, Bylaws and Resolutions Committee shall prepare a report which shall be sent with the notice of the general meeting. Such report shall be sent to all members on February 15. This report shall contain constitution and bylaw amendments and resolutions which are to be voted on at the meeting. If February 15 falls on the weekend, the report will be sent the next business day.

Community Connections Committee

7.05 i) A Community Connections Committee of five (5) members shall be elected by the general membership and one (1) member appointed by and from the Board of Directors. The chairperson shall be elected by and from the members of the committee.

ii) A majority of the members of the Community Connections Committee shall constitute quorum.

7.06 The Community Connections Committee shall meet at the call of the Chair and do the work as designated by the Board of Directors.

7.07 The Committee will prepare a report for the Annual Meeting.

Equity Committee

7.08 As per resolution from 2025 Annual Meeting, development of this committee is in progress.

Executive Committee

7.09 i) There shall be an Executive Committee of the Board comprised of the President, First Vice-President, Second Vice-President and three of the Network and/or Base Hospital Representatives elected by and from the Board.

ii) The Executive Committee of the Board shall meet at the call of the President or at the request of no fewer than two members of the committee, made in writing to the President.

iii) The Executive Committee of the Board shall act as the Personnel Committee with respect to out-of-scope employees.

iv) The Executive Committee of the Board shall act as the Appeals Committee with respect to grievance appeals in accordance with established procedures for same.

Finance Committee

7.10 i) The Finance Committee shall be comprised of six (6) members: the President and the First Vice-President and four (4) elected members. The First Vice-President shall be the chairperson.

ii) A majority of the members of the Finance Committee shall constitute quorum.

iii) The Finance Committee shall:

a) act on existing policy and directives from the Board and the Annual Meeting;

b) make recommendations regarding financial implications of policy and administrative decisions to the Board;

c) make recommendations regarding the annual budget for submission to the Board;

d) oversee expenditures and revenues;

e) make recommendations to the Board to appoint an auditor. The committee shall review the Audit prior to submission to the Board;

f) oversee the management of the investment portfolio;

g) prepare a report for the Annual Meeting in conjunction with the First Vice-President.

Negotiations Committees

7.11 i) The SUN/SAHO Negotiations Committee shall be comprised of eleven (11) members who shall be elected by and from the membership.

ii) SUN/SAHO Negotiations Committee Representation

Representation is defined as follows with the option of self-declaration as noted below.

Base Hospitals
Defined as Royal University Hospital, St. Paul's Hospital, City Hospital, Regina General Hospital and Pasqua Hospital.

Regional Hospitals
Defined as Yorkton Regional Health Centre, Battlefords Union Hospital, Victoria Hospital Prince Albert, Dr. F.H. Wigmore Regional Hospital, Cypress Regional Hospital and Lloydminster Hospital.

Community Based Facilities
Defined as hospitals other than base or regional, and wellness centres.

Integrated Facilities
Defined as facilities where acute care and long-term care merged in one facility to provide both acute care and long-term care.

Home Care
Defined as members working in home care.

Long Term Care
Defined as whole long-term care facilities and members working in integrated facilities who self-declare for long term care as identified below.

Public Health
Defined as those members working in agencies historically providing public health services.

Mental Health
Defined as members working in those agencies historically providing provincially organized mental health services, both in in-patient facilities/units and in communities. Such in-patient units are located at Weyburn, Yorkton, Swift Current, Moose Jaw, North Battleford, Prince Albert, and at the Saskatchewan Hospital.

Nurse Practitioner
Defined as a member working as a Nurse Practitioner.

Self Identification
Members, with the express and written support of their locals and Network Council, may self declare their representation in those circumstances where the majority of their work (>60%) is actually conducted in that field.

SUN Board of Directors shall have the authority to assign new members appropriately, utilizing the above criteria.

iii) A majority of the members of the SUN/SAHO Negotiations Committee shall constitute quorum.

iv) The SUN/SAHO Negotiations Committee shall have the following representation:
   a) Five (5) members from hospital/community based facilities
      i. One (1) member from Saskatoon base hospitals
      ii. One (1) member from Regina base hospitals
      iii. One (1) member from regional hospitals
      iv. One (1) member from community based facilities (hospitals, wellness centres)
      v. One (1) member from integrated facilities.
   b) One (1) member from Home Care
   c) One (1) member from Long Term Care
   d) One (1) member from Public Health
   e) One (1) member from Mental Health
   f) One (1) member from the North (defined as SUN Locals North of the 54th parallel)
   g) One (1) member who is a Nurse Practitioner.

v) Under the direction of the Board of Directors the SUN/SAHO Negotiations Committee shall:

a) Develop and recommend bargaining principles for Board approval prior to presentation to the Bargaining Conference for ratification;
b) Develop proposals from ratified bargaining principles for Board approval prior to exchange of proposals;
c) At any time, recommend to the Board of Directors the need for a strike vote;
d) Report to the Board of Directors prior to the ratification of any collective agreement;
e) Prepare a report for the Annual Meeting.

7.12 The President and Second Vice-President shall be members of the SUN/SAHO Negotiations Committee.

7.13 The SUN/SAHO Negotiations Committee shall be elected by ballot as per the Bylaws at the latest Annual Meeting that is approximately one (1) year prior to the expiration of the collective agreement.

7.14 The Board shall appoint such other negotiations committees as may be required.
i) Canadian Blood Services
ii) Notre Dame, Wilcox
iii) All Nations Healing Hospital
iv) Regina Public School Board
v) Samaritan Place Corp

7.15 Negotiations committees shall hold office until the collective agreement that they are negotiating has been ratified and signed.

<u>Nominations Committee</u>

7.16 i) The Nominations Committee shall be comprised of three (3) elected members. The chairperson shall be elected by and from the members of the committee.

ii) A majority of the members of the Nominations Committee shall constitute a quorum for the transaction of business.

7.17 The Nominations Committee shall carry out the nominations and election procedures for all provincial elections and by-elections.

7.18 The Nominations Committee shall ensure observance of all nomination procedures outlined in the Constitution and Bylaws.

BYLAW 8 DISCIPLINE

Discipline encompasses every member of the union who is in breach of their duties, including general members, Board of Directors members and Committee members.

8.01 Every member, before being disciplined by the Union is entitled to a fair hearing including:

i) prompt notification in writing of the complaint made against them;
ii) an opportunity to be heard in their defense;
iii) a defendant member shall at all times during the proceedings be allowed to have a member in good standing of their choice present to act as an advocate on their behalf.

Only after such procedure has been followed can any penalty be imposed.

8.02 The Union shall impose discipline for conduct detrimental to the advancement of the objectives of the Union, breach of duty, or reflecting discredit upon the Union.

A member commits a breach of duty where they violate any provision of the Constitution and Bylaws or knowingly violates established Union policy or commits an act which jeopardizes or is detrimental to the welfare of the Union, a Local or a SUN Network Council. A breach of duty includes but is not limited to:

i) Without receiving proper authority to do so, furnishing a complete or partial list of the membership of the Union to any person or persons other than those whose official position entitles them to have such list.
ii) Obtaining membership through fraudulent means or by misrepresentation either on the part of the member or others interested.
iii) Revealing information about the affairs of the Union to a person or persons not entitled to such knowledge in a manner detrimental to the welfare or best interests of the Union.
iv) Willfully circulating false or defamatory statements or reports concerning members of the Union or the activities thereof.

v) Urging that any member institute any action relating to the Union or any locals/facilities/agencies in a court of law against the Union or any locals/facilities/agencies without first exhausting all remedies available under the Constitution or Bylaws.

vi) Advocating or attempting to bring about the withdrawal from the Union of any locals/facilities/agencies or members or groups of members.

vii) Bringing false charges under this bylaw without reasonable grounds for believing such charges to be true.

viii) Failure to support legally constituted strike action, crossing a picket line of the Union, or of any union or organization of workers supported by the Union when under no legal duty to do so.

ix) Committing a fraud in a Union election or otherwise interfering with or attempting to interfere with the rights of a member provided for in the Constitution and Bylaws.

x) Working in the interests of any organization competing with the Union in a manner which is detrimental to the Union.

xi) Unlawfully receiving, removing, retaining, destroying, erasing, mutilating, or misappropriating any property including funds belonging to the Union or in the possession of the Union.

xii) Obstructing the orderly process of a meeting of the Union including the Board of Directors or any committee meeting or failing to keep order when directed to do so by the Chairperson of any such meeting.

xiii) Attempting by the use of harassment, coercion or intimidation of any kind including threats of legal action to cause a member to refrain from carrying out their obligations or exercising their rights under the Constitution and Bylaws.

xiv) Using without authority the name of the Union for soliciting funds or advertising.

xv) Wrongfully interfering with any member, officer, or any other authorized representative of the Union in the discharge of their duties under the Constitution and Bylaws.

8.03 Complaints

Any member may make a complaint against another member for a breach of duty under the Constitution and Bylaws.

A complaint must be sent in writing by the complainant to the Executive Director of the Union within sixty (60) days after the violation has been discovered. The complaint must clearly state the reason(s) for the complaint being lodged.

The Executive Director shall serve the defendant with a copy of the complaint promptly and in all cases within fourteen (14) days of receipt of the complaint by Registered Mail to the address shown in the SUN database.

8.04 Conflicts

The Complainant, the Defendant, and anyone who is in conflict shall not participate in the proceedings of the Complaints Investigation Committee or the Discipline Committee or the Appeals Committee.

The defendant and the complainant may challenge for reasonable cause the participation of any member who is in conflict of the Complaints Investigation Committee or the Discipline Committee or the Appeals Committee.

To the extent possible, no member employed in the same network of the complainant or the defendant shall be appointed to the Complaints Investigation Committee or to the Discipline Committee or the Appeals Committee.

8.05 Complaints Investigation Committee

The Complaints Investigation Committee shall be comprised of one (1) person who is not a member of the Union and possesses appropriate qualifications to conduct investigations and two (2) general members, all appointed by the Board of Directors.

All complaints filed pursuant to Bylaw 8.02 shall be referred to the Complaints Investigation Committee for disposition. Disposition may be as follows:

Dismissal
The Complaints Investigation Committee shall investigate the complaint and shall dismiss the complaint if it is either deemed to be without merit or does not fall within the Union's jurisdiction. The Complaints Investigation Committee will notify the Executive Director of its decision. A decision of the Complaints Investigation Committee to dismiss a complaint is final.

Mediated Settlement
The Complaints Investigation Committee shall have the power and discretion to convene a settlement conference and to mediate a settlement between the parties, or if necessary, request that a mediator who is not a member of the Union be appointed to mediate a settlement. The Complaints Investigation Committee will notify the Executive Director of its decision.

Caution
The Complaints Investigation Committee may issue a formal caution, providing advice to the defendant in relation to the member's conduct.

Referral to Discipline Committee
The Complaints Investigation Committee shall have the power and the discretion to refer the complaint to the Discipline Committee. This decision shall be final and binding.

In the course of its duties under this bylaw the Complaints Investigation Committee may require the attendance of the complainant, the defendant and any other persons who may have information relevant to the investigation of the complaint at meetings convened by the Complaints Investigation Committee.

In all cases, the Complaints Investigation Committee shall use it's best efforts to conclude the proceedings with respect to the complaint within one hundred twenty (120) days of receiving the complaint and notify the Executive Director of the outcome of the complaint.

The Executive Director shall notify the defendant and the complainant of the decision of the Complaints Investigation Committee by Registered Mail within fourteen (14) days to the addresses for each shown in the SUN database.

All decisions of the Complaints Investigation Committee shall remain on file excluding the identity of the complainant and the defendant.

8.06 Discipline Committee

The Discipline Committee shall be comprised of one (1) person who is not a member of the Union and possesses appropriate experience in disciplinary matters and two (2) general members, all appointed by the Board of Directors.

The Discipline Committee shall hear the charges and evidence and shall determine the guilt or innocence of the defendant member in respect to the charges and penalty, if any.

The hearing shall be convened, if possible, within sixty (60) days of the referral of the complaint to the Discipline Committee. The Executive Director shall provide the following information by Registered Mail to the defendant and the complainant within thirty (30) days prior to the hearing:

- The time, date, location of the hearing.
- The alleged breach of duty and details of the alleged breach.
- Names of the three members serving on the Discipline Committee.

The defendant may challenge for reasonable cause the appointment of the general members to the Discipline Committee. The defendant shall submit any challenges to the President within three (3) days of receiving notice of the appointment of the general members to the Discipline Committee. If the President considers the challenge valid, the President will disqualify the person challenged and select another general member to sit on the Discipline Committee.

If the President is unavailable or has an interest in the hearing which raises a reasonable apprehension of bias, the Board of Directors shall designate a Network Representative or a Base Hospital Representative to carry out the functions of the President. In the event that a member of the Discipline Committee is participating in a hearing at the time their term expires, the member will retain jurisdiction until the proceedings are completed.

8.07 Consolidation of Charge

The Discipline Committee may direct that any number of charges be heard.

If the Discipline Committee has been directed to hear more than one charge, it shall decide which if any, of the charges shall be heard at the same time.

8.08 Hearing of the Merits

The Discipline Committee shall determine its procedures which shall ensure a fair hearing and not be inconsistent with the Constitution and Bylaws. The following provisions will be considered as part of the procedure:

- The onus of proof is on the complainant.
- Both the defendant and the complainant have the right to call and examine witnesses, cross-examine witnesses called by a party opposite in interest, and make submissions at the hearing. Witnesses may be called in one at a time to make a statement.
- Both the defendant and the complainant have the right to be represented by a member as counsel.
- Neither the defendant nor the complainant shall be represented at the hearing by legal counsel.
- The Discipline Committee may retain a lawyer or other advisor to assist in the conduct of its proceedings.
- If the defendant or the complainant fails to appear at any stage of the hearing in person or through a representative without reasonable excuse, the Discipline Committee may proceed with the hearing and make a decision in the defendant's absence or it may adjourn the hearing.
- Following the completion of the evidence and submissions at the hearing, the Discipline Committee shall decide whether the defendant is guilty or not guilty of the charge.
- The decision of the majority is the decision of the Discipline Committee.

8.09 Penalty

If the Discipline Committee decides that the defendant is guilty, the Discipline Committee may, after giving the defendant and the complainant an opportunity to make submission regarding penalty, impose a penalty which is in keeping with the nature and circumstance of the defendant's breach of duty under the Constitution and Bylaws.

The Discipline Committee may impose:

- A reprimand; a fine; terms on continued membership or return to membership; suspension or termination of membership or any other penalty it considers appropriate in the circumstances.
- Any fine which a member owes to the Union is a debt due, owing and payable to the Union by the member within the time specified by the Union and is recoverable by a court action.

8.10 Decision

The Discipline Committee shall make its decision and give the defendant and the complainant notice of its decision by Registered Mail within thirty (30) days of the completion of the hearing.

The Discipline Committee shall provide written reasons for the decision by Registered Mail to the defendant and the complainant within thirty (30) days following notice of the decision of the Discipline Committee.

8.11 Power to Suspend

Notwithstanding the provisions of this bylaw, the Discipline Committee may, pending disposition of the charge, suspend from membership any defendant member and suspend from office any defendant officer or permit the continuation of membership or office on terms.

If a suspension or terms of continuance in membership or office are imposed by the Discipline Committee pursuant to this section of the hearing, the Discipline Committee shall make its

decision within sixty (60) days from the time the defendant was suspended or from the time terms were imposed unless the defendant agrees to a longer period.

8.12 Hearing Record

The Discipline Committee shall keep a record including all written submissions made to the Discipline Committee as well as any rulings it makes in the course of the hearing.

The Union shall retain the records for a period of two (2) years after which the records shall be destroyed.

8.13 Appeals

The President or alternate and three (3) Network or Base Hospital representatives will constitute the Appeals Committee.

The defendant may challenge for reasonable cause the appointment of the representatives to the Appeals Committee. The defendant shall submit any challenges to the President within three (3) days of receiving notice of the appointment of the representatives to the Appeals Committee. If the President considers the challenge valid, the President will disqualify the person challenged and select another representative to sit on the Appeals Committee. If the President is unavailable or has an interest in the appeal which raises a reasonable apprehension of bias, the Board of Directors shall designate a Network Representative or a Base Hospital Representative to carry out the functions of the President.

The defendant or the complainant may appeal the decision of the Discipline Committee on the merits of the charge or on the penalty imposed to the Appeals Committee.

The appeal must be in writing, state fully the reasons for the appeal, and be delivered to the Executive Director within thirty (30) days following notice of the decision of the Discipline Committee.

The Appeals Committee shall hear the appeal within sixty (60) days of receipt of the appeal.

The Appeals Committee shall review the decision of the Discipline Committee, the reasons if they have been written, and the appeal of the appealing member.

Unless the Appeals Committee determines otherwise, evidence shall not be called and the hearing shall be based solely on the decision of the Discipline Committee. Written submissions of the defendant and the complainant are not required, but may be filed with the Appeals Committee. If written submissions are forthcoming, they must be provided to the Appeals Committee at least three (3) days in advance of the scheduled date of the appeal hearing. Oral submissions may be made by both parties at the appeal hearing.

The Appeals Committee may grant adjournments to the appeal before commencement or during the appeal upon conditions it considers appropriate.

The Appeals Committee may dismiss the appeal or allow the appeal.

The defendant and the complainant may address the Appeals Committee as to the appropriate penalty before it is imposed.

The decision of the Appeals Committee is final and conclusive.

The Union, its Officers and its Members are not liable for any damages suffered by a member as a result of a penalty imposed on the member by the Discipline Committee and later set aside on appeal to the Appeals Committee or to any other court or tribunal.

8.14 Costs of Disciplinary Proceedings

The Union shall pay all reasonable and necessary costs of disciplinary proceedings, including the reasonable and necessary expenses incurred by the parties to the proceedings, excluding counsel fees.

8.15 Extension of Time Limits

Despite as identified in Bylaw 9, the Executive Director may extend the time limits in this bylaw, where to comply with the specified time limits is impractical or where the defendant and the complainant agree to extend the time limits.

8.16 Notification of Discipline

Any disciplinary action that results in a penalty shall be communicated on the SUN website.

BYLAW 9 FINANCES

9.01 The sum for each member of the Local may be determined from time to time by the membership at a General Meeting. The exception is a newly-certified bargaining unit that shall cause to be deducted from members' pay the required monthly dues, but shall not be required to remit dues to the provincial office until after the signing of the initial collective agreement.

9.02 Every Local shall establish a Local dues structure of at least twenty dollars ($20.00) per member per month in which the member has worked in addition to the Union dues which are determined from time to time by the membership.

9.03 The Union shall have the right to levy assessments for special purposes upon Union members provided that any such assessment must first be approved at a General Meeting of the Union.

9.04 Funds owed to the Union by a Local pursuant to the provisions of the Constitution and Bylaws, shall constitute a preferred claim and shall be paid promptly by the Local prior to the payment of any other obligations of the Local.

9.05 The fiscal year of the Union shall be January 1 to December 31.

9.06 There shall be an auditor appointed by the Board of Directors who shall be a chartered accountant and who shall not be a member or employee of the Union.

BYLAW 10 COLLECTIVE AGREEMENTS

10.01 All collective agreements shall be forwarded to the Board of Directors prior to being referred to the members to whom it applies for ratification.

10.02 No collective agreement shall be signed until it has been ratified by the membership to which it applies.

10.03 The collective agreement shall be ratified by a majority of the votes cast. The vote shall be by secret ballot.

10.04 The Negotiations Committee can at any time recommend to the Board of Directors the need for a strike vote. Such strike vote shall be conducted in accordance with the provisions of *The Saskatchewan Employment Act*.

10.05 Notice of a strike vote shall be given to each facility/agency in the bargaining unit affected by the collective agreement at least seven (7) calendar days prior to commencing such vote.

10.06 The membership shall be informed of the status of negotiations and strike issues prior to commencing the strike vote.

10.07 All collective agreements shall be signed and entered into by the Union as the contracting party on behalf of the members thereby affected. The authorized Negotiations Committee and the President or designate of the Union shall sign collective agreements on the Union's behalf.

10.08 No member or members of a Local, or a Network Lead, shall negotiate with an employer or its agent for the purpose of entering into an agreement pertaining to salaries, hours of work or working conditions without due authority from the Constitution and Bylaws of the Saskatchewan Union of Nurses.

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edited on May 18, 2026
posted June 17, 2026

APPENDIX A: LOCAL BYLAWS PROTOTYPE

SASKATCHEWAN UNION OF NURSES
SUN LOCAL BYLAWS

True Certified Copy of the Local Bylaws

For Local _____

Of The Saskatchewan Union of Nurses

Approved by the Local

This _____ day of _____, 20_____

_____
(Local President - print name and sign)

Approved by Constitution, Bylaws and Resolutions Committee

This _____ day of _____, 20_____

_____
(Committee Member)

Approved by SUN Board of Directors

This _____ day of _____, 20_____

_____
(SUN President)

LOCAL BYLAWS

BYLAW 1 – NAME

1.01 This organization shall be known as the Saskatchewan Union of Nurses - _____ and shall hereinafter be referred to as "the Local."

BYLAW 2 – OBJECTIVES

2.01 To support the objectives and activities of the Saskatchewan Union of Nurses.

2.02 To regulate relations and promote effective communication between Union members and their employer.

2.03 To promote the knowledge of members of the Local in all things related to their social and economic welfare through education and research.

BYLAW 3 – MEMBERSHIP

3.01 Subject to Article 3 - Membership of the Constitution of the Saskatchewan Union of Nurses, the Local shall represent all registered nurses and graduate nurses, registered and graduate psychiatric nurses, registered and graduate nurse practitioners and other allied personnel within the jurisdiction of the local and that are members in good standing.

3.02 Members who occupy positions designated as multi-site/multi-facility positions are members of the local determined to be their "home base" within a sub-network, or a base hospital, or a certified bargaining unit.

3.03 Members of the Local shall pay dues as and when required.

3.04 All members of the Local are subject to the orders, bylaws, rulings and decisions of the Local.

BYLAW 4 – MEETINGS

4.01 The Local shall hold an annual meeting between October 1st and November 30th of each calendar year. At this meeting the following business will occur:

- announcements of all executive election results;
- election of other officers and committees;
- receiving the annual reports of the officers and committees for the previous business year;
- receiving previous meeting minutes, and documentation of all previous financial decisions;
- and transacting such other business as may be brought before it.

4.02 The Local may hold such additional meetings as the Local executive or the members may desire.

4.03 Local meeting notices will be shared with President of SUN, Board of Directors representative and Network Lead.

4.04 _____ members present at a meeting of the Local, or three (3)-members, whichever is the greater, shall constitute a quorum for meetings of the Local.

4.05 Notice of any meeting of the Local shall be deemed to be duly given if it is sent to members through appropriate electronic/other communication not less than two (2) weeks prior to such meeting.

4.06 Every member in good standing of the Local may attend and participate in any meeting of the Local.

4.07 Each member is entitled to one (1) vote at meetings of the Local and there shall be no votes by proxy.

4.08 The Local executive and/or committee(s) of the Local may hold such meetings as necessary to assist in the administration of the affairs of a Local.

4.09 A majority of officers shall constitute a quorum for any meeting of the Local executive or committee(s).

BYLAW 5 – NOMINATIONS AND ELECTIONS

5.01 Any member in good standing of the Local may be nominated for office.

5.02 All executive positions shall be elected through the Local Executive Election process outlined in Bylaw 4.33 through Bylaw 4.48. Election results will be announced at the annual meeting.

Local Committee Elections

5.03

i) The current Local Executive shall choose a member(s) in good standing to be the Returning Officer and Scrutineer(s) if running single and/or multiple polls.

ii) The Local Returning Officer/Scrutineer(s) must not be a candidate in the ongoing elections.

iii) Polling stations should be in a neutral site accessible by members and the Local Returning Officer and Scrutineer(s) shall run the polls.

iv) The current Local Executive will provide a current list of SUN members to the individuals sitting at the polls.

v) Voting members need to produce their SUN card or a valid government picture ID. No proxy votes are allowed.

vi) Once members have voted they must exit the polling station.

vii) The Returning Officer and Scrutineer(s) shall be responsible for counting of ballots immediately after all polls are closed.

viii) All ballot boxes for advance polls must be sealed and signed until all polls are closed and then included in the counting of ballots.

ix) The Returning Officer shall notify the local and SUN Provincial of the results of the election in writing to maintain confidentiality of the election process.

x) After conclusion of the election process, all ballots must be kept in a secure location and boxes must be sealed and signed. All ballots shall be destroyed after one year.

xi) Elections for committees for the Local shall be by secret ballot and shall require a majority of the votes cast.

Should there be vacant positions, those positions will be elected/appointed at the annual meeting.

Announcement of all positions will be at the conclusion of the annual meeting.

xii) If the results of the locally run election are contested, notice of same shall be sent to the SUN President who will cause an impartial recount of ballots within twenty-eight (28) days and will advise the local of the results of that recount. The candidate must submit the request for the challenge to the SUN President within the twenty-eight (28) day period noted above.

5.04 In the event of a vacancy or if a vacancy occurs in the executive or committees of the Local, the executive shall appoint a temporary officer for the duration of the unexpired term or annual meeting, whichever first occurs.

5.05 Local Executive Positions and Terms of Office

- If Local has combined positions, note the positions combined
- If Local has added other positions to the local executive that are not listed here, list them below

Position	1 yr term	2 yr term	3 yr term	Other year term
President				
Vice President				
Secretary				
Treasurer				

5.06 In the event a vacancy occurs in the executive or committees of the Local, the executive shall appoint a temporary officer for the duration of the unexpired term or annual meeting, whichever first occurs.

BYLAW 6 – EXECUTIVE AND OTHER POSITIONS

6.01 The affairs of the Local shall be administered by an executive composed of the following:

i) President;
ii) Vice-President(s);
iii) Secretary;
iv) Treasurer;
v) other position(s) as determined by the Local.

6.02 The President and Treasurer cannot be the same person.

6.03 Any positions may be combined if the Local so desires, except those identified in Bylaw 6.02.

6.04 The duties of the officers of the Local shall be:

i) The President shall:
   a) preside at all meetings of the Local;
   b) enforce the provisions of the Constitution, Bylaws and Local Bylaws of the Saskatchewan Union of Nurses;
   c) be an ex-officio member of all committees of the Local;
   d) perform such other duties as assigned by the Local or the Local executive;
   e) be charged with responsibility of establishing and maintaining communications between the local and the Network Lead;
   f) be responsible to the general meeting for carrying out and enforcing policies, rules and regulations enacted by the Union.

ii) The Vice-President(s) shall:
   a) assist the President of the Local in the discharge of their duties;
   b) perform the duties of the president during the president's absence;
   c) perform such other duties as assigned by the Local or the Local executive.

iii) The Secretary shall:
   a) keep accurate minutes of all meetings of the Local and the executive;
   b) conduct all correspondence in accordance with instructions given by the President and the executive.

iv) The Treasurer shall:
   a) be a signator for Local bank accounts;
   b) receive all monies paid into the Local and give official receipts for all monies received;
   c) deposit all monies received in the name of the Local in such financial institution as the executive may direct;
   d) request to receive copy or report on all financial decisions and transactions from other signing officers;
   e) provide a financial report at all regular meetings or as requested.

v) Other position(s) determined by the Local.

Occupational Health and Safety Representatives

6.05 Members of each facility/agency represented within this Local shall elect, or the Local shall appoint, one or more representative(s) to each facility/agency Occupational Health and Safety Committee. The representative is responsible for carrying out duties as prescribed in *The Occupational Health and Safety Act and Regulations*. The representative will report at Local meetings. In the absence of the elected Occupational Health and Safety Representative, the elected representative or the Local may appoint an alternate to attend a meeting as SUN's representative.

Work Area Representative

6.06 All Locals, with the exception of base hospitals, will appoint a work area representative from each site.

6.07 The Work Area Representative shall be responsible to communicate between the Local Executive and the members in the site in the following manner:

i) Contact Local President when labour relations or professional practice concerns arise in day to day work.
ii) Communicate with Unit Representatives (where applicable).
iii) Provide a report to Local meetings (where applicable).
iv) Post material provided for member information.

Unit Representative

6.08 Work sites existing of multiple units will appoint a unit representative(s) from interested members on the unit(s).

6.09 The Unit Representative shall be responsible to communicate between the Work Area Representative (where applicable) and member, with the exception of base hospitals, on the unit in the following manner:

i) Contact the Work Area Representative when labour relations or professional practice concerns arise in day to day work.
ii) Communicate with Work Area Representatives to support members (where applicable).
iii) Post material provided for member information.

The Base Hospital Unit Representatives shall be responsible to communicate between the Local Executive and the members on the unit in the following manner:

i) Contact the Local President when labour relations or professional practice concerns arise in day to day work.
ii) Post material provided for member information.
iii) Provide a report to the Local meeting.
iv) Provide a report to the members of the unit from the Local meeting.

6.10 The executive shall have full power and authority to set up committees of the Local as deemed necessary.

6.11 The executive may delegate any of its powers to any committee subject to any restrictions or regulations imposed on said committee by the executive.

6.12 If desired by the Local, the chairperson for each committee shall be chosen from the executive.

6.13 Locals may choose to have the roles of committee chairpersons as part of their Local Executive.

BYLAW 7 – REVENUE

7.01 The revenue of the Local shall be derived from membership dues, and income from bank deposits and investments such as government bonds or other legal investments, as per SUN policies.

7.02 Members of the Local shall pay dues in the amount of at least $20.00 per member per month as per Bylaw 9.02, or in the amount of $_____ per member per month that may be determined by a meeting of the Local.

The Local shall fix such dues at such amount as will enable it to meet its obligations and to function effectively in carrying out the objectives of these Bylaws.

7.03 All officers and persons having custody or control of the funds or property of the Local shall, if so required by the Local, give a bond of a reliable surety company in the form approved and in the amount fixed by the local Executive. All officers of the Local shall deliver to their successors all funds and property in their possession received by them from their predecessors, and they shall not be released from their bonds until they have fully accounted for and delivered such funds and property. Any officer or member who misappropriates any funds or property of the Local, or who retains for their own use or fails to deliver to their successor any funds or property of the Local, shall be referred to the SUN President.

7.04 There shall be an annual audit or review of the accounts of the Local's financials with the report to be presented to the annual meeting of the Local. Audit/review of the Local's financials shall be conducted by an arms-length third party.

7.05 The Local Executive shall appoint a minimum of three (3) members to be named as signators. Of those three (3) members appointed, the President and the Treasurer will hold signing authority. Cheque signers can include any other appointed signators as determined by the Local Executive.

Financial business of the Local, for any transactions, must be signed/authorized by any two (2) of the signators.

Cheques cannot be signed by the recipient of the cheque.

7.06 Any payment made to members of the local shall be fixed by the membership of the local through a motion or local policy.

Notice of any meeting shall be communicated to the membership at least two (2) weeks in advance.

BYLAW 8 – AMENDMENTS

8.01 These bylaws may be amended or altered only with the approval of a majority vote at a meeting of the Local. No amendments shall take effect until the approval of both the members of the Local and the Board of Directors of the Saskatchewan Union of Nurses has been obtained.

Changes to the Local Bylaws Prototype are within the purvue of locals in these bylaws: 1.01, 4.04, 5.05, 7.02.

Any other changes to the Local Bylaws Prototype must be addressed through amendments submitted to the SUN Annual Meeting.

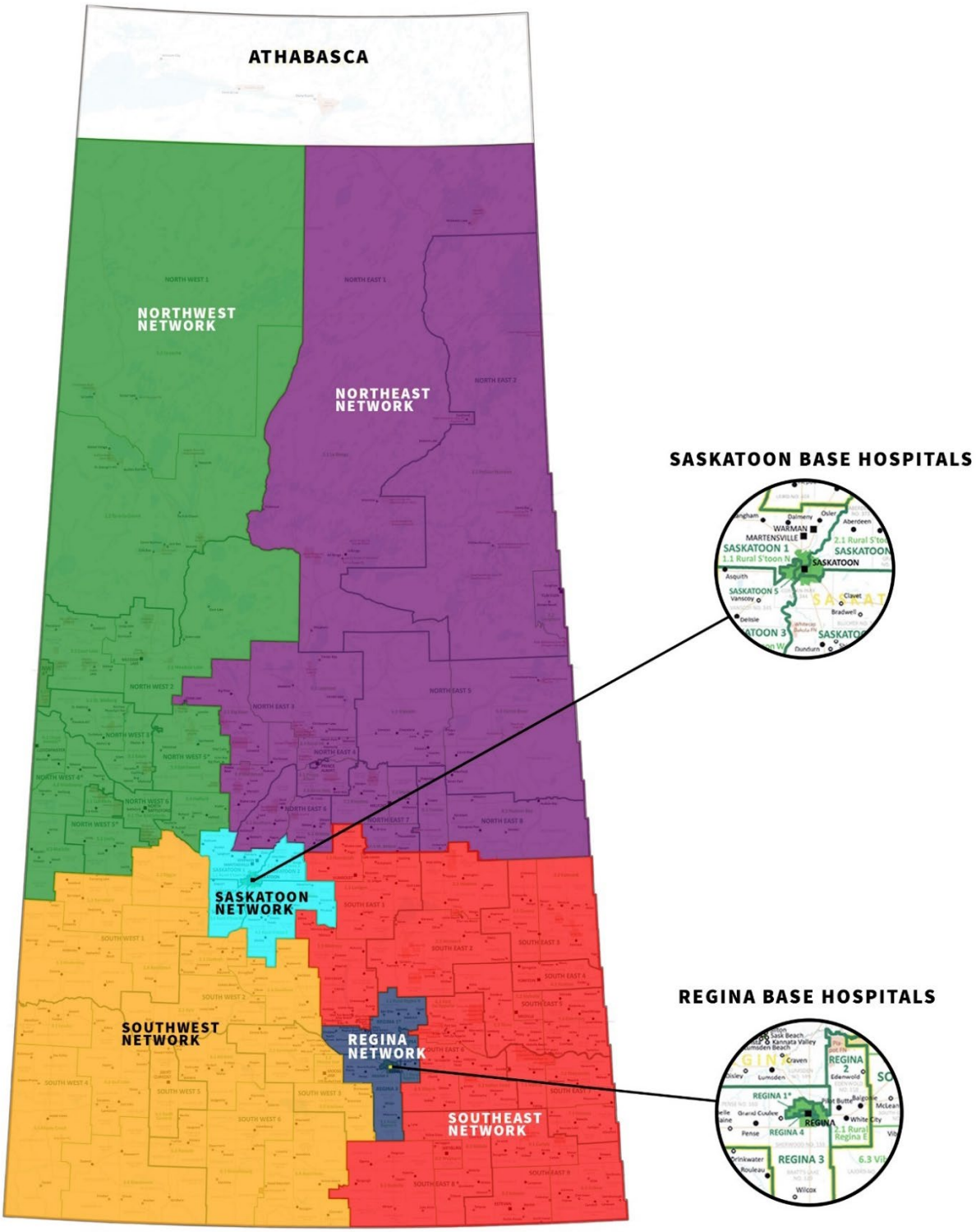
8.02 Notice of intention to amend these bylaws as noted above shall be given at least two (2) weeks prior to the Local meeting being called for that purpose. Such notice must set out details of the proposed amendments for the information of the members of the Local.

8.03 Locals shall submit their Local Bylaws annually by December 31st to the Constitution, Bylaws and Resolutions Committee.

BYLAW 9 – INTERPRETATION

9.01 These bylaws, and every provision herein contained, shall be construed in all respects as to be consistent with the Constitution and Bylaws of the Saskatchewan Union of Nurses. In the event of any ambiguity or inconsistency between any provisions of these bylaws and any provision or provisions of the Constitution and Bylaws of the Saskatchewan Union of Nurses, the Constitution and Bylaws of the Saskatchewan Union of Nurses shall govern.

APPENDIX B: NETWORK MAP



APPENDIX C: DISCIPLINE ALGORITHM

