

Manitoba Alliance of Health Regulatory Colleges Inc.

By-Law No. 1

BY-LAW NO. 1

A by-law relating generally to the transaction of the business and affairs of **MANITOBA ALLIANCE OF HEALTH REGULATORY COLLEGES INC.** (the “Corporation” or the “Alliance”).

WHEREAS the Articles (as herein defined) established a non-share capital corporation named for the purpose of advancing best practices in health regulation in Manitoba, by educating the public, our members and each other, promoting interprofessional collaboration and facilitating communication with government and other stakeholders.

AND WHEREAS the Directors and Members have determined that it is in the best interest of the Corporation to revise, amend and restate the By-laws of the Corporation, in order to regulate the business and affairs of the Corporation.

BE IT ENACTED AND IT IS HEREBY ENACTED as a by-law of the Corporation as follows:

ARTICLE ONE – STATEMENT OF VALUES AND PRINCIPLES

1.1 **OBJECTIVES** - The Objects of the Corporation are the following:

- a) To promote effective communication and cooperation among health regulators on matters relating to regulation, administration, education, and health services in a manner that enhances the work of regulators, collectively and individually, in regulated health professions in the public interest;
- b) To serve as an interprofessional forum for health regulatory organizations and as an expert knowledge source to promote open discussion with relevant government departments. It is the Alliance’s intention to serve as an expert knowledge source related to the Health Advisory Council (set out in section 145 of *The Regulated Health Professions Act* (RHPA)) regarding the creation and maintenance of the health care professions regulatory system; and
- c) To facilitate communication with the public around the purpose and processes related to self-regulation.

1.2 **PRINCIPLES** - The Alliance shall be guided by equity, fairness, diversity, and full inclusion in its organizational processes. These principles of equity, fairness, diversity and full inclusion shall be the basis for the selection of participants in the initiatives, membership and governance of the Alliance.

ARTICLE TWO – INTERPRETATION

2.1 **DEFINITIONS** - In the By-laws of the Corporation, unless the context otherwise requires:

"ACT" means The Corporations Act (Manitoba), R.S.M. 1987 c.225 and the regulations passed pursuant to that Act and any legislation that may be substituted therefor, from time to time;

"ALLIANCE FORUM MEETINGS" has the meaning provided in Section 5.21;

“ALTERNATE REPRESENTATIVE” means an individual appointed by a Member as the alternate representative to exercise its voting rights and act as its appointed Director in accordance with these By-laws;

"ARTICLES" means the articles of incorporation of the Alliance to which are affixed the certificate of incorporation issued pursuant to the Act and as amended from time to time;

"BOARD" means the Board of Directors of the Alliance.

"BY-LAWS" means this by-law and all other by-laws of the Alliance from time to time enacted by the Alliance and being in force and effect;

"CORPORATION" means the body corporate incorporated under the Act and named in the Articles;

"DIRECTOR" means an individual described in Section 5.1;

"MEETING OF MEMBERS" means an annual meeting of Members and/or a special meeting of Members;

"MEMBER" means a member having rights through its membership interest in the Alliance in accordance with the provisions of the Act, the articles and by-laws of the Alliance, as described in Section 11.1;

"MEMBER DESIGNATE" means a person described in Section 11.2;

“MEMBER ORGANIZATION” means a regulated health professional body participated in the incorporation of the Alliance, and any future regulated health professional body which falls under the jurisdiction of the RHPA or those who are transitioning into the jurisdiction of the RHPA and becomes a Member of the Alliance;

"OFFICER" means a person described in Section 7.1;

“ORDINARY RESOLUTION” means a resolution passed by the majority of votes cast on a question at a Member Meeting or a meeting of the Board;

"PERSON" includes an individual, partnership, association, body corporate, trustee, executor, administrator or legal representative;

"POLICIES AND PROCEDURES" means any rules, board policies, applications, and other procedural documents of the Alliance enacted by the Board from time to time and being in force and effect;

“PRIMARY REPRESENTATIVE” means an individual appointed by the Member as the primary representative to exercise its voting rights and act as its appointed Director in accordance with these By-laws.

“RHPA” means *The Regulated Health Professions Act (Manitoba)* and its regulations, as may be amended, supplemented or replaced from time to time;

“SPECIAL RESOLUTION” means a resolution passed at a Member Meeting by at least 75% of those persons entitled to vote and voting or a resolution in writing consented to in

writing by all those persons who would have been entitled at a meeting to vote on the resolution;

2.2 **INTERPRETATION** - All terms which are contained in the By-laws of the Alliance and which are defined in the Act, but not defined in any By-law, shall have the meanings given to such terms in the Act; words importing the singular number include the plural and vice versa; words importing gender include all genders; words importing persons include individuals, bodies corporate, partnerships, trusts and unincorporated organizations.

ARTICLE THREE- BUSINESS OF THE CORPORATION

3.1 **REGISTERED OFFICE** - Until changed in accordance with the By-Law, the registered office of the Alliance shall be at 2200-1 Lombard Place, Winnipeg, Manitoba, or at such location within Manitoba as the Board may from time to time determine.

3.2 **FINANCIAL YEAR** - The financial or fiscal year of the Alliance shall be December 31, until such time as amended or changed by ordinary resolution of the Directors of the Alliance.

3.3 **EXECUTION OF INSTRUMENTS** - Unless otherwise provided for herein, deeds, transfers, assignments, contracts, obligations, certificates and other instruments shall be signed on behalf of the Alliance by two (2) persons, one of whom is the Executive Director and the other of whom is a Director of the Alliance. In addition, the Board may from time to time direct the manner in which, and the person or persons by whom, any particular instrument or class of instruments may or shall be signed. Any signing officer may affix the corporate seal to any instrument requiring the same.

3.4 **BANKING ARRANGEMENTS** - The banking business of the Alliance, including, without limitation, the borrowing of money and the giving of security therefor, shall be transacted with such banks, trust companies or other bodies corporate or organizations as may from time to time be designated by or under the authority of the Board. Such banking business or any part thereof shall be transacted under such agreements, instructions and delegations of powers as the Board may from time to time prescribe or authorize.

3.5 **VOTING RIGHTS IN OTHER CORPORATIONS** - The signing officers of the Alliance may execute and deliver proxies and/or arrange for the issuance of voting certificates or other evidence of the right to exercise the voting rights attaching to any securities held by the Alliance. Such instruments, certificates or other evidence shall be in favour of such person or persons, as may be determined by the officers executing such proxies and/or arranging for the issuance of voting certificates or such other evidence of the right to exercise such voting rights. In addition, the Board may from time to time direct the manner in which and the person or persons by whom any particular voting rights or class of voting rights may or shall be exercised.

ARTICLE FOUR - ACCOUNTS

4.1 **RECORDING OF MONIES** - All monies received by the Alliance shall be deposited in the Alliance 's bank account as nearly as possible from day to day and all payments shall be made by electronic transfer, cheque or other method of payment on the Alliance 's bank.

4.2 **ACCOUNTING RECORDS** - The Directors shall cause accounts to be kept of the assets and liabilities of the Alliance, of all monies received by the Alliance, of all monies invested by the Alliance and of all monies distributed by the Alliance and of the matters in respect of which credits and expenditures take place. The financial records of the Alliance shall be kept at either the registered office or the administrative office of the Alliance.

4.3 **FINANCE REPORT** - The Treasurer-Secretary shall, at least once in every year and more often if deemed proper by the Board, place before the Board a statement of receipts and disbursements and a balance sheet for the Corporation.

4.4 **APPOINTMENT OF AUDITORS OR ACCOUNTANTS** - The Members, at the annual meeting of Members, shall, after considering the recommendation of the Board, in addition to transacting such other business as referred to herein, appoint an independent chartered accountant or a firm of independent chartered accountants to be either the auditor(s) or the accountant(s) of the Alliance for the coming year and to audit or otherwise comment and report on all of the accounts, records, and financial affairs of the Alliance at the next annual meeting of the Members of the Alliance.

ARTICLE FIVE – DIRECTORS

5.1 **DIRECTORS** - Until changed in accordance with the Act or as otherwise provided for herein, the Board shall consist of no fewer than five (5) and no more than nine (9) Directors.

5.2 Obligations and Powers of the Board:

- (a) to be accountable to the Members of the Alliance;
- (b) to establish, implement and monitor policies and procedures of the Alliance relative to matters of business and management that are not already herein expressly provided for;
- (c) to regularly review finances and exercise good judgement regarding the general affairs of the Alliance;
- (d) to manage, or supervise the management of, the business and affairs of the Alliance.

5.3 The Directors shall be elected by the Members, and each Director shall serve a term of two (2) years or until their successor is elected or appointed. No person shall serve more than two (2) continuous terms as a Director, save and except that, during such period of time that a Director is appointed as an Officer of the Alliance, that Director shall be entitled to serve such number of additional terms as a Director while serving as an Officer of the Alliance, without the restrictions on continuous terms set forth in this Section 5.3 applying to such Director and Officer. The election of Directors shall be arranged in such a manner such that fifty (50%) percent of the Directors of the Alliance shall stand for election or re-election (as the case may be) at each annual meeting of members. Notwithstanding the foregoing, the initial slate of Directors of the Alliance elected or appointed by the Members shall be comprised of an equal number of Directors whose initial term of office shall be for a term of one (1) year, and Directors whose initial term of office shall be for a two (2) year term.

5.4 **QUALIFICATION** - To qualify as a Director a person must be a Primary Representative appointed by a member of the Alliance and a resident of the Province of Manitoba. No person shall be qualified for election as a Director if they are less than eighteen (18) years of age; if they are not an individual; if they have the status of a bankrupt.

5.5 **ANNUAL ACKNOWLEDGMENT** - All Directors must sign and submit a conflict of interest acknowledgment pursuant to the conflict of interest policies in place for Directors of the Alliance,

from time to time.

5.6 **QUORUM** -The quorum for the transaction of business at any meeting of the Board shall consist of a majority of the Directors (fifty (50%) percent plus one) then in office or such greater number of Directors as the Members may from time to time determine.

5.7 **REMOVAL OF DIRECTORS BY MEMBERS** - Subject to the provisions of the Act, the Members may, by Special Resolution of Members passed at a special meeting of the Members, called for such purpose, remove any elected Director from office and the vacancy created by such removal may be filled at the same meeting, failing which it may be filled by the Directors.

5.8 **VACATION OF OFFICE** - A Director ceases to hold office when:

- (a) They die;
- (b) They are removed from office by a resolution of the Members, in accordance with Section 5.9;
- (c) They are found by a Court of competent jurisdiction to have a physical or mental condition or disorder, including an addiction to alcohol or drugs, that may impair their ability to carry out their duties as a Director of the Corporation, or that makes it desirable in the public interest that they do not continue to act as a Director of the Corporation;
- (d) They have the status of a bankrupt, or suspends payments, or makes a compromise with their creditors;
- (e) Their written resignation is sent or delivered to the Alliance or, if a time is specified in such resignation, at the time so specified, whichever is later;
- (f) They no longer have the qualifications of a Director specified in Sections 5.4 and/or 5.5 of the By-law; or
- (g) They are not re-elected.

The Board may continue to act notwithstanding any vacancy in their number.

5.9 **REMOVAL OF DIRECTORS FOR FAILURE TO ATTEND AND VACANCIES** - In the event of a Director failing to attend three (3) consecutive meetings of the Board without reasonable excuse, the sufficiency whereof shall be in the sole discretion of the Board, the Board may rescind and terminate such Director's appointment as a Director, and the Board shall, within a reasonable time thereafter, appoint a replacement to fill such vacancy for the unexpired portion of such term. Subject to the provisions of the Act, a quorum of the Board may fill a vacancy in the Board. In the absence of a quorum of the Board, the Board shall forthwith call a special meeting of Members to fill the vacancy.

5.10 **ACTION BY THE BOARD** - Subject to the provisions of the Act, the Board shall have the full power in all things to manage and administer the business and affairs of the Alliance, which shall, for greater certainty, include the authorization for and on behalf of the Alliance to purchase stocks, bonds, debentures and other securities and to invest the funds of the Alliance therein. The powers of the Board may be exercised by resolution passed at a meeting at which a quorum is present or by resolution in writing signed by all the Directors entitled to vote on that resolution.

Where there is a vacancy in the Board, the remaining Directors may exercise all the powers of the Board so long as a quorum remain in effect.

5.11 **ELECTRONIC MEETINGS** - A meeting of Directors may be held as a fully electronic meeting, any director may participate in a meeting of Directors electronically, in either case within the meaning prescribed by, and subject to compliance with, the Act.

5.12 **RESOLUTION IN WRITING** - The powers of the Board or a committee of the Board may be exercised by a resolution in writing, signed by all the Directors entitled to vote on that resolution at a meeting of the Board or of a committee of the Board, and the resolution shall:

- (a) be effective from the date specified in the resolution, but that date shall not be prior to the date on which the first Director signed the resolution; and
- (b) be kept with the minutes of the proceedings of the Directors or committee of Directors, as the case may be.

5.13 **PLACES OF MEETINGS** - Meetings of the Board may be held electronically and at any place in the Province of Manitoba.

5.14 **CALLING OF MEETINGS** - Meetings of the Board shall be held from time to time, anticipated to be no less than four (4) times per calendar year, and at such place as the President, failing whom, the Vice-President, failing whom, not less than two (2) Directors, may determine.

5.15 **NOTICE OF MEETING** - Notice of the time and place of each meeting of the Board shall be given in the manner provided in Section 12.1 to each Director not less than seven (7) days before the time when the meeting is to be held. A notice of meeting of Directors need not specify the purpose of the business to be transacted at the meeting, except where the Act requires such purpose of business to be specified. A Director may in any manner waive notice of or otherwise consent to a meeting of the Board. Except as provided herein, no public notice or advertising of any meeting of the Board shall be required.

5.16 **ADJOURNED MEETING** - If a meeting of Directors is adjourned for less than thirty (30) days, it shall not be necessary to give notice of the adjourned meeting, other than by announcement at the earliest meeting that is adjourned. If a meeting of Directors is adjourned by one or more adjournments for an aggregate of thirty (30) days or more, notice of the adjourned meeting shall be given as for an original meeting.

5.17 **CHAIRPERSON** - The President of the Alliance, failing whom, the Past-President, failing whom, the Vice-President, shall be the Chairperson of any meeting of the Board. If no such Officer is present, the Directors present shall choose one of their number to be the Chairperson of the meeting.

5.18 **VOTES TO GOVERN** - At all meetings of the Board, every question and all powers, authority and discretion exercised by the Board shall at the first instance be by consensus. If a consensus cannot be reached, every question and all powers, authority and discretion exercised by the Board shall be decided by a motion approved by at least seventy-five (75%) percent of the Directors present at the meeting of the Board.

5.19 **CONFLICT OF INTEREST** - A Director or Officer who is a party to or who is a Director of or has a material interest in any person who is a party to a material contract or proposed material contract with the Alliance shall disclose in writing to the Alliance or request to have entered in the minutes of meetings of Directors of the Alliance the nature and extent of their interest at the time

and in the manner provided by the Act. Any Director or Officer so interested shall absent themselves from the discussion on the motion and shall not vote on any motion to approve the contract, except in the manner and to the extent provided in the Act.

5.20 **REMUNERATION AND EXPENSES** - The Directors or Officers of the Alliance shall not receive any remuneration for the providing of their services; provided, however, by a decision of the Board of Directors, they shall be entitled to be reimbursed for preapproved expenses properly incurred by them in attending to the affairs of the Alliance. The Board may appoint and engage such employees, agents, managers, consultants and developers and other persons at such salaries or for such remuneration as the Board may deem proper or necessary and may incur such expenditures incidental to the conduct of the affairs of the Alliance and carry out its objects as may appear proper, and the Board shall approve the payment of all such salaries, remuneration and expenditure.

5.21 **ALLIANCE FORUM MEETINGS** - The Directors of the Alliance shall convene a forum for the Members and Directors no less than four (4) times per calendar year, to discuss the status of the Alliance's business and affairs and provide an update on the financial affairs of the Corporation, including the proposed budget of the Alliance for the fiscal year ("Alliance Forum Meetings").

5.22 Notice of the time and place of each Alliance Forum Meeting shall be given in the manner provided in Section 12.1 to each Director and Member not less than twenty-one (21) days before the time when the meeting is to be held. A notice of Alliance Forum Meeting need not specify the purpose of the business to be transacted at the meeting. Members may provide notice of any item that they wish to have discussed at an Alliance Forum Meeting by providing their proposal to the President and Executive Director not less than seven (7) days prior to the date of the Alliance Forum Meeting in the manner provided in Section 12.1.

5.23 The purpose of the Alliance Forum Meetings shall be to have a full and open discussion of the business and affairs of the Alliance, to receive input and advice from the Members, and to review the financial affairs of the Alliance. The participants in Alliance Forum Meetings may call for an advisory vote on resolutions properly made and seconded at such Alliance Forum Meetings, for the purpose of providing the sense of the Alliance Forum Meetings to the Officers, Directors, and employees of the Alliance.

5.24 For greater clarity, the business discussed and/or m voted upon at any Alliance Forum Meeting are advisory only and not binding upon the Alliance or its Executive Directors, employees, Officers, or Directors, nor impact upon the powers and duties of the Directors of the Alliance to manage the business of the Alliance.

ARTICLE SIX – COMMITTEES

6.1 **COMMITTEE OF DIRECTORS** - The Board may, by resolution, constitute and appoint one or more Directors and delegate to such committee powers permitted to be delegated to the committee by Article Eight hereof.

6.2 **ADVISORY COMMITTEES** - The Board may from time to time appoint such other committees as it may deem advisable, with the terms of reference set forth by resolution of the Board of Directors from time to time.

6.3 **PROCEDURE** - Unless otherwise determined by the Board, each committee shall have the power to:

- (a) fix its quorum at not less than a majority of its Members;
- (b) elect its Chair; and
- (c) regulate its procedure.

ARTICLE SEVEN – OFFICERS

7.1 **APPOINTMENT** - The Board shall from time to time, from among its own members, appoint the Officers described in this Article Seven, which Officers shall have the duties described herein, and specify such other duties of any such Officers from time to time by resolution.

7.2 **PRESIDENT** - The President shall be the chief executive officer of the Alliance and, if present, shall chair all meetings of the Alliance, and be a signing officer of the Alliance. The President, when presiding at meetings, may only vote to break a tie.

7.3 **VICE-PRESIDENT** - The Vice-President shall, in the absence of the President, assume the duties of the President, shall be a signing officer of the Alliance and shall have such powers and duties as the Board may specify from time to time, by resolution.

7.4 **TREASURER-SECRETARY** - The Treasurer-Secretary, if one is appointed, will be a Director. The Treasurer-Secretary will attend and be secretary for all meetings of the Alliance and will have such other powers and duties as the Board may specify from time to time, by resolution.

7.5 **POWERS AND DUTIES OF OTHER OFFICERS** - The powers and duties of all other Officers shall be such as the terms of their engagement call for or as the Board or the President may specify.

7.6 **VARIATION OF POWERS AND DUTIES** - The Board may from time to time and subject to the provisions of the Act, vary, add to or limit the powers and duties of any Officer, by resolution.

7.7 **INABILITY OF OFFICER OR DIRECTOR TO PERFORM DUTIES** - If any Officer or Director is unable to perform their functions or discharge their duties as such Director or Officer, the Board may appoint such other Director(s) or Officer(s) to perform the functions and/or to discharge the duties of that Director or Officer.

7.8 **TERM OF OFFICE** - Each Officer appointed by the Board shall hold office for a term of two (2) years or until their successor shall be appointed. Officers shall not serve or hold more than two consecutive terms in the same Office.

7.9 **DISCLOSURE OF INTEREST** - An Officer shall disclose their interest in any material contract or proposed material contract with the Alliance in accordance with Section 5.19.

7.10 **AGENTS AND ATTORNEYS** - Subject to Section 8.2, the Board shall have power from time to time to appoint agents or attorneys for the Alliance in or outside Canada, with such powers of management or otherwise (including the power to subdelegate) as may be thought fit.

ARTICLE EIGHT - DELEGATION

8.1 **DELEGATION BY THE BOARD OF DIRECTORS** - Subject to Section 8.2, the Board may from time to time delegate to such one or more of the Directors and Officers of the Alliance, as may be designated by the Board, all or any of the powers conferred upon the Board pursuant to the Act or the Articles or the By-laws, to such extent and in such manner as the Board shall determine at the time of each such delegation.

8.2 **EXCEPTION** - The Board shall not delegate any authority or power exclusively conferred on it by the Act.

ARTICLE NINE - PROTECTION OF DIRECTORS, OFFICERS AND OTHERS

9.1 **LIMITATION OF LIABILITY** - No Director or Officer shall be liable for the acts, receipts, neglects or defaults of any other Director or Officer or employee, or for joining in any other act or conformity, or for any loss, damage or expense occurring to the Alliance through the insufficiency or deficiency of title to any property acquired for or on behalf of the Alliance, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Alliance shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious acts of any person with whom any of the monies, securities or effects of the Alliance shall be deposited, or for any loss occasioned by an error of judgment or oversight on their part, or for any other loss, damage or misfortune whatsoever which shall happen in the execution of the duties of their office or in relation thereto, unless the same are occasioned by their own wilful neglect or default; provided that nothing herein shall relieve any Director or Officer from the duty to act in accordance with the Act or from liability for any breach of the provisions thereof.

9.2 **INDEMNITY** - Subject to the limitations contained in the Act, the Alliance may indemnify a Director or an Officer of the Alliance, a former Director or Officer of the Alliance or a person who acts or acted at the Alliance 's request as a Director or Officer of a body corporate of which the Alliance is or was a shareholder or creditor (or a person who undertakes or has undertaken any liability on behalf of the Alliance or any such body corporate) and their heirs and legal representatives, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by them in respect of any civil, criminal or administrative action or proceeding to which they have made a party by reason of being or having been a Director or Officer of the Alliance or such body corporate (or having undertaken any such liability) if:

- (a) they acted honestly and in good faith with a view to the best interests of the Alliance; and
- (b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, they had reasonable grounds for believing that their conduct was lawful;

and shall so indemnify such a person as aforesaid who has been substantially successful in the defense of any civil, criminal or administrative action or proceeding to which they are made a party by reason of being or having been a Director or Officer of the Alliance or body corporate against all costs, charges and expenses reasonably incurred by them in respect of such acts or proceedings, notwithstanding Subparagraphs (a) and (b) above.

9.3 **INSURANCE** - Subject to the limitations contained in the Act, the Alliance may purchase and maintain such insurance for the benefit of its Directors and Officers as such, as the Board may

from time to time determine.

ARTICLE TEN – EXECUTIVE DIRECTOR

10.1 **EXECUTIVE DIRECTOR** - The Board may from time to time appoint an Executive Director and may delegate to them full authority to manage and direct the business and affairs of the Alliance (except such matters and duties as by the Act or by the Articles must be transacted or performed by the Board or by the Members in general meeting) and to employ and discharge agents and employees of the Alliance or may delegate to them any less powers. The Executive Director shall conform to all lawful orders, instructions and directions provided by the Board. The Executive Director shall at all reasonable times give the Directors or any of them all information they require regarding the affairs of the Alliance. The Executive Director shall be an ex-officio non-voting member of the Board and an ex-officio non-voting member of all committees of the Board.

ARTICLE ELEVEN - MEMBERS

11.1 **MEMBERSHIP** - The Members of the Alliance shall consist of the Member Organizations operating within the Province of Manitoba, that have submitted an annual application form and approved by the Members; have agreed to accept, uphold and be governed by the Articles, the By-law and policies of the Alliance; pay, when due, all membership fees assessed to each Member; and shall further agree to abide by and accept the rulings, decisions and proclamations of the properly constituted authorities of the Alliance. Annual renewal of a Member shall be dependent upon compliance with the provisions of the Articles, the By-law and from time to time.

11.2 **VOTING RIGHTS OF MEMBERS** – So long as a Member is in good standing with the Alliance and its obligations as a Member described in the Articles, the By-law and, each Member of the Alliance shall be entitled to attend all meetings of the Members of the Alliance and entitled to one (1) vote per Member. Each Member shall, by notice to the Board from time to time, designate an individual, being its Primary Representative, and a second individual, being its Alternate Representative, who shall receive notices, attend meetings and vote on behalf of such Member as described herein.

11.3 **PRIMARY AND ALTERNATE REPRESENTATIVES** – The Primary Representative appointed from time to time shall be the primary representative of a Member, unless the Primary Representative or the Member has indicated that the Primary Representative is unable or unwilling to act on behalf of the Member, in which case the Alternate Representative of a Member shall thereafter be treated as the primary representative of a Member. The right of the Primary Representative or the Alternate Representative (as applicable) of such Member to attend and vote at any meetings of the Members shall automatically cease upon the Board receiving notice in writing from a Member that a new Primary Representative or Alternate Representative (as applicable) has been appointed by the Member.

11.4 **MEMBERSHIP CRITERIA** - The Board shall set the criteria for by resolution of the Board and as ratified by an Ordinary Resolution the Members, from time to time, with the basic criteria defined above. The Board shall, from time to time, set the form of membership applications.

11.5 **ANNUAL MEETINGS** - The annual meeting of Members shall be held in accordance with the provisions of the Act, for the purpose of receiving and considering the financial statements and the auditor's or accountant's report for the preceding year and any other reports required by the Act to be placed before the annual meeting, appointing auditors and or dispensing with their appointment in lieu of the appointment of accountants and for the transaction of such other business as may properly be brought before the meeting.

11.6 **SPECIAL MEETINGS** - The Board or the President shall have power to call a special meeting of the Members at any time. In addition, twenty-five (25%) percent of the Members may requisition a special meeting of the Members in a manner similar as that by which meetings of the Members may be convened by the Board.

11.7 **PLACE OF MEETINGS** - Meetings of Members shall be held at the office of the Alliance or elsewhere in the City of Winnipeg or, if the Board shall so determine, at some other place in the Province of Manitoba.

11.8 **NOTICE OF MEETINGS** – Except as described herein, notice of the time and place of each meeting of Members shall be given in the manner provided in Section 12.1, not less than twenty-one (21) days and not more than thirty five (35) before the date of the meeting, to each Director, to the auditor, if any, and to each Member who at the close of business on the record date for notice, if any, is entered in the register as a Member. Notice of a meeting of Members called for any purpose other than consideration of the financial statement and auditor's report, election of Directors and reappointment of the incumbent auditor shall state the nature of such business in sufficient detail to permit the Members to form a reasoned judgment thereon and shall state the test of any special resolution to be submitted to the meeting. Any person entitled to notice may in any manner waive notice of or otherwise consent to a meeting of Members.

11.9 **NOTICE OF MEETING PROPOSING CHANGES TO BY-LAW** - For every meeting of Members where the business of the meeting concerns or considers an amendment, repeal, replacement, modification or other change to the By-Laws of the Alliance (the "Proposed By-Law Amendment"), the text of the Proposed By-Law Amendment shall be provided to Members, Board and auditor of the Alliance no less than twenty eight (28) days prior to the proposed date of the meeting of Members.

11.10 **LIST OF MEMBERS ENTITLED TO NOTICE** - For every meeting of Members, the Secretary and Treasurer, or its designate, shall prepare a list of Members entitled to receive notice of the meeting.

11.11 **MEETINGS WITHOUT NOTICE** - A meeting of Members may be held without notice at any time and place permitted by the Act:

- (a) if all the Members entitled to vote thereat are present in person or represented by a proxy or, if those not present or represented by a proxy, waive notice of or otherwise consent to such meeting being held; and
- (b) if the Directors are present or waive notice of or otherwise consent to such meeting being held;

and at such meeting, any business may be transacted which the Alliance at a meeting of Members may transact.

11.12 **PRESIDENT** - The President of any meeting of Members shall be the President, failing whom, the Past-President, failing whom, a Vice-President and failing whom, a member of the Executive Committee. The Secretary Treasurer shall act as Secretary of the meeting, or in their absence, the President shall appoint some person, who need not be a Member, to act as Secretary of the meeting.

11.13 **PERSONS ENTITLED TO BE PRESENT** - Any Members (as represented by their Primary Representative or Alternate Representative, if applicable), Directors and auditor of the Alliance,

shall be entitled to be present at a meeting of Members. The Board of Directors and the Members may invite such other parties to be present at a meeting of Members, from time to time and with the consent of the meeting.

11.14 **QUORUM** - A quorum for the transaction of business at any meeting of Members shall be at least fifty (50%) per cent of the Members represented in person or electronically, each being a Member entitled to vote thereat or a duly appointed proxy for an absent Member so entitled. If a quorum is present at the opening of any meeting of Members, the Members present or represented by proxy may proceed with the business of the meeting notwithstanding that a quorum is not present throughout the meeting. If a quorum is not present at the opening or within thirty (30) minutes of the appointed time of any meeting of Members, the Members present or represented by proxy may adjourn the meeting to a fixed time and place but may not transact any other business.

11.15 **PROXIES** - In the event that the Primary Representative or Alternate Representative of a Member cannot attend or act at a meeting of the Members, a Member may appoint a proxy holder, or one or more alternate proxy holders, to attend and act at each meeting of the Members in the manner and to the extent authorized and with the authority conferred by the proxy. A proxy shall be in writing, executed by the Member, shall conform with the requirements of the Act and shall be in such form as shall from time to time be approved by the Board.

11.16 **VOTES TO GOVERN** - At any meeting of the Members, every question shall, unless otherwise required by the Articles or By-laws, be determined by the majority of votes cast on the question. In case of an equality of votes, either upon a show of hands or upon a poll, the President of the meeting shall not be entitled to a second (2nd), or casting, vote.

11.17 **VOTING** - Subject to the provisions of the Act, any question at a meeting of Members shall be decided by a show of hands, unless a ballot thereon is required or demanded as hereinafter provided. Upon a show of hands, every person who is present and entitled to vote on behalf of a Member shall have one vote, it being understood that there shall be only one (1) vote per Member present or represented by proxy at a meeting. Whenever a vote by a show of hands shall have been taken upon a question, unless a ballot thereon is so required or demanded, a declaration by the President of the meeting that the vote upon the question has been carried or carried by a particular majority or not carried and an entry to that effect in the minutes of the meeting shall be *prima facie* evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against any resolution or other proceeding in respect of the said question, and the result of the vote so taken shall be the decision of the Members upon the said question.

11.18 **BALLOTS** - On any question proposed for consideration at a meeting of Members and whether or not a show of hands has been taken thereon, any Member entitled to vote at the meeting may require or demand a ballot. A ballot so required or demanded shall be taken in such manner as the President of the meeting shall direct. A requirement or demand for a ballot may be withdrawn at any time prior to the taking of the ballot. If a ballot is taken, each person present shall be entitled to one vote.

11.19 **ADJOURNMENT** - If a meeting of Members is adjourned for less than thirty (30) days, it shall not be necessary to give notice of the adjourned meeting, other than by announcement at the earliest meeting that is adjourned. If a meeting of Members is adjourned by one or more adjournments for an aggregate of thirty (30) days or more, notice of the adjourned meeting shall be given as for an original meeting.

11.20 **ELECTRONIC MEETINGS** - A meeting of Members may be held as a fully electronic meeting, and any Member may participate in a meeting of Members electronically, in either case within the meaning prescribed by, and subject to compliance with, the Act.

11.21 **RESOLUTIONS IN WRITING** - A resolution in writing signed by all the Members entitled to vote on that resolution at a meeting of Members is as valid as if it had been passed at a meeting of the Members, unless a written statement with respect to the subject matter of the resolution is submitted by a Director or the auditors to the Alliance in accordance with Subsections 105(2) and 162(5) of the Act.

11.22 **SUSPENSION/EXPULSION OF A MEMBER** – Any Member may be expelled or suspended from the Alliance by a Special Resolution passed by the Members at a Special Meeting called for that purpose. A Member who is identified for expulsion or suspension shall have the right to speak on such Member's own behalf at such Special Meeting and be accompanied by a representative or assign the right to speak to one other individual to speak on such Member's behalf. The length and terms of any suspension or expulsion of a Member shall be determined by Special Resolution of the Members at the Special Meeting. Any withdrawal, suspension, or expulsion of a Member shall be without prejudice to the Member's liability to the Alliance for annual dues payable before withdrawal, suspension, or expulsion or for any obligation to the Alliance incurred before withdrawal, suspension or expulsion.

ARTICLE TWELVE - NOTICES

12.1 **METHOD OF GIVING NOTICE** - Any notice (which term includes any communication or document) to be given (which term includes sent, delivered or served) pursuant to the Act, the By-laws or otherwise to a Member, Director, Officer, auditor or member of a committee of the Board, shall be sufficiently given if delivered by electronic mail to their last known email address (or in the case of a Member, to the email address of at least one officer, director or representative of the Member), or if delivered personally to the person to whom it is to be given or if delivered to their recorded address or if mailed to them at their recorded address by prepaid ordinary or air mail or if sent to them at their recorded address by any means of prepaid transmitted or recorded communication. A notice so delivered shall be deemed to have been given when it is transmitted by electronic mail, delivered personally or to the recorded address as aforesaid; a notice so mailed shall be deemed to have been given on the third (3rd) day after deposit in a post office or public letter box; and a notice so sent by any means of transmitted or recorded communication shall be deemed to have been given when dispatched or delivered to the appropriate communication company or agency or its representative for dispatch.

12.2 **COMPUTATION OF TIME** - In computing the date when notice must be given under any provision requiring a specified number of days' notice of any meeting or other event, the date of giving the notice shall be excluded and the date of the meeting or other event shall be included.

12.3 **UNDELIVERED NOTICES** - If any notice given to a Member pursuant to Section 12.1 is returned on two (2) consecutive occasions because they cannot be found, the Alliance shall not be required to give any further notices to such Member until the Member informs the Alliance in writing of their new address.

12.4 **OMISSIONS AND ERRORS** - The accidental omission to give any notice to any Member, Director, Officer, auditor or member of a committee of the Board or the non-receipt of any notice to any Member, Director, Officer, auditor or member of a committee of the Board or any error contained in any such notice not affecting the substance of the notice shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

12.5 **WAIVER OF NOTICE** - Any Member (or their duly appointed proxy holder), Director, Officer, auditor or member of a committee of the Board may at any time waive any notice, or waive or

abridge the time for any notice required to be given to them under any provision of the Act, the regulations thereunder, the By-laws or otherwise and such waiver or abridgment shall cure any default in the giving or in the time of such notice, as the case may be. Any such waiver or abridgement shall be in writing, except a waiver of notice of a meeting of Members or of the Board, which may be given in any manner.

ARTICLE THIRTEEN - EFFECTIVE DATE

13.1 **EFFECTIVE DATE** - This By-law shall come into force when confirmed by the Members in accordance with the Act.

13.2 **AMENDMENT** - The provisions of this or any other by-law of the Alliance may be enlarged, altered, amended or rescinded at any regular meeting of the Board and when confirmed by a two-third (2/3) majority vote of the Directors present at such meeting and thereafter, confirmed by the Members in accordance with the Act.

ENACTED by the Board on the ____ day of _____, 2023.

President

Treasurer-Secretary