

**ASSOCIATION OF CANADIAN FINANCIAL OFFICERS  
(the “Association” or “ACFO”)**

**BY-LAW NUMBER 1**

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## **INTERPRETATION AND IMPLEMENTATION**

### **1.1 Interpretation**

1.1.1 In this By-law and the schedules hereto and all other By-laws and resolutions of the Association unless the context otherwise requires, the singular includes the plural and the masculine gender includes the feminine.

### **1.2 Definitions**

1.2.1 As used in this By-law or any amendment hereof, unless the context otherwise requires, the following terms shall have the following meanings:

- a) "Act" means the *Canada Not-for-profit Corporations Act*, S.C. 2009, c. 23;
- b) "AGM" means an Annual General Meeting of the Members;
- c) "Association" means ACFO/ACAF or the Association of Canadian Financial Officers / Association canadienne des agents financiers;
- d) "Board" means the Board of Directors of the Association;
- e) "Canada Not-for-profit Corporations Act" means the *Canada Not-for-profit Act*, S.C. 2009, c. 23, as amended, and any statute enacted in substitution therefore from time to time;
- f) "Chair" means the Chair of the Board;
- g) "Director" means a member of the Association's Board of Directors;
- h) "Documents" includes deeds, mortgages, hypothecs, charges, conveyances, transfers and assignments of property, real or personal, immovable or movable, agreements, releases, receipts and discharges for the payment of money or other obligations, conveyances, transfers and assignments of shares, bonds, debentures or other securities and all paper or electronic writings;
- i) "Initial Directors" means the First Directors named in the Letters Patent of the Association;
- j) "Member" includes an individual who is either a Regular Member or an Associate Member;
- k) "Member Meetings" refers to all meetings of Members including both Annual General Meetings and Special General Meetings;
- l) "Ministry" refers to Industry Canada;
- m) "National Office" shall refer to the Head Office of the Association;
- n) "Notice Materials" means AGM Final Notice Materials and/or notice materials sent with respect to an SGM,
- o) "SGM" means a Special General Meeting of Members; and

- p) "Special Resolution" means a resolution passed by the Directors and confirmed with or without variation by at least two-thirds of the votes cast at a general meeting of the Members of the Association duly called for that purpose.

### **1.3 Statutory Terms**

- 1.3.1 All terms defined in the *Act* have the same meaning in this By-law and all other By-laws and resolutions of the Association.

## **OFFICES**

### **2.1 Head Office**

- 2.1.1 The place of the Head Office of the Association shall be in the City of Ottawa, in the Province of Ontario, and at such location therein as the Board may from time to time determine by resolution.
- 2.1.2 No By-law for the purpose of changing the Head Office is valid or shall be acted upon until sanctioned by two-thirds (2/3) of the votes cast at an AGM or a SGM duly called for considering the By-law. Notice of the proposed By-law must be published forthwith in the Canadian Gazette.

### **2.2 Other Offices**

- 2.2.1 The Association may establish such other offices, (including without limitation post office boxes for the purpose of receipt of mail) elsewhere in Canada as the Board may from time to time determine by resolution.

## **SEAL**

### **3.1 Form of Seal**

- 3.1.1 The seal which is impressed hereon shall be the  
Corporate seal of the Association.
- 3.1.2 The seal shall be in the custody of the Chair and shall be affixed to all documents required to be sealed on behalf of the Association.

## **OFFICIAL LANGUAGES**

### **4.1 Official Languages**

- 4.1.1 The official languages of the Association are French and English.
- 4.1.2 A member shall be entitled to communicate with the Association and receive services from the Association in the official language of their preference. All material generated for general distribution to the membership by the Association, or submitted by a member, to the Association, for general distribution to the membership, whether in written or

electronic form ("Written Instrument"), shall be distributed simultaneously in both official languages.

- 4.1.3 Should there be a difference of interpretation or meaning between the English and French versions of a Written Instrument, the interpretation governing the language of origin of the Written Instrument shall govern.
- 4.1.4 Any Written Instrument shall clearly indicate the language of origin in brackets immediately after its title.
- 4.1.5 All required translations of a Written Instrument, as defined in article 4.1.2 shall be clearly identified at the top of the Written Instrument as a "Translation".

## **OBJECTS**

### **5.1 Purpose**

- 5.1.1 To unite Members in a democratic organization, and to seek to obtain the best level of compensation and terms and conditions of employment, through effective collective bargaining, with any applicable employer, for all Regular Members for whom the Association becomes or applies to become the bargaining agent.
- 5.1.2 To assist and seek redress for all Regular Members who are aggrieved in their employment or in their relationship with their employers and secure for them any rights under the governing legislation and any other acts affecting their employment or their status as employees.
- 5.1.3 To seek to maintain high professional standards among Regular Members and promote their professional development.
- 5.1.4 To affiliate, as appropriate, with other associations, unions or labour organizations for the purpose of enhancing the interests of Regular Members in their attainment of their professional and bargaining goals.

## **DIRECTORS**

### **6.1 Board of Directors**

- 6.1.1 The affairs of the Association shall be managed by a Board of nine (9) Directors composed of the following:
  - a) The Chair;
  - b) Five (5) Regular Members who shall serve as Directors at large.
  - c) One (1) Regular Member who shall serve as the CT-IAU Director and must be a member of that CT subgroup.
  - d) One (1) Regular Member who shall serve as the CT-FIN Director and must be a member of that CT subgroup or a member employed at NAV Canada.

- e) One (1) Regular Member who shall serve as the CT-EAV Director and must be a member of that CT subgroup.

## **6.2 Term**

- 6.2.1 Except as otherwise provided in this By-Law, a Director shall hold office until the fourth AGM after they have been duly elected or until their successor is elected or appointed in accordance with this By-law.

## **6.3 Qualification**

- 6.3.1 Each Director shall be a Regular Member, at least eighteen (18) years of age, have power under law to contract, shall not be an undischarged or mentally incompetent person, and shall have been a Regular Member in good standing with the Association or a predecessor union for a period of not less than two (2) consecutive years.

- 6.3.2 To be eligible for election as Chair, a Regular Member must be a current member of the Board and must have held a position on the Board for one full term as was defined at the time of their election to fill that term.

- 6.3.3 If a person being a Director:

- a) ceases to be a Regular Member;
- b) resigns from office by delivering a written resignation to the Association;
- c) dies;
- d) becomes a mentally incompetent person;
- e) makes an assignment for the benefit of creditors, becomes bankrupt or insolvent, or takes the benefit of any Act that may be in force for bankrupt or insolvent debtors;
- f) accepts a nomination for election to another elected position on the Board of Directors except director positions set out in 6.1.1 (c)-(e);
- g) occupies one of the three subgroup director positions provided for in section 6.1.1 (c)(d) or (e) and ceases to be a member of the defined subgroup;

such person thereupon ceases to be a Director effective immediately. In the case of (f) the person continues to carry out the duties of their former board position until the day prior to the next AGM.

- 6.3.4 If the Association is merged with another organization, all Directors of the Association shall cease to be a director upon the effective date of the merger unless appointed or elected by the membership of the newly merged association.

- 6.3.5 No Regular Member otherwise qualified shall be ineligible for election, or to hold office, by reason of their race, national or ethnic origin, province of residence, colour, religion, age, sex, sexual orientation, marital status, family status, disability or conviction for an offence for which a pardon has been granted.

- 6.3.6 Any director shall maintain their status as a regular member of the Association and their eligibility to complete their full term in office should the Association bargaining certification be revoked pursuant to legislative or labour relations board action.

#### **6.4 Election of Directors**

- 6.4.1 All Directors shall be elected by the Regular Members at an AGM or a SGM. The Board shall, in consultation with the Nominating Committee, establish all rules and regulations pertaining to the election of the Directors.
- 6.4.2 The order in which candidates for election will be placed on the voting ballot will be as follows:
- a) Incumbents will be listed first in order of years of service on the Board;
  - b) Challengers will be listed second in alphabetical order.
- 6.4.3 The Chair of the Nominating Committee shall be the ACFO Chair unless he/she is up for election in which case the Board of Directors shall appoint another director who is not up for election to the Nominating Committee Chair position.

#### **6.5 Vacancies**

- 6.5.1 In the event that a vacancy occurs on the Board:
- a) If a Board seat, other than the President, becomes vacant during a term or if no nominations are received for a Director position:
    - i) If quorum is met, the Board may either appoint a qualified member to serve as an acting Director or leave the position vacant
    - ii) If quorum is not met, the Board will appoint a qualified member to serve as an acting Director
  - b) If the position of President becomes vacant during a term:
    - i) The Vice-Chair will perform the duties of the President on a temporary basis until the Board can appoint a current member of the Board as acting President.
  - c) Appointments under 6.5.1 (a) and (b) are valid exceptions to Article 6.4.1 and 6.7.1 and shall be on an acting basis until a new Director or President is elected at the next AGM / SGM.
  - d) Where multiple Director vacancies are required to be filled at an AGM, and at least one or more of those Director vacancies is for a partial term, the position(s) with the longer term(s) will be filled by the candidate(s) with the most votes until every vacancy is filled.

#### **6.6 Investigation of Wrongdoing and Removal of Directors**

- 6.6.1 The Board has the authority to discipline and/or suspend from office any member who contravenes any provision of this By-Law or who commits the following offences against the Association:



- a) Encouraging a member to institute legal action against the Association or any of its officers without first exhausting all internal remedies.
- b) Communicating false reports or willful misrepresentations about the Association.
- c) Working in the interests of another bargaining agent against the interests of the Association.
- d) Slandering, libeling or willfully wronging a member of the Association.
- e) Fraudulently receiving money due to the Association.
- f) Furnishing any information on the membership of the Association to any person other than those whose official position entitles them to have such a list.
- g) Deliberately interfering with a representative of the Association in the discharge of their duties.
- h) Harasses or discriminates against another member.
- i) Committing other acts which tend to either bring the Association into disrepute or otherwise harm the interests of the Association.

6.6.2 The Board has the power to receive complaints, investigate and render decisions relating to allegations of wrongdoing related to the offences provided for in 6.6.1. The Board has the power to temporarily suspend from office any member who is alleged to have contravened any provision of this By-Law or who is alleged to have committed the offences listed in 6.6.1.

6.6.3 The Board shall, upon a resolution being passed by two-thirds of the Directors, or upon the receipt of a petition signed by ten percent (10%) Regular Members, call a SGM to vote on the removal of a member(s) of the Board.

6.6.4 If the SGM is being held as a result of the receipt of a petition of Regular Members, the SGM shall not be held earlier than thirty (30) days and not later than sixty (60) days from the date of receipt of the petition.

6.6.5 The Regular Members entitled to vote at a Member Meeting may, by resolution passed by at least two-thirds (2/3) of the votes cast at a SGM or an AGM, of which notice specifying the intention to pass the resolution has been given, remove any Director before the expiration of their term of office. The vacancy so created by the removal of said Director shall be filled in the manner prescribed for filling vacancies in Article 6.5.1.

## **6.7 Quorum**

6.7.1 A quorum for the transaction of business at meetings of the Board shall be a majority of Board members that held office following the most recent AGM or SGM.

## **6.8 Board Meetings**

6.8.1 Meetings of the Board and of committees of the Board may be held at any place as designated in the notice calling the meeting. Board meetings shall be called by the Chair. For exceptional circumstances a Board meeting may also be called by a Director if two-thirds (2/3) of the Directors consent

6.8.2 The Board shall endeavour to meet at least once each month but in no event shall it meet less than nine (9) times per year. If the date and time of the next Board meeting has been set by the Board, the date and time shall not be changed unless a majority of the Director's consent or quorum is not reached at the meeting.

6.8.3 A Director may participate in a meeting of the Board or a committee by means of a telephone, electronic or other communication facility from one or more locations with the approval of all of the directors or of the committee members entitled to participate in such meeting provided the communications facility permits all person participating in the meeting to hear each other simultaneously. Any Director participating in such a meeting by a communication facility, as approved above, shall be deemed to be present at the meeting and entitled to vote at the meeting by such means.

## **6.9 Notice**

6.9.1 Notice of meetings of Directors or of committees of the Board, unless the requirement for notice is waived by all Board members shall be given by facsimile or other electronic transmission, or delivered or mailed to each Director as follows:

- a) in the case of written notice delivered other than by mail, not less than seven (7) days prior to the commencement of the meeting; and
- b) in the case of mailed notice, not less than twenty-one (21) days before the meeting is to take place.

6.9.2 The statutory declaration of the Chair that notice has been given pursuant to this By-law shall be sufficient and conclusive evidence of the giving of such notice.

## **6.10 Regular Meetings**

6.10.1 The Board may appoint one or more days in each year for regular meetings of the Board at a place and time named. If the Board approves the scheduling of said Board meetings, no further notice of the Board meetings need be given.

## **6.11 Voting**

6.11.1 Unless otherwise specified in this By-law, questions arising at any meeting of the Board shall be decided by a majority vote. At all meetings of the Board, every question shall be decided by a show of hands unless a poll on the question is required by the Chair or requested by any Director. A declaration by the Chair that a resolution has been carried and an entry in the minutes is conclusive evidence of the fact, without proof of the number or proportion of votes recorded, in favour of or against the resolution.

## **6.12 Remuneration of Directors**

6.12.1 The Association shall pay an honorarium to each Director for time spent on Association business. The Association shall also reimburse each Director for reasonable expenses incurred in the execution of their duties.

## **6.13 Indemnities to Directors and Others**

6.13.1 Every Director and officer of the Association and every other person who has undertaken or is about to undertake any liability on behalf of the Association, as approved by the Board and their heirs, executors and administrators, and estate and effects, respectively,

shall from time to time and at all times, be indemnified and saved harmless, out of the funds of the Association, from and against:

- a) all costs, charges and expenses whatsoever which such person sustains or incurs in or about any action, suit or proceeding that is brought, commenced or prosecuted against him for or in respect of any act, deed, matter or thing whatsoever made, done or permitted by him in or about the execution of the duties of the office or in respect of any such liability; and
- b) all other costs, charges and expenses which the person sustains or incurs in or about or in relation to the affairs thereof, except such costs, charges or expenses occasioned by the person's own wilful neglect or default.

#### **6.14 Protection of Directors and Officers**

6.14.1 No Director or officer of the Association shall be liable for the acts, receipts, neglects or defaults of any other Director or officer or employee or for joining in any receipt or act for conformity or for any loss, damage or expense happening to the Association through the insufficiency or deficiency of title to any property acquired by the Association or for or on behalf of the Association or for the insufficiency of any security in or upon which any of the money of or belonging to the Association shall be placed out or invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person, firm or Association with whom or which any monies, securities or effects shall be lodged or deposited or for any other loss, damage or misfortune whatsoever which may happen in the execution of the duties of the respective office or trust in relation thereto unless the same shall happen by or through the person's own wrongful and wilful act or through the person's own wrongful or wilful neglect or default.

#### **6.15 Responsibility for Acts**

6.15.1 The Directors shall not be under any duty or responsibility in respect of any contract, act or transaction whether or not made, done or entered into in the name or on behalf of the Association, except such as shall have been submitted to and authorized and approved by the Board.

#### **6.16 Powers and Duties of Directors**

6.16.1 The Board is a continuing entity and shall exercise the authority of, and act on behalf of the Association on all matters, subject to the By-laws, the letters patent, any supplementary letters patent and review by the Regular Members at a Member Meeting. The Board, without limiting the foregoing, shall:

- a) ensure that effective collective bargaining is undertaken, and ratified collective agreements are signed, for any bargaining unit for which the Association is the certified bargaining agent;
- b) administer the affairs of the Association in all things for which provision is not otherwise prescribed;
- c) in consultation with the Finance Committee, establish finance and budget protocols for the Association, ensuring that all monies received are deposited in a financial institution, designated by the Board, to the credit of the Association;
- d) in consultation with the Finance Committee, ensure that all monies not required for the current expenditures of the Association are invested in a prudent manner and in accordance with the criteria outlined in the policy manual;

- e) be responsible for the appointment, functions, duties and removal of all agents, officers and servants of the Association ("Association Staff"), including establishing their remuneration;
- f) attend AGMs and SGMs and make all reasonable efforts to attend all Board Meetings;
- g) acquire and hold real property and sell, lease, or otherwise dispose of it for the benefit of the Association and secure any debentures, or other securities, or any other present or future borrowing or liability of the Association, by mortgage, hypothec, charge or pledge of all or any currently owned or subsequently acquired real and personal, movable and immovable, property of the Association;
- h) purchase or lease equipment and arrange for services, as required, for the functioning of the Association;
- i) invest money of the Association in investments that the Board considers prudent, after due consideration of the recommendations of the Finance Committee and the criteria outlined in the Budget and Finance Controls as contained within the Association's policy manual;
- j) enter into contracts of insurance to provide group insurance benefits to the Members and employees of the Association;
- k) represent the Regular Members on all matters that affect the membership generally, subject to the direction of the membership provided at a Member Meeting;
- l) acquire and maintain the offices and facilities necessary to conduct the affairs of the Association;
- m) ensure the provision, in a timely fashion, of publication(s) designed to keep Members informed of the activities of the Association;
- n) facilitate and coordinate all AGMs and prepare all business to be brought before the AGM, including preparing the agenda and the annual Board report which shall include the audited financial statements for the previous fiscal year and a proposed budget for the current fiscal year;
- o) vary, rescind, and amend the By-laws of the Association. Any such revision to the By-laws shall be presented at the following AGM for adoption, amendment or rejection by the Regular Members;
- p) form, amend, dissolve or suspend Chapters of the Association and create any applicable rules and regulations to govern Chapters, including the Chapter application and approval process and applicable territorial designations;
- q) appoint Employee Representatives;
- r) establish and appoint the members of any committee necessary for the conduct of the affairs of the Association;
- s) subject to the approval of the Regular Members, make any rules and regulations relating to the provision, termination or revocation of membership in the Association;

- t) establish, amend and rescind policies of the Association;
- u) receive monies in payment of Association dues as set by the Regular Members;
- v) undertake matters for the benefit and welfare of the Members and employees of the Association and serve the objectives of the Association, subject to any prescriptions prescribed within the letters patent, any supplementary letters patent and this By-law.

#### **6.17 Specific Borrowing Authority**

6.17.1 From time to time the Board may authorize any Director or officer of the Association to make arrangements with reference to the money so borrowed or to be borrowed and as to the terms and conditions of the loan thereof, and as to the security to be given therefore, with power to vary or modify such arrangements, terms and conditions and to give such additional security as the Board may authorize, and generally to manage, transact and settle the borrowing of money by the Association.

#### **6.18 Chair**

6.18.1 The Chair shall be elected by the Regular Members at a Member Meeting and shall have the powers and duties from time to time prescribed by the Board or incident to their office including:

- a) be the President of the Association;
- b) when present, preside at all meetings of the Board and the Members;
- c) call Board meetings;
- d) ensure that the Board prepares a written report to Members, in advance of the AGM as prescribed in this By-law, on the affairs of the Association and to convey to the Members, at any meeting of the Members, any reports or information provided by the Board for the purposes of being presented to the Members at said meeting;
- e) sign all documents requiring their signature;
- f) to attempt to ensure that the directions and policies of the Board are implemented and adhered to;
- g) to attend all Board meetings and personally, or by delegate, attend all Member Meetings and committees of the Board (but excluding the portions of any such meetings in which the topic for consideration concerns salary and benefits to be paid to, or the performance or the disciplining of, the Chair) and to arrange to have recorded all facts and minutes of such meetings in books kept for that purpose;
- h) give all notices required to be given to Regular Members and to Directors;
- i) be the custodian of the corporate seal of the Association and of all books, papers, records, correspondence and documents belonging to the Association;
- j) certify all Documents issued by the Association;

- k) perform other duties from time to time prescribed by the Board or incident to their office.

## **6.19 Vice-Chair**

6.19.1 The Vice-Chair shall be an ACFO Director appointed by the Board annually at the first Board Meeting following the AGM and shall have the powers and duties from time to time prescribed by the Board or incident to their office including:

- a) Be a Vice-President of the Association;
- b) During the absence or inability of the Chair to act, to exercise the duties and powers of the Chair. If the Vice-Chair exercises any of the duties or powers of the Chair under the aforementioned circumstances, the absence or inability of the Chair to act shall be presumed with reference thereto; and
- c) to make all reasonable efforts to attend all AGMs, SGMs and Board meetings.

## **OFFICERS**

### **7.1 President**

7.1.1 The Chair shall fulfill the role of President. The President shall, subject to review and direction by the Board, have the powers and duties from time to time prescribed by the Board or incident to their office, including:

- a) fulfilling all duties as prescribed herein;
- b) officially representing the Association for all matters and purposes;
- c) overseeing the management of the business and day to day affairs of the Association and of its staff; and
- d) if the President desires, being an ex-officio member of every committee established by the Board.

7.1.2 All financial terms and conditions of appointment attaching to the position of President shall be set at the beginning of their term by the ACFO Board based on information obtained from an independent compensation consultant selected by the ACFO Board. The consultant will be tasked with determining fair compensation based on compensation for comparable positions in comparable bargaining agents.

### **7.2 The Vice-Presidents**

7.2.1 Directors shall fulfill the role of Vice-Presidents.

### **7.3 Board Appointed Officers**

7.3.1 The Board may from time to time appoint such other officers as it considers expedient, to hold office at the pleasure of the Board, the duties and remuneration of whom shall be determined by the Board and outlined in the Association's policy manual. All Board-appointed officers shall have the authority and perform the duties from time to time as prescribed by the Board. The Board may also remove at its pleasure any officer of the Association appointed by the Board.

## **COMMITTEES**

### **8.1 Compensation and Benefits Committee**

- 8.1.1 There shall be a Compensation and Benefits Committee (“CBC”) for each bargaining unit composed of Regular Members.
- 8.1.2 The members of the CBC shall be appointed by the Board.
- 8.1.3 The Board shall designate members of the CBC to serve as the Negotiating Team on the recommendation of the CBC.
- 8.1.4 The CBC shall, subject to the direction of the Board, act as the senior policy-advisory body in respect of all matters relating to compensation and benefits and shall prepare the bargaining demands of the Association for presentation by the Negotiating Team.
- 8.1.5 A tentative agreement reached with an employer, by the Negotiating Team (a “Tentative Agreement”), shall be submitted to the Board with its recommendations.
- 8.1.6 Where the Board accepts a Tentative Agreement, it shall recommend its acceptance to the Regular Members of the bargaining unit who shall be provided with a copy of the Tentative Agreement.
- 8.1.7 No Tentative Agreement may be signed by the Board, binding the Regular Members of the Association until its terms have been first ratified by the Regular Members of the bargaining unit at a meeting of members called for that purpose.

### **8.2 Finance Committee**

- 8.2.1 There shall be a Finance Committee composed of not less than three (3) Regular Members appointed by the Board.
- 8.2.2 One of the three members of the Finance Committee shall be a member of the Board and will chair the Committee.
- 8.2.3 The Finance Committee shall ensure that the Association’s accounts are audited and that a budget is prepared for presentation to the Regular Members at the AGM.
- 8.2.4 The Finance Committee shall ensure adequate Financial Controls are in place, records are being properly maintained and the Investment Policy is being respected.
- 8.2.5 The Finance Committee shall review all monthly financial statements and examine transactions when deemed appropriate by the committee.
- 8.2.6 The Finance Committee shall make recommendations to the board on financial related matters when applicable

### **8.3 Other Committees**

- 8.3.1 There may be such other committees with such duties as the Board may establish from time to time.



- 8.3.2 With respect to Committees of the Association, and except as otherwise provided in this By-law:
- a) the members of each committee are required to be Regular Members but are not required to be Directors of the Association;
  - b) each committee shall report, be responsible to, and shall attend at the pleasure of the Board; and
  - c) each committee shall have the power to appoint one (1) or more subcommittees.
- 8.3.3 Additional rules and regulations affecting Association Committees shall be included in the Association's policy manual.

## **MEMBERS**

### **9.1 Classes of Members**

9.1.1 There shall be two (2) classes of membership in the Association:

- a) Regular Members, and
- b) Associate Members.

and such other classes as the Association may establish from time to time by Special Resolution.

### **9.2 Regular Members**

- 9.2.1 Any member of a bargaining unit for which the Association is, or becomes the bargaining agent for, or for which the Association seeks bargaining agent status, shall be eligible for Regular membership in the Association.
- 9.2.2 Notwithstanding 9.2.1, a Regular Member who is laid off shall have the right to retain their regular membership for such period as the person retains any statutory or negotiated right or preference to retain or obtain further active employment within a bargaining unit of the Association. Dues shall be waived for such period.

### **9.3 Rights of Regular Members**

9.3.1 Every Regular Member in good standing is entitled:

- a) to participate fully at Member Meetings;
- b) to be informed, by the Association, of material matters that may affect the rights, status or employment of a Member;
- c) upon inquiry, to attend and observe any committee meeting(s), except where such committee shall, by resolution passed by a majority of the committee, declare a particular matter to be confidential;
- d) to nominate and vote for Directors of the Association;

- e) to seek and hold elective office in the Association;
- f) to seek the services of the Association with respect to specific matters of concern which are within the powers of the Association; and
- g) to share in the distribution of the Association's assets upon dissolution according to the formula outlined in article 18.1.5.

#### **9.4 Associate Members**

9.4.1 All former Regular Members who no longer retain Regular Member status, and all current and former ACFO employees, shall be eligible to be granted Associate membership in the Association.

#### **9.5 Rights of Associate Members**

9.5.1 Every Associate Member in good standing is entitled to attend Member Meetings as an observer.

#### **9.6 Rights of All Members**

9.6.1 Every Member in good standing is entitled:

- a) to be free from any act or omission on the part of the Association, or other Members, that would discriminate against the Member on the basis of age, sex, colour, national or ethnic origin, race, religion, marital status, criminal record, physical or mental handicap, sexual orientation, language or political belief;
- b) to be free from harassment by another Member on the basis of any of the grounds enumerated in a) above.

#### **9.7 Obligations of All Members**

9.7.1 Upon having applied for and been granted membership in the Association, each Member agrees to abide by and be bound by this By-law and any applicable rules, regulations, policies, and governing legislation.

9.7.2 Except as otherwise provided within this By-law, all Members agree to pay dues and submit a completed application in order to be granted membership in the Association.

## **9.8 Termination and Revocation of Membership**

- 9.8.1 Membership in the Association is terminated by death. Regular membership in the Association is not transferable and automatically terminates if the Member resigns or ceases to be a member of a bargaining unit for which the Association is the bargaining agent, or if Association ceases to act as the bargaining agent for the bargaining unit of which the Member is a member.
- 9.8.2 If a Member is found by the Board to have contravened this By-law or any applicable rule, regulation or policy of the Association including the offences listed under Article 6.6.1, or if the member has dues arrears totally three (3) months of required payments, the Board may determine that the Member's membership in the Association shall be revoked. The Board will provide written notification to the Member advising that their membership is being revoked. Any such notice of membership revocation shall be signed jointly by two members of the Board.

## **9.9 Liability of Members**

- 9.9.1 Members shall not be held responsible for any act, default, obligation or liability of the Association for any engagement, claim, payment, loss, injury, transaction, matter or thing (the "loss") unless the loss is independently actionable against the Member or is a result of the dissolution of the Association as outlined in Article 18.

## **9.10 Members' Register**

- 9.10.1 A register of all Members, together with their addresses, and all information required, by the Act, to be recorded, shall be maintained at the National Office.
- 9.10.2 Any information about the Member, shall be collected and disseminated, by the Association, in accordance with the applicable privacy legislation.

## **9.11 Annual Meeting of Members ("AGM")**

- 9.11.1 An AGM shall be held no later than eighteen (18) months after the incorporation of the company and subsequently at least once in every calendar year and not more than fifteen (15) months after the holding of the last preceding AGM. The AGMs shall be held at such time and place as may be determined by the Board for the purpose of:
- a) hearing and receiving the reports and statements required by the governing legislation and this By-law to be presented to the Regular Members at the AGM;
  - b) electing Directors;
  - c) enacting By-laws and ratifying, rejecting or amending By-law changes that have been approved by the Board following the preceding AGM;
  - d) appointing the auditor and fixing or authorizing the Board to fix the remuneration of the auditor; and
  - e) transacting any other business properly brought before the meeting.

**9.12 Special General Meeting of Members (“SGM”)**

- 9.12.1 An SGM shall be held if so requested by four (4) members of the Board, or upon the written petition of not less than ten percent (10 %) of Regular Members. A notice shall be sent to all Regular Members specifying the general nature of the business which is to be transacted at the SGM and only the business specified in the notice may be transacted at the SGM called for that purpose.
- 9.12.2 The SGM shall be called within thirty (30) days of the petition. Notification of the place, date, and time of the SGM shall be sent to the membership no later than twenty-one (21) days prior to the SGM.

**9.13 Notice of Meetings of Members**

- 9.13.1 Preliminary notice of AGM: Preliminary notice of the AGM should be provided to Regular Members not less than sixty (60) days prior to the AGM. The preliminary notice shall specify the time, place and date of the AGM and the general nature of the business to be transacted and shall invite resolutions, amendments to the By-laws and request submissions of any business from Regular Members, or a Chapter, that is to be brought before the Regular Members at the upcoming AGM.
- 9.13.2 Final Notice of AGM: Final notice of the AGM shall be sent no later than twenty-one (21) days prior to the AGM and shall contain:
- a) a copy of the Agenda;
  - b) a copy of any proposed amendments to the By-laws, letters patent or supplementary letters patent of the Association;
  - c) a copy of all By-laws enacted since the last AGM;
  - d) a certified copy of the Association’s financial statements and the budget for the current fiscal year;
  - e) a copy of all resolutions to be brought in the ordinary course of business before the AGM;
  - f) a list of all candidates running for a position on the Board; and
  - g) and the Board’ s annual Report of the affairs of the Association.

All aforementioned documents are referred to as the “Final Notice Materials”.

- 9.13.3 Only those matters required under the Act to be dealt with at a Member Meeting or matters included in the Final Notice Materials, or included in the notice materials sent with respect to an SGM (collectively the “Notice Materials”), may be voted upon, at a Member Meeting.
- 9.13.4 Any matter which cannot be voted upon at a Member Meeting in accordance with the preceding paragraph may be raised for consideration under new business and may be referred to an SGM in accordance with section 9.12.1 and 9.12.2.
- 9.13.5 Notice for Member Meetings other than an AGM: Notice of all Member Meetings, other than the AGM, shall specify the time, place and date of the meetings and the general nature of the business to be transacted thereat. Notice shall be given not less than

twenty-one (21) days before the date of the meeting to each Regular Member and to the auditor of the Association by sending an email to the last address of the addressee shown on the Association's records.

- 9.13.6 No Notice: A meeting of Members may be held at any time and place without notice if all of the Regular Members entitled to vote thereat are present in person or waive notice of or otherwise consent to such meeting being held.

#### **9.14 Chair**

- 9.14.1 In the absence of the Chair and the Vice-Chair, the Regular Members present at any meeting of Members shall choose another Director as Chair and if no Director is present or if all the Directors present decline to act as Chair, the Regular Members present shall choose a Chair from amongst themselves.

#### **9.15 Voting by Members**

- 9.15.1 Unless governing legislation, or the By-laws provide otherwise, all questions proposed for consideration at a meeting of Members shall be determined by a majority of the votes cast by the Regular Members only, each of whom shall each be entitled to one vote.
- 9.15.2 In the event of a deadlocked election an SGM shall be called immediately for the purpose of holding a run-off vote between the candidates who tied for the most votes.

#### **9.16 Proxies**

- 9.16.1 Every Regular Member entitled to vote at Member Meetings may by means of a proxy appoint a person who need not be a Regular Member as their nominee, to attend and act at the meeting in the manner, to the extent and with the power conferred by proxy. A proxy shall be in writing, shall be executed by the Regular Member entitled to vote or their attorney authorized in writing, and ceases to be valid one year from the date of its execution or such earlier date as indicated in the proxy form. A proxy may be in such form as the Board from time to time prescribes, said form to be included in the Notice Materials. ("Board Approved Proxies"). Board Approved Proxies shall be deposited with the scrutineer(s) of the AGM prior to the meeting being called to order.

#### **9.17 Quorum**

- 9.17.1 One hundred (100) Regular Members, as recorded in the Members' Register, must be present in person or represented by proxy, to constitute a quorum at any meeting of Members.

#### **9.18 Adjournments**

- 9.18.1 If for any reason a meeting of Members is adjourned, the Board shall reschedule the meeting within sixty (60) days of the original date by giving thirty (30) days notice of the place, date and time of the meeting to the Regular Members. Any business may be transacted at any adjourned meeting that might have been transacted at the original meeting from which the adjournment took place. No notice is required of any adjourned meeting.

## **EXECUTION OF DOCUMENTS**

### **10.1 Signatures on Cheques, Drafts, Notes, Etc.**

- 10.1.1 All cheques, drafts or orders for the payment of money and all notes and acceptances and bills of exchange shall be signed by the officer or officers or person or persons and in the manner from time to time prescribed by the Board.
- 10.1.2 Signing officers shall be bonded in an amount not less than twenty-five thousand dollars (\$25,000.00). All other Association staff concerned with the administration of finances or the control of equipment and supplies shall also be bonded in an amount determined by the Board. The cost of all such bonds shall be borne by the Association.

### **10.2 Execution of Documents**

- 10.2.1 Documents requiring execution by the Association may be signed by the Chair or Vice-Chair or by any two (2) Directors so designated by the Board, and all Documents so signed are binding upon the Association without any further authorization or formality. The Board may from time to time appoint any officer or officers or any person on behalf of the Association, either to sign Documents generally or to sign specific Documents. The corporate seal of the Association shall, when required, be affixed to Documents executed in accordance with the foregoing.

### **10.3 Books and Records**

- 10.3.1 The Board shall see that all necessary books and records are regularly and properly kept as required by the By-laws of the Association or by any applicable governing statute.

## **BANKING ARRANGEMENTS**

### **11.1 Banking Resolution**

- 11.1.1 The Board shall designate, by resolution, the officers and other persons authorized to transact the banking business of the Association, and shall have the authority, unless otherwise restricted, to:
- a) operate and maintain the Association's financial accounts;
  - b) make, sign, draw, accept, endorse, negotiate, lodge, deposit or transfer any of the cheques, promissory notes, drafts, acceptances, bills of exchange and orders for payment of money on behalf of the Association;
  - c) issue receipts for, and orders relating to, any property of the Association;
  - d) execute any agreement relating to any banking business and defining the rights and powers of the parties thereto; and
  - e) authorize any officer of the banker to do any transaction on the Association's behalf to facilitate the banking business.

## **FINANCIAL RECORDS**

### **12.1 Financial Records**

12.1.1 All financial records of the Association shall be maintained at the National Office in a manner approved by the auditors and the Board.

## **FINANCIAL YEAR**

### **13.1 Fiscal Year End**

13.1.1 The financial year of the Association shall terminate on the last day of December in each year or on such other date as the Board may from time to time by resolution determine.

## **RULES OF ORDER**

### **14.1 Rules of Order**

14.1.1 Unless otherwise determined by the Board, all meetings of the Association shall be governed by "Sturgis Standard Code of Parliamentary Procedure".

## **NOTICE**

### **15.1 Computation of Time**

15.1.1 In computing the date when notice must be given under any provision of the By-law requiring a specified number of days' notice of any meeting or other event, the date of giving the notice is, unless otherwise provided, included.

### **15.2 Omissions and Errors**

15.2.1 The accidental omission to give notice of any meeting of the Board or Members or the non-receipt of any notice by any Director or Regular member or by the auditor of the Association or any error in any notice not affecting its substance does not invalidate any resolution passed or any proceedings taken at the meeting. Any Director, Regular Member or the auditor of the Association may at any time waive notice of any meeting and may ratify and approve any or all proceedings taken thereat.

## **AUDITOR**

### **16.1 Annual Appointment**

16.1.1 The Regulars Members of the Association at each AGM shall appoint one or more auditors (none of whom shall be a Director, officer or employee of the Association unless the appointment is approved by all of the Regular Members entitled to vote), to audit the accounts (including the financial statements) of the Association and to report thereon to members at the AGM, to hold office until the close of the next AGM, and, if an

appointment is not so made, the auditor in office continues in office until a successor is appointed.

## **16.2 Notice of Intention to Nominate**

16.2.1 A person, other than a retiring auditor, is not capable of being appointed auditor at an AGM unless notice in writing of an intention to nominate that person to the office of auditor has been given by a Regular Member in the manner set out in the By-laws not less than fifty (50) days before the AGM.

16.2.2 The Board may fill any casual vacancy in the office of auditor, but while the vacancy continues the surviving or continuing auditor, if any, may act.

## **16.3 Removal of an Auditor**

16.3.1 The Regular Members, by a resolution passed by at least two-thirds (2/3) of the votes cast at a Member Meeting, of which notice specifying the intention to pass such resolution was given, may remove any auditor before the expiration of her/his term of office, and shall by a majority of the votes cast at that meeting, appoint another auditor in her/his stead for the remainder of their term.

## **16.4 Remuneration of Auditor**

16.4.1 The remuneration of an auditor appointed by the Regular Members shall be fixed by the Regular members, or by the Board, if they are authorized to do so by the Regular Members, and the remuneration of an auditor appointed by the Board shall be fixed by the Board.

# **AMENDMENT OF BY-LAWS**

## **17.1 Requirements for Amendment of By-laws**

17.1.1 By-laws of the Association may be repealed, amended, altered or added to by By-law enacted by a majority of the Board at a meeting of the Board and subsequently sanctioned by at least two-thirds (2/3) of the votes cast at a Member Meeting duly called for the purpose of considering the said By-law.

17.1.2 Grammatical, spelling, punctuation, and numbering corrections to these Bylaws which in no way alter the intent of the respective Bylaw shall be amended by the ACFO Chair, subject to the approval of the Board of Directors.

## **17.2 Additional Requirements for By-law Amendment**

17.2.1 No By-law amendment shall be effective unless there is compliance with the following:

- a) the proposed amendment is delivered to the Head Office of the Association at least fifty (50) days prior to any meeting of Members;
- b) the Association notifies each Regular Member entitled to vote of such proposed amendment(s) within twenty-one (20) days of the meeting of Members; and



- c) the revised By-laws are filed in accordance with the governing legislation.

## **DISSOLUTION**

### **18.1 Dissolution**

- 18.1.1 Any resolution which proposes the dissolution of the Association must clearly state the dissolution date.
- 18.1.2 Any merger with another organization will be deemed to trigger a dissolution of the Association. The dissolution date will be the effective date of the merger or a date as otherwise determined by the Ministry.
- 18.1.3 The loss of the Association's rights to be the collective bargaining agent for all Regular Members will be deemed to trigger a dissolution of the Association. The dissolution date will be the effective date of the loss of said collective bargaining rights or a date as otherwise determined by the Ministry.
- 18.1.4 The Association may dissolve and apply to surrender its Charter if it can prove to the Ministry that the Association has no assets and that if it had any assets immediately prior to the application for leave to surrender its charter, such assets have been divided rateably among its Regular Members and either:
  - a) that it has no debts, liabilities or other obligations, or
  - b) that the debts, liabilities or other obligations of the Association have been duly provided for or protected or that the creditors of the Association or other persons having interests in the such debts, liabilities, or other obligations, consent; and
  - c) the company has given notice of said application in the *Canada Gazette* and once in a newspaper at or as near as may be to the place where the association has its Head Office.
- 18.1.5 All financial liabilities of the Association that exist or shall arise after the dissolution date shall be satisfied by Board prior to distributing any cash or assets to the Regular Members. Once all liabilities have been satisfied, the remaining cash/assets shall be returned to any Regular Member who has been in good standing for a continuous period of five years prior to the dissolution date or if the Association has not been the collective bargaining agent of the Regular Member for at least five (5) years, a Member who has been a Regular Member in good standing since the Association became the collective bargaining agent for that Regular Member. The distribution shall be by means of a per capita cash distribution.
- 18.1.6 Any resolution to dissolve or merge the Association must be approved by a majority of the Board at a meeting of the Board and subsequently sanctioned by at least two-thirds (2/3) of the votes cast at a Member Meeting duly called for the purpose of considering the said resolution.