



Bylaws of the Canadian Massage and Manual Osteopathic Therapists Association ("CMMOTA")

Article 1 – Name

- 1.1 The name of the Society is the Canadian Massage and Manual Osteopathic Therapists Association, also known and referred to as "CMMOTA".

Article 2 - Purpose

- 2.1 The Association shall be carried on without the purpose of financial gain for its members, and any profit or other assets of the organization shall be used solely to promote the objects of the Association, in accordance with the Bylaws.
- 2.2 The Association is comprised of a Membership of Massage Therapists and Manual Osteopathic Therapists whose purpose is outlined in the Objects of the Association that are registered herein.

Article 3 – Definitions

- 3.1 Audit: A formal examination and verification of the financial records, books and accounts of the Association, conducted by an independent Accountant with a professional designation and license.
- 3.2 Continuing Education Credit ("CEC"): Credits earned by each member towards completion of their respective educational requirements during a 3-year Continuing Education Cycle.
- 3.3 Continuing Education Cycle: Commencing in 2019, a 3-year cycle that repeats every 3 years, within which each member must accumulate Continuing Education Credits in accordance with the class of Membership held.
- 3.4 Code of Ethics for Massage and Manual Osteopathic Therapists: The Code of Ethics for Massage and Manual Osteopathic Therapists is posted on the Association's website or may be obtained by request from the Association.
- 3.5 Dual Professional Designation: An individual who is eligible to hold a Membership as both a Massage Therapist and a Manual Osteopathic Therapist may hold a Membership of this class, subject to maintaining good standing with the requirements of Membership in both classes.
- 3.6 Current Fee Schedule: The fees, costs and expenses payable by the Membership to the Association, as determined by the Board on an annual basis.
- 3.7 Good Standing: A member is in Good Standing when he or she is compliant with the Bylaws and associated policies, is current with the payment of all fees pursuant to the Current Fee Schedule and has not been terminated as a member.
- 3.8 Ordinary Resolution: A motion passed at a Meeting that requires the approval of more than 50% of the eligible votes cast.
- 3.9 Scope of Practice for Manual Osteopathic Therapists: The Scope of Practice for Manual Osteopathic Therapists is posted on the Association's website or may be obtained by request from the Association.



- 3.10 Scope of Practice for Massage Therapists: The Scope of Practice for Massage Therapists is posted on the Association's website or may be obtained by request from the Association.
- 3.11 Special Resolution: A motion passed at an Annual General Meeting or a Meeting of the Membership that requires 21 days' notice of the Meeting and the approval of more than 75% of the eligible votes cast in person or by Proxy.
- 3.12 Standard of Practice for Manual Osteopathic Therapists: The Standard of Practice for Manual Osteopathic Therapists is posted on the Association's website or may be obtained by request from the Association.
- 3.13 Standard of Practice for Massage Therapists: The Standard of Practice for Massage Therapists is posted on the Association's website or may be obtained by request from the Association.

Article 4 – Membership

- 4.1. The Association's Membership is comprised of Massage Therapists and Manual Osteopathic Therapists ("members").
- 4.2. Classes of Membership and associated eligibility requirements are as follows:
 - 4.2.1. Full Massage Therapist Membership
 - 4.2.1.1. Graduated from a Massage Therapy program that is recognized by the Association, with a minimum of 2200 hours of post-secondary education in Massage Therapy;
 - 4.2.1.2. Standard First Aid and Level "C" CPR issued within the past 3 years;
 - 4.2.1.3. Criminal Record and Vulnerable Sector Check;
 - 4.2.1.4. Insurance coverage through the Association's broker; and
 - 4.2.1.5. Such further and other requirements as may be amended from time to time.
 - 4.2.2. Full Manual Osteopathic Therapist
 - 4.2.2.1. Graduated from a Manual Osteopathic Therapy program that is recognized by the Association, with a minimum of 1000 hours of post secondary education in Manual Osteopathic Therapy or; to have graduated from a Manual Osteopathic Therapy program with the minimum 1000-hour requirements from an unrecognized institution and to have passed the Canadian Massage and Manual Osteopathic Therapists Association's Manual Osteopathic Therapists Entrance To Practice Exam;
 - 4.2.2.2. Standard First Aid and Level "C" CPR issued within the past 3 years;
 - 4.2.2.3. Criminal Record and Vulnerable Sector Check;
 - 4.2.2.4. Insurance coverage through the Association's broker; and
 - 4.2.2.5. Such further and other requirements as may be amended from time to time.



4.2.3. Associate Massage Therapist Membership

- 4.2.3.1. Completed a minimum of 900 hours of education from a Massage Therapy program at a post-secondary institution that is recognized by the Association;
- 4.2.3.2. Enrolled in a second year of education from a Massage Therapy program at a post-secondary institution that is recognized by the Association, with a minimum of 1100 hours of education in Massage Therapy, and a minimum cumulative total of 2200 hours of post-secondary education upon graduation;
- 4.2.3.3. Criminal Record and Vulnerable Sector Check;
- 4.2.3.4. Insurance coverage through the Association's broker; and
- 4.2.3.5. Such further and other requirements as may be amended from time to time.

4.2.4. Student Massage Therapist

- 4.2.4.1. Enrolled in the first year of a program from a recognized Massage Therapy program at a post-secondary institution that is recognized by the Association, with a minimum of 900 hours of education in Massage Therapy;
- 4.2.4.2. Criminal Record and Vulnerable Sector Check;
- 4.2.4.3. Insurance coverage through the post secondary institution or the Association's broker; and
- 4.2.4.4. Such further and other requirements as may be amended from time to time.

4.2.5. Inactive Massage Therapist Membership

- 4.2.5.1. Graduated from a Massage Therapy program that is recognized by the Association, with a minimum of 2200 hours of post-secondary education in Massage Therapy, and
- 4.2.5.2. No longer practicing or billing as a Massage Therapist.

4.2.6. Inactive Manual Osteopathic Therapist Membership

- 4.2.6.1. Graduated from a Manual Osteopathic Therapy program that is recognized by the Association, with a minimum of 1000 hours of post secondary education in Manual Osteopathic Therapy or; to have graduated from a Manual Osteopathic Therapy program with the minimum 1000-hour requirements from an unrecognized institution and to have passed the Canadian Massage and Manual Osteopathic Therapists Association's Manual Osteopathic Therapists Entrance To Practice Exam;
- 4.2.6.2. No longer practicing or billing as a Manual Osteopathic Therapist.



4.3. Membership Fees

- 4.3.1. Membership fees are payable in advance on an annual basis, as designated by the Association in accordance with the Current Fee Schedule.
- 4.3.2. Failure to pay Membership fees when they are due may result in suspension of the Membership and all benefits associated with it, at the discretion of the Board.

4.4. Rights of the Members

- 4.4.1. Full Massage Therapist and Full Manual Osteopathic Therapist members shall be entitled to attend, participate and vote at Annual General Meetings and Special Meetings of the Membership.
- 4.4.2. All members, other than Full Massage Therapist and Full Manual Osteopathic Therapist members, may attend Annual General Meetings and Special Meetings of the Membership by invitation from the Board, but shall not be eligible to participate or vote in the proceedings.
- 4.4.3. All members shall be eligible to attend any functions, seminars, workshops and conferences provided by the Association for the duration of their Memberships.

4.5. Responsibilities of Members

- 4.5.1. To maintain and renew Membership with the Association, each member must meet the following requirements:

4.5.1.1. Full Massage Therapist Member

- 4.5.1.1.1. Attend at least 1 Annual General Meeting per 3-year Continuing Education Credit ("CEC") Cycle, or pay the fee specified in the Current Fee Schedule;
- 4.5.1.1.2. Maintain valid Standard First Aid and Level "C" CPR;
- 4.5.1.1.3. Complete the required continuing education credits during each 3-year CEC Cycle;
- 4.5.1.1.4. Current Criminal Record and Vulnerable Sector Check;
- 4.5.1.1.5. Comply with the Standard of Practice, Scope of Practice and Code of Ethics for Massage Therapists; and
- 4.5.1.1.6. Such further and other requirements as may be amended from time to time.

4.5.1.2. Full Manual Osteopathic Therapist Member

- 4.5.1.2.1. Attend at least 1 Annual General Meeting per 3-year Continuing Education Credit ("CEC") cycle, or pay the fee specified in the Current Fee Schedule;
- 4.5.1.2.2. Maintain valid Standard First Aid and Level "C" CPR;



- 4.5.1.2.3. Complete the required continuing education credits during each 3-year CEC cycle;
- 4.5.1.2.4. Current Criminal Record and Vulnerable Sector Check;
- 4.5.1.2.5. Comply with the Standard of Practice, Scope of Practice and Code of Ethics for Manual Osteopathic Therapists; and
- 4.5.1.2.6. Such further and other requirements as may be amended from time to time.

4.5.1.3. Associate Massage Therapist Member

- 4.5.1.3.1. Comply with the Standard of Practice, Scope of Practice and Code of Ethics for Massage Therapists;
- 4.5.1.3.2. Current Criminal Record and Vulnerable Sector Check;
- 4.5.1.3.3. Upgrade the Membership to Full Massage Therapist status within 18 months from the activation of their Associate Massage Therapist membership, or 60 days following the completion of the 2200-hour minimum post-secondary requirement; and
- 4.5.1.3.4. Such further and other requirements as may be amended from time to time.

4.5.1.4. Student Massage Therapist Member

- 4.5.1.4.1. Comply with the Standard of Practice, Scope of Practice and Code of Ethics for Massage Therapists;
- 4.5.1.4.2. Current Criminal Record and Vulnerable Sector Check;
- 4.5.1.4.3. Upgrade the Membership to Associate Massage Therapist status within 18 months from the activation of their Student Massage Therapist membership, or 60 days following the completion of the 900-hour minimum post-secondary requirement; and
- 4.5.1.4.4. Such further and other requirements as may be amended from time to time.

4.6. Regional Representative Committee

- 4.6.1. Provided that a region has 100 or more members in the Association, a Regional Representative from each of the following areas shall form a Regional Representative Committee to provide feedback, advice and suggestions specific to the area where the Regional Representative resides:
 - 4.6.1.1. British Columbia and the Yukon;
 - 4.6.1.2. Alberta;
 - 4.6.1.3. Saskatchewan, Manitoba, Northwest Territories and Nunavut;
 - 4.6.1.4. Ontario and Quebec; and
 - 4.6.1.5. Prince Edward Island, Nova Scotia, New Brunswick, Newfoundland and Labrador.



- 4.6.2. Regional Representatives shall be at liberty to attend Board Meetings by invitation of the Board but shall not be entitled to a vote.
- 4.6.3. A member of the Board shall be appointed to chair the Regional Representatives Committee meetings and act as a liaison between the Committee and the Board.

4.7. Withdrawal, Suspension or Termination of Membership

- 4.7.1. A member may withdraw his or her Membership with the Association by providing written notice to the registered office of the Association. All rights and benefits associated with the Membership will immediately cease on the date of withdrawal.
- 4.7.2. A Membership may be suspended or terminated by the Board, in accordance with the Association's disciplinary policies, in the following circumstances:
 - 4.7.2.1. Non-payment of Membership fees;
 - 4.7.2.2. Non-compliance with the Bylaws of the Association, as may be amended from time to time;
 - 4.7.2.3. Non-compliance with the Policies of the Association, as may be amended from time to time;
 - 4.7.2.4. Criminal charges related to an offence that is sexual in nature;
 - 4.7.2.5. Conviction for an indictable criminal offence;
 - 4.7.2.6. Conduct that brings disrepute to the Association;
 - 4.7.2.7. By Special Resolution at a Special Meeting of the Members;
 - 4.7.2.8. A formal written complaint or conduct that warrants a member's suspension pending the Association's complaint review and investigation process; or
 - 4.7.2.9. Any other cause deemed reasonable by the Board.

4.8. Membership reinstatement

- 4.8.1. A member may apply to be reinstated upon payment of all outstanding Membership fees, dues, charges, costs and expenses, and upon compliance with the requirements of the appropriate Membership class, including applicable CEC's.
- 4.8.2. Reinstatement may not be granted for a Membership that was terminated by the Association.

Article 5 - Board of Directors

- 5.1. The Board of Directors ("Board") is a governance Board that manages the affairs of the Association and shall elect to hire an Executive Director to administer the operations of the Association pursuant to the direction and supervision of the Board. The Board shall have a minimum of 3 Directors, and a maximum of 5 Directors.



5.2. The composition of the Board shall be as follows:

5.2.1. President

- 5.2.1.1. Manage and supervise the operations and affairs of the Association to ensure business is conducted in accordance with the best interests of the Association;
- 5.2.1.2. Call and Chair the Meetings of the Board and Membership;
- 5.2.1.3. Public spokesperson for the Association, unless otherwise delegated by the President;
- 5.2.1.4. With the Secretary, sign the Association's Resolutions and legal contracts;
- 5.2.1.5. Act as an ex-officio member of all Standing Committees; and
- 5.2.1.6. Such further and other duties as may be assigned by the Board from time-to-time.

5.2.2. Vice President

- 5.2.2.1. Assist with the management and supervision of the operations and affairs of the Association;
- 5.2.2.2. In the absence of the President, call and Chair the Meetings of the Board and Membership, or delegate a Director to do so;
- 5.2.2.3. In the absence of the President, act as public spokesperson for the Association, unless otherwise delegated by the President;
- 5.2.2.4. Act as Interim President pending an election in the event of the resignation, incapacity or termination of the President;
- 5.2.2.5. In the event of the absence of the Secretary, record the Minutes of the Meetings, or delegate a Director to do so; and
- 5.2.2.6. Such further and other duties as may be assigned by the Board from time-to-time.

5.2.3. Secretary

- 5.2.3.1. Distribution of relevant materials prior to the Meetings;
- 5.2.3.2. Accurately record and maintain the Minutes of all Meetings; and
- 5.2.3.3. With the President, sign the Association's Resolutions and legal contracts; and
- 5.2.3.4. Such further and other duties as may be assigned by the Board from time-to-time.

5.2.4. Treasurer

- 5.2.4.1. Keep a detailed account of revenues and expenditures of the Association in proper books of account;
- 5.2.4.2. Review and provide recommendations regarding the Association's monthly financial records and reconciliation;



- 5.2.4.3. Review and provide recommendations regarding the year end Audit of the financial transactions of the Association during each fiscal year;
- 5.2.4.4. Present Audited Financial Statements detailing the financial position of the Association to the Membership at the Annual General Meeting; and
- 5.2.4.5. Such further and other duties as may be assigned by the Board from time-to-time.

5.2.5. Executive Director

- 5.2.5.1. A paid employee hired by the Board of Directors to oversee the day-to-day management and operations of the Association, as delegated by the Board;
- 5.2.5.2. Ex-officio non-voting member of the Board; and
- 5.2.5.3. Ex-officio non-voting member of Standing Committees, by appointment of the Board.

5.3. Term

- 5.3.1. Each Director shall have a maximum term of 3 years ("Term"), or until an alternate successor is appointed.
- 5.3.2. Directors may be appointed to the Board for a maximum of 6 consecutive years, regardless of position. A Director may be re-elected to the Board subsequent to 2 consecutive Terms, or 6 consecutive years, only after an absence of 1 year from the Board.

5.4. Eligibility to Act as a Director

- 5.4.1. In order to be nominated, elected and act as a Director of the Association, the member must meet the following eligibility requirements:
 - 5.4.1.1. Hold a Full Massage Therapist or Manual Osteopathic Therapist Membership that is in good standing;
 - 5.4.1.2. Will not result in the member holding more than one position on the Board;
 - 5.4.1.3. Has not been convicted of an indictable offence pursuant to the *Criminal Code* (Canada) and is not presently charged with a sexual offence;
 - 5.4.1.4. Is not a party to a consumer proposal or in bankruptcy pursuant to the *Bankruptcy Act* (Canada); and
 - 5.4.1.5. Will not conflict with the Election Cycle specified in Article 6.

5.5. Powers and Duties of the Board of Directors

- 5.5.1. The powers and duties of the Board shall include:
 - 5.5.1.1. Management of the day-to-day operations of the Association;
 - 5.5.1.2. Promotion and development of the Objects, Mandate and Vision of the Association;
 - 5.5.1.3. Promotion and development of the Membership of the Association;

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- 5.5.1.4. Development and implementation of policies, rules and regulations for the operations the Association;
- 5.5.1.5. Maintain a Registry of members and oversee Membership requirements, including payment and collection of Membership fees;
- 5.5.1.6. Prepare and file the Association's Annual filings and maintain the currency of the Association's information with the Alberta Corporate Registry;
- 5.5.1.7. Coordinate and conduct an Annual General Meeting each calendar year;
- 5.5.1.8. Acquire and take by purchase, donation or otherwise, all types of real estate and personal property, and may sell, exchange, mortgage, lease, let, improve and develop it, and may erect and maintain any necessary buildings or structures;
- 5.5.1.9. Management, protection and development of the Association's assets and property;
- 5.5.1.10. Entering into contracts or retaining 3rd parties to affect the business of the organization;
- 5.5.1.11. Development and implementation of the annual budget for the Association;
- 5.5.1.12. Ensuring the annual audit of the Association's financial records;
- 5.5.1.13. Maintain the currency of all tax filings and remittances;
- 5.5.1.14. Payment of expenses, costs and liabilities associated with the operations of the Association;
- 5.5.1.15. Purchase, lease or otherwise acquire, alienate, sell, exchange or dispose of shares, stocks, rights, warrants, options and other securities, lands, buildings or property, moveable or immovable, real or personal, or any right or interest owned by the Association, for such consideration and upon such terms and conditions as they deem advisable;
- 5.5.1.16. Wind-up or dissolution of the Association, subject to Article 8.7;
- 5.5.1.17. All such other acts and things as the Association is, by its constitution, authorized to do; and
- 5.5.1.18. Delegation of its powers and duties to the Executive Director, as may be appropriate.

5.6. Board Remuneration

- 5.6.1. The Board may receive remuneration for services provided in the course of fulfilling their duties and obligations, in accordance with the budgetary needs of the organization, such remuneration to be amended from time to time by the Board. The Board may be reimbursed for reasonable expenses incurred in performing their duties.

5.7. Board Meetings

- 5.7.1. The Board shall conduct regular Board Meetings no less than 6 times per Fiscal Year.



- 5.7.2. Upon a Board Meeting being called by the President, the Secretary shall provide 7 days' e-mail notice to the Board with the time, date and location of the meeting, such notice to be waived by unanimous consent of the Board. Board Members may attend Board Meetings in person, via conference call or other video or electronic means.
- 5.7.3. Quorum shall be 50% of the elected Board Members. If quorum is not reached within one-half hour from the set meeting time, the meeting shall be adjourned to the same or an alternate place and time that is within 21 days. If on the alternate date, within one-half hour from the set meeting time, the quorum is not reached, the members in good standing who are present shall be entitled to vote and shall be deemed to be a quorum for the purpose of transacting any business that may be required.
- 5.7.4. Meetings of the Board of Directors shall be attended by the Executive Director and elected Board Members, although the Board may elect to invite members, guests or third parties to attend, from time to time.
- 5.7.5. The President shall act as Chair of the meeting and each Director, including the Chair, will be entitled to cast 1 vote per Motion, made through a show of hands, unless a Ballot is requested by 2 of the Directors. In the event of a tie vote, the Motion shall be deemed defeated. The Executive Director shall not be entitled to cast a vote. Unless otherwise specified in these Bylaws, Board matters will be determined by Ordinary Resolution.
- 5.7.6. In the absence of both the President and Vice President, the Directors present shall elect a chair from those in attendance to act as Chair for the meeting.

5.8. Board-Delegated Committees

- 5.8.1. The Board may designate and appoint committees, which may consist of a minimum of 1 Director and comprised of other members, to advise the Board on various matters or undertake various projects, as follows:
 - 5.8.1.1. Standing Committees: Formal, permanent or long-standing, and
 - 5.8.1.2. Ad Hoc Committees: For a specific task or issue, aside from Standing Committees.

5.9. Pre-Determined Motions

- 5.9.1. In the event that the Board requires an Ordinary Resolution, a Pre-Determined Motion may be sent to each Director via e-mail, and such Pre-Determined Motion may be approved or rejected, exactly as written, by each Director casting a vote from the e-mail address it was sent to within the timeline prescribed in the e-mail, to be not less than 7 days from the date it was sent, unless in the event of an emergency, in which case it shall be not less than 2 days from the date it was sent.



5.10. Indemnity of Directors and Officers

- 5.10.1.1. The Directors and Officers of the Association shall always discharge their powers and duties in good faith with a view to advancing and preserving the best interests of the Association. Each Director shall exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.
- 5.10.1.2. The Directors and Officers elected to the Board of Directors shall be indemnified and shall not be liable, directly or indirectly, for any liabilities, expenses, claims, costs, act, deed, matter or thing, whatsoever done, made or permitted by a Director of the Association in the course of discharging his or her duties, unless such liabilities, expenses, claims or costs arise from the criminal acts, dishonesty or bad faith of a Director. To this end, the Association shall purchase Directors and Officers Errors and Omissions Insurance.

5.11. Resignation, Death, Incapacity or Removal of a Director

- 5.11.1. A Director may resign upon providing written notice to the Board, with the effective date of such resignation being the date it is approved by the Board.
- 5.11.2. A Director will be deemed to have resigned in the event of the Director's death or incapacity.
- 5.11.3. A Director or Officer may be removed for reasonable cause before the end of his or her Term at a Special Board Meeting called for this purpose. A Special Board Meeting may be called by any Director or Officer in the same manner as a Board Meeting, on no less than 7 days notice to all members of the Board, including the Director or Officer being removed. Such notice shall specify the removal of the Director or Officer, including the reason(s). The Special Board Meeting shall be conducted in the same manner as a Board Meeting, with the exception that quorum shall be 75% of the currently elected Directors and Officers, and a Special Board Resolution to remove a Director or Officer shall represent approval from 75% of the elected Directors and Officers, with the exception of the Director or Officer to be removed.

5.12. Board Vacancy

- 5.12.1. In the event of the resignation, incapacitation or removal of a Director, the Board may elect to delegate a member to fill the vacant position for the remainder of the Term, or until such time as the Annual General Meeting or a Special Meeting of the Membership to elect a replacement for the balance of the Term.



Article 6 – Membership Meetings

6.1. Special Resolutions

- 6.1.1. Special Resolutions shall only be passed at Annual General Meetings or Special Meetings of the Membership. Motions that require a Special Resolution are to be provided to the Membership 21 days prior to the Meeting and shall be determined by the approval of at least 75% of the Members present and eligible to vote at the Meeting or voting by Proxy.
- 6.1.2. All Special Resolutions will be filed with the Alberta Corporate Registry within a reasonable period of time from when they are passed.
- 6.1.3. A Special Resolution shall be required regarding any motion involving the following matters:
 - 6.1.3.1. Changing the Objects;
 - 6.1.3.2. Amendment of the Bylaws;
 - 6.1.3.3. Providing security for liabilities or debts in excess of \$50,000;
 - 6.1.3.4. Borrowing or securing the payment of funds in excess of \$50,000;
 - 6.1.3.5. Issuing Debentures;
 - 6.1.3.6. Surrendering the Certificate of Incorporation; or
 - 6.1.3.7. Wind-up or dissolution.

6.2. Special Meetings of the Membership

- 6.2.1. A Special Meeting of the Membership may be called to address specific urgent issues that require consultation with the Membership prior to the next Annual General Meeting. A Special Meeting of the Membership may be called by:
 - 6.2.1.1. Written request setting forth the reasons for the Meeting, endorsed by more than one-third (1/3) of the members in good standing, or
 - 6.2.1.2. Ordinary Resolution of the Board of Directors.
- 6.2.2. Upon meeting the requirements for a Special Meeting, a Special Meeting of the Membership shall be called by providing no less than 21 days' written notice to the Membership, which may be sent via e-mail or electronic means. Such notice shall include:
 - 6.2.2.1. Date, time and location of the Meeting;
 - 6.2.2.2. Form of Proxy;
 - 6.2.2.3. Notice of any Special Resolutions; and
 - 6.2.2.4. Any other document that may be relevant to the conduct of the Meeting.
 - 6.2.2.5. Quorum of a Special Meeting shall be reached if 15 members, in good standing, are present at the Meeting. If quorum is not reached within one-half hour from the set meeting time, the meeting shall be adjourned to the same or an alternate place and time that is within 30 days. If on the alternate date, within one-half hour from the set meeting time, the quorum is not reached, the members in good standing who are present



shall be entitled to vote and shall be deemed to be a quorum for the purpose of transacting any business that may be required.

- 6.2.3. A Special Meeting of the Membership may be held in-person, or via conference call, or via video call, or other electronic means, or using a combination of these methods of attendance as may be facilitated by the Board of Directors at their discretion.

6.3. Annual General Meeting

- 6.3.1. An Annual General Meeting of the Membership shall be held no later than July 31st of each year.

6.3.1.1. An Annual General Meeting of the Membership may be held in-person, or via conference call, or via video call, or other electronic means, or using a combination of these methods of attendance as may be facilitated by the Board of Directors at their discretion.

- 6.3.2. 60 days prior to the Annual General Meeting, written notification of all Board and Regional Representative Committee vacancies and the Association's nomination form will be circulated to the Membership and the Membership shall have 30 days for the submission of nominations, including the nominee's resume and biographical information. Nominees for positions to which there is no competing Nominee will be declared the successful Nominee for the position.

- 6.3.3. Notice for the Annual General Meeting shall be emailed to the last known e-mail address of each member at least 21 days prior to the date of the Annual General Meeting. The notice shall include the following information:

- 6.3.3.1. Agenda;
- 6.3.3.2. Financial Statements from the prior Fiscal Year;
- 6.3.3.3. Proposed Budget and Actual Budget from prior Fiscal Year;
- 6.3.3.4. List of nominees for the Regional Representative Committee, Directors and positions on the Board, including their biographical information and resumes;
- 6.3.3.5. Minutes from the previous year's Annual General Meeting and any Special Meetings of the Membership since the previous Annual General Meeting;
- 6.3.3.6. Notice of any Special Resolutions;
- 6.3.3.7. Form of Proxy; and
- 6.3.3.8. Any other documents that may be relevant to the conduct of the Annual General Meeting.

6.3.4. Election Cycle

- 6.3.4.1. The Regional Representative Committee and 1 Director will be elected in the 2nd year of the CEC Cycle, commencing in 2020;
- 6.3.4.2. The President and Vice President of the Board will be elected during the 3rd year of the CEC Cycle, commencing in 2021; and
- 6.3.4.3. The Secretary and Treasurer of the Board will be elected in the 1st year of the CEC Cycle, commencing in 2022.



6.3.5. Quorum

- 6.3.5.1. Quorum of an Annual General Meeting shall be reached if 15 members, in good standing, are present at the Meeting. If quorum is not reached within one-half hour from the set meeting time, the meeting shall be adjourned to the same or an alternate place and time that is within 30 days. If on the alternate date, within one-half hour from the set meeting time, the quorum is not reached, the members in good standing who are present shall be entitled to vote and shall be deemed to be a quorum for the purpose of transacting any business that may be required.

6.4. Voting at the Annual General Meeting and Special Meetings of the Membership

- 6.4.1. Each member in good standing as of the date of the Meeting is entitled to 1 vote in accordance with the voting ability of the member's Membership Class. Dual Professional Membership holders shall only be entitled to 1 vote.
- 6.4.2. Voting at the Meeting shall be conducted in the following manner:
- 6.4.2.1. For those present at the Meeting:
- 6.4.2.1.1. Show of Hands, or
- 6.4.2.1.2. Written Ballot; or
- 6.4.2.1.2.1. Written Ballots shall be counted by 3 members, who are not electoral candidates, appointed by Motion of the Board before the Annual General Meeting. Upon the 3 members reaching consensus regarding the vote count, the results will be provided to the Chair who will announce them to the Meeting.
- 6.4.2.1.3. Electronic Ballot
- 6.4.2.1.3.1. Electronic Ballots shall be tabulated by the electronic system provider, who shall provide the results to the Chair who will announce them to the meeting.
- 6.4.2.2. For those not present at the Meeting:
- 6.4.2.2.1. Proxy, the form of which is to be provided with the Notice to be sent to members 21 days prior to the Meeting.
- 6.4.2.2.1.1. Proxies in the appropriate form must be received at the Registered and Records Office of the Association no later than 5 business days prior to the Meeting. Voting by Proxy does not satisfy the CEC requirement of attendance at an Annual General Meeting.
- 6.4.2.2.1.2. That the Proxy shall inform the Chair of the votes cast by proxy who will announce them to the meeting.
- 6.4.3. Motions that require a Special Resolution shall be determined by the approval of at least 75% of the members present and able to vote at the Meeting or voting by Proxy. All other motions shall be determined by the approval of more than 50% of the members present and able to vote at the Meeting or voting by Proxy. A tie-vote shall be a defeated motion. If in relation to the



election of a Director or Representative, a tie-vote shall require the recasting of votes by all present at the Meeting until such tie is broken.

Article 7 – Financial Management

7.1. Fiscal Year End

7.1.1. The fiscal year end of the Association shall be December 31st of each year, unless otherwise amended by the Board.

7.2. Annual Audit of Financial Records

7.2.1. A financial Audit of the Association's financial records, books and accounts will be conducted on an annual basis by an independent Accountant with a professional designation and license.

7.3. Borrowing Powers

7.3.1. For the purpose of carrying out its objects, the Association may borrow, raise or secure the payment of money in any manner it deems fit. The Association may issue debentures to borrow monies only by resolution of the Board, confirmed by a Special Resolution at a Meeting of the Membership of the Association.

7.4. Financial Records

7.4.1. All Financial Records of the Association shall be maintained at the Registered and Records Office of the Association, the address of which shall be kept updated with the Alberta Corporate Registry.

Article 8 - Administration

8.1. Cheques and Legal Contracts

8.1.1. Two signatures are required on all cheques drawn against the accounts of the Association. Cheques may be signed by Directors and Officers of the Board, and 1 signature may be that of the Executive Director, unless the signature required is for the Executive Director's own remuneration. In these instances, the signatures of 2 Directors or Officers are required.

8.2. Collection of Dues

8.2.1. The Association reserves the right to initiate collection proceedings regarding any outstanding Membership fees, dues, costs or expenses payable to the Association. The Association shall also be at liberty to levy administrative fees on any overdue amount, in accordance with the Current Fee Schedule of the Association.



8.3. Notice

8.3.1. The Association maintains a Registered and Records Office in Red Deer, Alberta, and the address of the Association will remain current with the Alberta Corporate Registry for the purpose of effecting service on the Association pursuant to these Bylaws. The Association will affect service pursuant to these Bylaws at the member's most recent e-mail or postal address.

8.4. Inspection of Records

8.4.1. The Member Register, financial records, books and accounts, as well as the Association's Alberta Corporate Registry documents and Minutes of all Meetings of the Directors and members, will be maintained at the Registered & Records Office of the Association.

8.4.2. A member, in good standing, may inspect the books, records and documents of the Association at the Registered and Records Office, upon reasonable notice during regular business hours.

8.5. Seal

8.5.1. The Board may adopt a Seal of the Association.

8.5.2. Custody and control of the Seal shall be maintained at the Registered and Records Office and shall only be used by duly authorized Officers of the Board.

8.6. Amendment of the Bylaws

8.6.1. A current copy of the Bylaws are posted on the Association's website.

8.6.2. These Bylaws may be rescinded, altered or added to by Special Resolution at a Meeting of the Membership.

8.6.3. The rescinded, altered or amended Bylaws shall be effective as of the date they are approved by Special Resolution and registered with Alberta Corporate Registries.

8.7. Wind-Up or Dissolution of the Association

8.7.1. Upon 60 days' notice to the Membership at the last e-mail address or postal address provided by each member to the Association, the Association may be dissolved by Special Resolution at a Special Meeting of the Membership.

8.7.2. In the event of dissolution, the Association will not pay any dividends or distribute any property to any of the members. Pursuant to s. 248(1) of the *Income Tax Act* (Canada), a Special Resolution will be passed at a Special Meeting of Membership that will designate a non-profit organization, with objects similar to those of the Association, that will receive any funds or assets remaining after the payment of all debts and liabilities of the Association.