

## **Manitoba Public Health Association**

A bylaw relating generally to the transaction of the business and affairs of the Manitoba Public Health Association.

BE IT ENACTED as a Bylaw of the Association as follows:

### **Interpretation**

(1) In this and all other Bylaws of the Association:

(a) Act will mean the Corporations Act, C.C.S.M., c.C225,1 as amended from time to time, or any act that may replace it;

(b) Director will mean any of person elected or appointed to serve on the Board;

(c) Board will mean the Board of Directors of the Association;

(d) AGM will mean an Annual General Meeting of members; and

(e) GM will mean a General Meeting of members.

(2) Any other word or term contained in this and in any other bylaw of the Association, which is defined in the Act, will have the meaning consistent with that contained in the Act.

(3) Whenever reference is made in any bylaw or any special resolution of the Association to any statute or section of a statute, that reference will be deemed to extend and apply to any amendment or re-enactment of that statute or section, as the case may be.

(4) Where the word resolution is referenced, all approved resolutions require a majority vote.

### **1. Association Purpose**

The purpose of the Association is to operate as a non-profit voluntary organization whose members work with many sectors to actively influence emerging and re-emerging health, social, environmental and economic policy issues and decisions affecting the quality of life and well-being of Manitobans.

### **2. Non-Profit Status**

The purposes of the Association will be carried out on an exclusively charitable basis.

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1 <http://web2.gov.mb.ca/laws/statutes/ccsm/c225e.php>

### **3. Registered Office**

The Head Office of the Association will be in the City of Winnipeg in the Province of Manitoba, at such place as the Board may from time to time determine.

### **4. Seal**

The corporate seal of the Association will be that which the Board may by resolution from time to time adopt, and entrusted to the President, Treasurer, or Secretary of the Association, for use and safe keeping.

### **5. Directors**

**5.1 Board of Directors** -The affairs of the Association will be managed by a Board of up to fifteen (15) Directors who may exercise all such powers and carry out actions on behalf of the Association, including those not expressly:

- (1) directed or reflected in the bylaws or any resolution of the Association;
- (2) directed by a government statute; and/or
- (3) directed at a meeting of members.

**5.2 Qualifications of Directors** –Directors will be individuals who are:

- (1) eighteen or more years of age;
- (2) members of the Association at the time of their election or appointment, *or* within ten days of election or appointment; and
- (3) members throughout their term in office. However, unintended lapses of payment of membership fees will not automatically revoke their membership or duties.

### **5.3 Election and Appointment of Directors and Terms of Office**

1) The term of office of Directors of the Association will continue until their successors are elected or appointed, unless:

- (a) a formal letter of resignation has been received by the President; or
- (b) their office has been vacated, either due to their death or determination by a court that they are mentally incompetent or of unsound mind [see 5.5 (1) and (2)].

(2) The term of a Director *elected* to office will normally cease at the close of the second AGM of members following election. (3) The term of a Director *appointed* to office by either the Board or

confirmation by the membership at an AGM or GM on the recommendation of a Nominating Committee (see 8.2), will normally cease at the close of the first AGM following appointment.

(4) If no Directors are elected or appointed at an AGM or GM of members, previously elected Directors will continue in office until successors are elected or appointed.

(5) Election or appointment of Directors will normally be confirmed by Association members at an AGM or GM by either a show of hands or verbal confirmation via teleconference or videoconference.

(6) Exceptions to this process are:

(a) when the number of candidates for election exceeds the number of positions available (i.e. there is more than one candidate for President, for Secretary, and/or Treasurer, and more than twelve candidates for Members at Large). In that instance, a poll by ballot may be taken; and/or

(b) if members demand that a poll be taken by ballot for any other reason.

(7) Any incumbent Director will not be eligible for re-election to the same office after serving two consecutive terms in that office, unless the extension is approved by the members at an AGM or GM.

#### **5.4 Filling Vacancies**

(1) In the event of any vacancy in the Board, it may be filled:

(a) by Board appointment of a member of the Association;

(b) by confirmation of members at an AGM or GM of the appointment of one or more nominees put forward by the Board or Nominating Committee; or

(c) through election at an AGM or GM.

(2) Any Director *appointed* by the Board and/or confirmed by members to fill a vacancy, will normally hold office until the next AGM, unless they vacate their office for a reason identified in 5.5, below.

(3) Any Director *elected* by members to fill a vacancy will normally hold office until the second AGM after their election, unless they vacate their office for a reason identified in 5.5, below.

**5.5 Vacation of Office** – A person ceases to be a Director of the Association if:

(1) they are found by a court to be mentally incompetent or of unsound mind;

(2) they are deceased;

(3) a majority vote of the Board is passed; and/or

(4) if by notice in writing to the President of the Association, they resign their office.

**5.6 Remuneration of Directors** – Directors will serve without remuneration and will not directly or indirectly receive any profit from their position. They will, however, be paid reasonable expenses incurred in the performance of duties on behalf of the Association.

## **6. Meetings of the Board of Directors**

### **6.1 Place of Meeting and Notice**

(1) Meetings of the Board may be held in person, via teleconference, videoconference, or other distance technology, and may be convened at any time by:

- (a) the President of the Association; or
- (b) any two Directors.

(2) Notice of any meeting of the Board will be emailed or otherwise communicated to each Director at least two days in advance of the meeting, exclusive of the day on which the notice delivered.

(3) Directors whose absences are planned should provide prior notice/regrets to the Secretary or President.

(4) Notice of any meeting or any irregularity in notice or the meeting proceedings, may be waived by any Director.

(5) Notice need not specify the purpose of business to be transacted at the meeting, except when any matter referred to in Section 110(3) of the Act (*Limits on Authority*) is to be dealt with, including adoption or repeal of bylaws.

(6) Provided that a quorum of the board is present, no meeting notice is required for the first meeting of the Board held immediately following the election or appointment of Directors at an AGM or GM.

### **6.2 Chairperson**

(1) The President of the Association will preside at all meetings of the Board and of the members.

(2) In the absence of the President, the Directors present will choose an alternate to chair the meeting.

**6.3 Quorum** – The quorum at any meeting of the Board will be the presence of 50 per cent of current board members.

### **6.4 Voting**

(1) Questions arising at any meeting of the Board will be decided by a majority of votes, with the Chairperson having a vote in case of a deadlock.

(2) Unless a poll is demanded, a declaration by the Chairperson at any meeting will be conclusive of the fact that a resolution has been carried, carried unanimously, carried by a particular majority, lost or not carried by a particular majority.

### ***6.5 Participation through Distance Technology***

Consistent with 6.1, Directors may participate in meetings via teleconference, videoconference, or another distance technology, as long as all participants are able to communicate with each other.

## **7. Officers**

### ***7.1 Officers***

(1) The Officers of the Association will be the President, Secretary, Treasurer, and other Officers as the membership may by resolution determine from time to time. (2) The Officers will have the authority to perform duties identified in these bylaws or as prescribed by the members from time to time.

(3) The members will elect or appoint Officers in accordance with the provisions of Bylaws 5.3 and/or 5.4.

***7.2 Delegation of Duties of Officers*** – In the case of absence or inability of the President, Secretary, or Treasurer to act, or for any other reason that the Board may deem sufficient, the Board may temporarily delegate any or all of the powers of that Officer to any other Officer or Director.

***7.3 President*** – As Chief Administrative Officer of the Association, the President will when elected and able to carry out their duties, have powers and duties including:

(1) responsibility to the Board for the coordination of all affairs of the Association;

(2) signature of all contracts, documents, or instruments in writing, as required;

(3) charge of the documents and registers referred to in the Act;

(4) assumption of the duties of absent Officers (due to resignation or unavailability), or assignment of those duties to one or more Directors; and

(5) acting as an agent of the Association under the authority and at the express intention and direction of the Board or Executive Committee, in all matters affecting the Association, including the Canadian Public Health Association.

***7.4 Secretary*** – The Secretary will, when elected and able to carry out their duties, have powers and duties as may from time to time be assigned to them by the President or Board, including:

(1) drafting of meeting agendas;

(2) taking of minutes; and

(3) distribution of agendas, minutes, and/or other documents for review by the Board and/or membership.

**7.5 Treasurer** - The Treasurer will, when elected and able to carry out their duties, have powers and duties as may from time to time be assigned to them by the President or Board, including:

(1) maintaining an updated list of newly registered members, renewed members, lapsed members, and membership dues paid;

(2) having the care and custody of all the funds and securities of the Association;

(3) making deposits in the name of the Association at the bank or to the Association's contracted agency, as the Board may direct; and

(4) signing contracts and documents requiring the Treasurer's signature.

## **8. Committees**

### **8.1 Executive Committee**

(1) The Executive Committee will include the President, Secretary and Treasurer.

(2) It will exercise powers as authorized by the Board.

(3) Meetings of the Executive Committee will be held at a time and place to be determined by the members of the Committee.

(4) Two members will constitute a quorum.

### **8.2 Nominating Committee**

(1) From time to time, the Board may appoint a Nominating Committee comprised of Association members, to serve at the pleasure of the Board.

(2) The Nominating Committee will develop a list of nominees for election or appointment to office, and will confirm in writing that any proposed Nominee is agreeable to stand for election or appointment.

(3) The list of Nominees prepared by the Nominating Committee will be emailed to the members at least two weeks prior to the AGM or GM at which elections or appointments may occur.

(4) Names of nominees for election not emailed to members prior to the AGM or GM, may also be put forward, considered, and voted on by members at the AGM or GM.

### **8.3 Other Committees and Networks**

(1) Consistent with the strategic direction of the Association, the Board may strike other committees or less formal networks to assist in carrying out the work of the Association.

(2) The Board will prescribe or approve the duties of all committees and networks, and members will serve at the pleasure of the Board.

## **9. Indemnities to Directors and Others**

Every Director of the Association, or any other person who has undertaken or is about to undertake any liability on behalf of the Association (and their heirs, executors and administrators, and estate and effects), will at all times be indemnified and saved harmless out of funds of the Association, from and against:

(1) all costs, charges and expenses which an Officer, Director, or other person, sustains or incurs in or about any action, suit or proceeding that is brought, commenced or prosecuted against them, for or in respect of any act, deed, matter or thing whatsoever made, done or permitted by them, in or about the execution of the duties of their office; and done or permitted by them, in or about the execution of the duties of their office; and

(2) all other costs, charges, and expenses that they sustain or incur in relation to the affairs of the Association -- except any costs, charges or expenses resulting from their own willful neglect or default.

## **10. For the Protection of Directors**

### ***10.1 Liability***

(1) No current Director of the Association will be liable for the acts, receipts, neglects or defaults of any other Director or employee for any loss, damage or expense to the Association.

(2) Current Directors will not be responsible for any contract, act or transaction whether or not made, done, or entered into in the name of or on behalf of the Association, except for those approved by the Board or a Director authorized to act on behalf of the Board.

### ***10.2 Acting in a Capacity distinct from the Association***

(1) If any Director of the Association wishes to perform a paid service for the Association in a capacity not related to the Association, the fact of their position as a Director of the Association will not disentitle them or the entity with which they are affiliated, from receiving proper remuneration for such service, provided that:

(a) In advance of Board consideration of the services, the Director declares in writing to the Board their real, perceived or potential conflict of interest;

(b) They recuse themselves from all related Board deliberations and decisions; and

(c) They are recused from any management, oversight, review or audit of the services performed for the Association.

## **11. Association Membership**

### ***11.1 Qualifications, Records, and Fees***

(1) Members of the Association are those persons who have completed and submitted their membership registration or renewal form, and who have either paid required membership dues or have committed to do so within 30 days of submitting their membership registration or renewal form.

(2) The Treasurer of the Board will maintain an updated list of newly registered members, renewed members, lapsed members, and membership dues paid.

(3) Fees for each class of membership in the Association will be an amount due per annum as determined by the Board and approved by the membership from time to time.

(4) The Board or Association membership may from time to time make exceptions related to the payment or amount of membership dues, such as during a membership drive.

### ***11.2 Classes of Membership*** – There will be four classes of membership in the Association:

(1) Regular Members: Individuals engaged or interested in public/community/population health issues, who have paid their membership dues.

(a) Retired persons, students, and persons whose careers are in transition, may also choose to join and support the Association as Regular members, if they are able to pay the higher membership dues.

(2) Retired Members: Individuals engaged or interested in public/community/population health issues, who have retired from paid employment, and who have paid their membership dues.

(3) Career in Transition Members: Individuals engaged or interested in public/community/population health issues, who have paid their membership dues. Their careers are in a state of transition, and they have determined that they are unable to pay Regular membership dues.

(4) Student Members: Individuals engaged or interested in public/community/population health issues, who are attending an accredited college or university full- or part-time, and have paid their membership dues.

### ***11.4 Termination of Membership.***

(1) Membership will be automatically terminated if any member fails to pay their membership fee within sixty days after it is due.

(2) Termination of membership will not prejudice the member's right to re-join the Association by paying their membership dues.



(3) The Board may by resolution passed by a two-thirds majority vote, terminate any membership for just cause, provided that if the member is a Director, they must first be removed as a Director of the Association, pursuant to Section 5.5 of this Bylaw.

### ***11.5 Resignation***

(1) Any member may resign as a member of the Association by sending an email or letter to the President of the Association.

(2) The Board may, by resolution passed by a majority vote, request that any member resign.

## **12. Meetings of Members**

### ***12.1 Annual General Meeting (AGM)***

(1) The Association will hold an AGM of its members not more than fifteen months after the preceding AGM.

(2) It will be held at a location within Manitoba, on a day and time determined by the Board.

(3) The agenda should include: a report of by the President, highlighting the affairs of the Association for the previous year; presentation of the financial statement or auditor's report; reports by the chairs of any Association committees active since the previous AGM; and other items as determined by the Board.

### ***12.2 General Meeting (GM)***

(1) With the support of a minimum of 50% of Board members, other GMs of members may be convened by order of the Board and held on any date and time at a place within Manitoba.

(2) A General Meeting (GM) will also be called by the Board upon receipt of a written request supported by a minimum of 25% of the members entitled to vote.

### ***12.3 Notice of AGMs and GMs***

(1) A notice stating the day, time and place of an AGM or GM of members, and the general nature of the business to be transacted, will be sent via email to each current member a minimum of three weeks before and not more than two months before the date of the meeting.

(2) A GM may also be held for any purpose at any date and time and at any place within Manitoba without prescribed notice, if at least 50% of current members are present (either in person or via tele- or video-conference) and if at least 50% of members not present have provided their assent via email or signed declaration to the President, Secretary, or Treasurer.

(3) Notice of any meeting or any irregularity in any meeting or in the notice of the meeting, may be waived by any member or the auditor of the Association.

**12.4 Omission of Notice**- The accidental omission of notice of any meeting or the non-receipt of any notice by any member or the auditor of the Association, will not invalidate any resolution passed or any proceedings taken at any meeting of members.

**12.5 Content of Notice** - The notice for an AGM and other GMs will include information sufficient to apprise members of the business to be addressed.

**12.6 Chairperson** - In the absence of the President, members present will choose another Director to chair. If no Director is present, or if no Director agrees to chair, members will choose another member to chair the meeting.

### **12.7 Voting**

(1) Every question submitted to meetings of members will be decided by a majority of votes through:

(a) a show of hands of members physically present or participating via videoconference;

(b) verbal indication of members participating via teleconference; or

(c) electronic confirmation of members participating through another means, unless otherwise specifically provided by statute or by these Bylaws.

(2) Each member is entitled to one vote, whether participating in person, via teleconference, videoconference, or another distance technology.

(3) In case of an equality of votes, the Chairperson of the meeting will cast the deciding vote.

(4) At any meeting, unless a poll is demanded, a declaration by the Chairperson that a resolution has been carried, carried unanimously or by a particular majority, or lost or not carried by a particular majority, will be conclusive evidence of the fact. No other proof of the number or proportion of votes recorded in favour of or against the motion will be required.

### **12.8 Polls**

(1) If at any meeting a poll is demanded on the election of a Chairperson or on the question of adjournment, the poll will be taken immediately.

(2) If a poll is demanded on any other question, it may be taken immediately, later during the meeting, or after adjournment, as the Chairperson directs.

(3) The result of a poll will be deemed to be the resolution of the vote at the meeting at which the poll was demanded.

(4) A demand for a poll may be withdrawn by the originating member/s.

**12.9 Adjournments** - The Chairperson may, with the consent of a majority of members participating at any meeting, adjourn the meeting without providing prior notice to members present. However, before adjourning, any business included in the agenda must either be addressed in full or deferred to a future meeting or vote.

**12.10 Quorum** -A quorum for the transaction of business at any AGM or GM of members will consist of at least 10% of current members and 50% of the current Board.

### **13. Enactment, Repeal and Amendment of Bylaws**

(1) Bylaws of the Association may be enacted, repealed, or amended, through a two-step process:

(a) receipt of support from a majority of Directors; and

(b) sanction by an affirmative vote of a majority of the members participating in an AGM or GM.

(2) A copy of any bylaw to be sanctioned at an AGM or GM of members (including a bylaw amending or repealing an existing bylaw) will be sent to current members at least two weeks prior to the AGM or GM.

### **14. Auditor**

(1) The members may at an AGM or GM approve appointment of an auditor to audit the accounts of the Association prior to the next AGM.

(2) Should an auditor not be appointed at the AGM, or if the appointed auditor vacates their role prior to the next AGM, the Board may at any time by majority vote approve appointment of an auditor.

(3) The remuneration of the auditor will be approved by the Board.

(4) Should the Association contract financial services with another agency, the auditing function and financial statement accountability may be contracted with that same agency.

### **15. Notices**

**15.1 Service** - Any notice to be given to any member, Director, or auditor, will be sent in a manner and within the period of time set out in the Act or this Bylaw.

**15.2 Signature of Notices** –The signature to any notice may be typed (in an email or letter), written, printed, or stamped, or partly typed (in an email or letter), written, printed, or stamped.

**15.3 Computation of Time** - In computing the date(s) on which notice of a meeting or event may or should be given (under any provision of the Act or this Bylaw), the date on which the notice is given should be excluded.

**15.4 Omission and Errors**- Accidental omission of notice to any member, Director, or auditor, or the non-receipt of any notice by any member, Director, or auditor, or any error in any notice not affecting the substance of a notice, will not invalidate any action taken at any meeting held pursuant to the notice, unless otherwise provided in the Act.

**15.5 Proof of Service** – Certification by the President, Secretary, or Treasurer, of facts in relation to the delivery of any notice to any member, Director, or auditor, or publication of any notice, will be binding on every member, Director, or auditor of the Association.

## **16. Receipt and Payment of Funds**

(1) The agency, corporation, or individual(s) authorized to manage the accounts of the Association will:

- (a) accept and process all incoming revenues, such as, but not limited to, membership fees;
- (b) process all outgoing payments for which the Association is invoiced by another corporation, such as, but not limited to, Board liability insurance; and
- (c) process all reimbursements to Directors and other Association members who may from time to time purchase goods or services on behalf of the Association, as authorized by the Board, such as, but not limited to, expenditures related to AGMs and GMs.

## **17. Execution of Contracts, etc.**

(1) Contracts, documents, or instruments in writing requiring the signature of the Association, may be signed by:

- (a) the President;
- (b) the Secretary and Treasurer; or
- (c) the Secretary or Treasurer, along with one other Director.

(2) All signed contracts, documents or instruments in writing will be binding upon the Association without any further authorization or formality.

(3) With the support of the majority of Directors, the Board may from time to time appoint any person or persons to:

(a) *generally sign* on behalf of the Association, contracts, documents, or instruments in writing; or

(b) sign on behalf of the Association *specific* contracts, documents or instruments in writing.

(4) The Corporate Seal of the Association may when required be affixed to contracts, documents, or instruments in writing, by any person, or persons appointed by resolution of the Board of Directors.

(5) For the purpose of these bylaws, the terms 'contracts', 'documents', and 'instruments in writing', include: any deeds; mortgages; charges; conveyances; transfers; assignments of property; immovable agreements; releases; receipts and discharges for the payment of money or other obligations; and all paper writings.

(6) In particular, without limiting the generality of the foregoing, either the President and Treasurer, Treasurer and Secretary, or Treasurer or Secretary along with one other Director, are authorized to:

(a) see, assign, transfer, exchange, convert or convey any and all shares, bonds, debentures, rights, warrants or other securities owned by or registered in the name of the Association; and

(b) sign and execute (under the Corporate Seal of the Association or otherwise) all assignments, transfers, conveyances, powers of attorney and other instruments that may be necessary for the purpose of selling, assigning, transferring, exchanging, converting or conveying any such shares, bonds, debentures, rights, warrants or other securities.

## **18. Financial Year**

The Board may by resolution fix the financial year end of the Association, and the Board may from time to time by resolution change the financial year end of the Association.

## **19. Banking**

(1) The banking business of the Association will be transacted through a corporation and/or a financial institution designated by resolution of a majority of the Board.

(2) All banking business will be transacted on behalf of the Association by the President, Treasurer, Secretary, or other persons designated, directed and/or authorized by resolution of a majority of the Board.

(3) Banking business is understood to include:

(a) the operation of the accounts of the Association;

(b) the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders for the payment of money;

(c) the giving of receipts for and orders relating to any property of the Association;

(d) the execution of any agreement related to the banking business and defining related rights and powers; and

(e) authorization of representatives of another corporation or of the bank to work on behalf of the Association to facilitate such banking business.

#### **20. No Purpose of Gain by Members**

The purpose of the Association will be carried out without purpose of gain for its members, and any profits or other accretions to the Association will be used for promoting its purpose.

#### **21. Windup**

Prior to winding up or dissolution of this Association, the Board will determine by majority resolution whether funds or assets remaining after all debts have been paid will be transferred to the Canadian Public Health Association and/or a charitable institution with a purpose similar to that of the MPHA.

#### **22. Unalterability Clause**

Articles 2 (non-profit status) & 20 (no purpose of gain by members) of the Bylaw are unalterable in accordance with the Corporations Act.

ENACTED the 3 day of October, 2018

WITNESS the Corporate Seal of the Association