

A by-law relating generally to
the conduct of the affairs of

THE TERRAZZO, TILE & MARBLE GUILD OF ONTARIO, INC.

(the "Guild")

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BE IT ENACTED as a by-law of
THE TERRAZZO, TILE & MARBLE GUILD OF ONTARIO, INC.
(the “Guild”)

as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 **Definitions** - In this by-law and all other by-laws of the Guild, unless the context otherwise requires:

- (a) **“Act”** means the *Ontario Corporations Act*, R.S.O. 1990, CHAPTER C.38, including the Regulations made pursuant to the Act, and any statute or regulations that may be substituted, as amended from time to time;
- (b) **“Board”** means the board of directors of the Guild and **“director”** means a member of the Board;
- (c) **“Board Geographic Area”** means the geographic areas set by the Ontario Labour Relations Board in Construction Industry Certification Cases, as set out in the map and description of each Board Geographic Area found in Schedule “A” hereto.
- (d) **“By-law”** means this by-law and any other by-law of the Guild as amended and which are, from time to time, in force and effect;
- (e) **“Collective Agreements”** means the OPC – Guild Provincial Collective Agreement for marble, tile, terrazzo, cement masons and resilient floor layers and their helpers and the BACU - Guild Provincial Collective Agreement for marble, tile, terrazzo, cement masons and resilient floor layers and their helpers;
- (f) **“Letters Patent”** means the letters patent of the Guild;
- (g) **“Meeting of members”** includes an annual meeting of members or a general meeting of members;
- (h) **“member”** means only a person who has been admitted to membership in the Guild pursuant to the provisions of this By-law;
- (i) **“Ordinary resolution”** means a resolution passed by a majority of the votes cast on that resolution;
- (j) **“Regulations”** means the regulations made under the Act, as amended, restated or in effect from time to time; and
- (k) **“Special resolution”** means a resolution passed by a majority of not less than two-thirds of the votes cast on that resolution.

1.2 **Interpretation** - In the interpretation of this By-law, words in the singular include the plural and vice-versa, words in one gender include all genders, and “person” includes an individual, body corporate, partnership, trust and unincorporated organization. Other than as specified above, words and expressions defined in the Act have the same meanings when used in this By-law.

1.3 **Constitution**

- (a) **Mission Statement** - To foster and advance the interests of those who are engaged in or who are directly or indirectly connected with or affected by the terrazzo, tile, marble, cement masons and resilient floor layers industry in the Province of Ontario.
- (b) **Aims and Objectives** – The aims and objects of the Guild, as set out in the Letters Patent are the following:
- (i) To establish and promote a general employer-employee policy which will lead to a sound and harmonious relationship with any bargaining agent representing employees of members of the Guild or non-members of the Guild who authorize the Guild to act on their behalf.
 - (ii) To represent all members and non-members who authorize the Guild to act on their behalf:
 - in the negotiation, general application, administration and the interpretation of Collective Agreements in the arbitration of any labour disputes
 - in their relations with professional bodies and related associations;
 - before legislative committees, boards of inquiry, commissions and other similar bodies.
 - (iii) To take an interest in, or assist in any action brought by any members or non-members, which action involves a matter of policy or principle of interest to the Guild.
 - (iv) To function as the designated and accredited employers’ organization under the *Labour Relations Act* and to regulate the regulations between employers and employees in the terrazzo, tile, marble, cement masons and resilient floor layers’ industry.
 - (v) To represent such employers in collective bargaining with any sector or sectors of the said industry in any geographic area or areas as defined by the *Labour Relations Act*, or as determined by the Labour Relations Board in the Province of Ontario.
 - (vi) To develop and promote methods to improve quality, efficiency, innovation and productivity within the hardsurface industry, to study and implement the development of codes, regulations and specifications pertaining to the said industry.

**ARTICLE 2
BOARD OF DIRECTORS**

2.1 **Number of Directors** - The Board shall consist of six (6) directors.

2.2 **Qualifications**

- (a) Each director shall be an individual who is not less than 18 years of age. No person shall be a director who has been found by a court in Canada or elsewhere to be mentally incompetent.
- (b) Each nominee for the Board must have been at the time of his or her election a member of the Guild or a duly appointed representative of a member of the Guild, in good standing, for at least one (1) year as a contractor working in the terrazzo, tile and marble industry.
- (c) The Board shall consist of the following directors:
 - (i) Three (3) directors from the Board Geographic Areas 8, 9 and 18;
 - (ii) One (1) director from Board Geographic Areas 1 through 7 and 26 through 28;
 - (iii) One (1) director from Board Geographic Areas 10 through 15 and 29 through 31;
and
 - (iv) One (1) director from Board Geographic Areas 16, 17, 19 through 25 and 32;

2.3 **Election and Term**

- (a) The directors shall be elected every three years at an annual meeting of members. Each director shall be elected to hold office until the third annual meeting of members after such director is elected, at which time, each such director shall retire as a director, but, if qualified, shall be eligible for re-election.
- (b) The election of directors shall take place at an annual meeting of members no later than 24 months prior to the expiration of the term of the Collective Agreements.
- (c) The President of the Guild shall appoint two (2) members at large to prepare nominations for submissions to the annual meeting of members at which the directors are to be elected, pursuant to the following:
 - (i) The nominating committee shall nominate:
 - (A) a minimum of three (3) candidates from the Board Geographic Areas 8, 9 and 18;
 - (B) a minimum of one (1) candidate from the Board Geographic Areas 1 through 7 and 26 through 28;
 - (C) a minimum of one (1) candidate from the Board Geographic Areas 10 through 15 and 29 through 31;

- (D) a minimum of one (1) candidate from the Board Geographic Areas 16, 17, 19 through 25 and 32;
- (ii) The nominating committee shall present to the annual meeting of members the names of candidates, and shall have obtained the prior consent of the persons so nominated.
- (iii) In the event that the nominating committee fails to nominate the minimum required candidates for each Board Geographic Area, nominations for those Board Geographic Areas that lack the requisite candidates may be received from the members at the annual meeting of members where directors are to be elected. Additionally, the members may submit nominations for all Board Geographic Areas, provided that the members so nominated shall have consented to their respective nominations.
- (iv) In the event that any Board Geographic Area still lacks the requisite nominations, after the nominations from the members at the annual meeting where directors are to be elected have been received, then any other qualified candidate may be elected to fill such position or positions on the Board, irrespective of the Board Geographic Area to which such candidate belongs.
- (v) The nominating committee shall act as a team of scrutineers to total the ballots and the chairman of such committee shall advise the members of the results of such vote at the annual meeting of members.

2.4 **Vacancies on the Board** - Vacancies on the Board, however caused, may, so long as a quorum of directors remain in office, be filled by the directors with a qualified member of the Guild representing the same Board Geographic Area as the departing director or if no such qualified member is available, the directors may fill the vacancy with any other qualified member of the Guild. If there is not a quorum of directors, the remaining directors shall forthwith call a meeting of members to fill the vacancy, in which event, the members may elect a qualified member from the same Board Geographic Area as the departing director to fill the vacancy or if no such person is nominated, then the members may elect any other qualified member to fill the vacancy.

2.5 **Removal of Directors** - The members of the Guild may, by Special resolution at a meeting of members of which notice specifying the intention to pass such resolution has been given, remove any director before the expiration of his or her term.

2.6 **Executive and Other Committees**

- (a) **Executive Committee** - Whenever the Board consists of more than six (6) directors, the Board may elect from its members an executive committee consisting of not less than 3 directors, which committee shall have the power to fix its quorum at not less than a majority of its numbers and may have such powers as the Board may delegate to it, subject to any restrictions imposed from time to time by the Board and the Act.
- (b) **Other Committees** - Whenever the Board consists of six (6) or less directors, the Board may elect from its members any other committee consisting of not less than 3 directors, in which event, the Board must ratify all decisions made by such committee. The chairman of such committee shall not have a casting vote.

2.7 Powers of the Board

- (a) The directors of the Guild shall administer the affairs of the Guild in all matters and make or cause to be made for the Guild, in its name, any kind of contract which the Guild may lawfully enter into and, save as hereinafter provided, generally, may exercise all such other powers and do all such other acts and things as the Guild is, by its' Letters Patent or otherwise, authorized to exercise and do.
- (b) Without it in any way derogating from the foregoing, the directors are expressly empowered, from time to time, to purchase, lease or otherwise acquire, alienate, sell, exchange or otherwise dispose of shares, stocks, rights, warrants, options and other securities, lands, buildings and other property, movable or immovable, real or personal, or any right or interest therein owned by the Guild, for such consideration and upon such terms and conditions as they may deem advisable.

2.8 Remuneration of Directors - The directors shall receive no remuneration for acting as such.

**ARTICLE 3
DIRECTORS' MEETINGS**

3.1 Calling of Meetings - Meetings of the Board may be called by the President, the Secretary, the Executive Director or any two directors at any time.

3.2 Notice of Meetings

- (a) Notice of a meeting of the Board shall be sent to each director not less than 5 days before the date of the meeting or by any other permitted means pursuant to these By-laws or the Act provided that a meeting of the Board may be held at any time without notice if all the directors are present (except where a director is present for the express purpose of objecting to the transaction of any business on the grounds that the meeting has not been properly called) or if all the absent directors have waived notice.
- (b) Notice of any meeting of the Board or any irregularity in any meeting or in the notice thereof may be waived in any manner by any director either before or after the meeting.
- (c) For the first meeting of the Board to be held following the election of directors at a meeting of the members, no notice of such meeting need be given in order for the meeting to be duly constituted, provided a quorum of the directors is present.
- (d) For any meeting where special business will be transacted, the notice shall contain sufficient information to permit the directors to form a reasoned judgment on the decision to be taken.
- (e) The Board may appoint a day or days in any month or months for regular meetings of the Board and such meetings shall not require notice to be sent to the directors.

3.3 Quorum - Subject to the Act, a quorum for the transaction of business at any meeting of the Board shall be two-thirds of the directors.

- 3.4 **Meeting Held Entirely by Electronic Means** - If the a meeting of directors is called pursuant to these By-laws and in accordance with the Act, the individual or individuals calling he meeting, as the case may be, may determine that the meeting shall be held, in accordance with the Act and the Regulations, entirely by means of a telephonic, electronic or other communication facility that permits all participants to communicate adequately with each other during the meeting.
- 3.5 **Votes to Govern** – except as otherwise provided for herein, at all meetings of the Board every question shall be decided by a majority of the votes cast on the question.
- 3.6 **Casting Vote** - In the case of an equality of votes at a meeting of the Board, the chairman of the meeting shall be entitled to a second or casting vote.
- 3.7 **Resolution in Lieu of Meeting** - A resolution, signed by all the directors entitled to vote on that resolution at a meeting of directors or of a committee of directors is as valid as if it had been passed at a meeting of directors or of a committee of directors.
- 3.8 **Confidentiality** - Every director, officer, committee member, employee and volunteer, shall respect the confidentiality of matters brought before the Board or before any committee of the Board. Employees and volunteers shall also keep confidential matters that come to their attention as part of their employment or volunteer activities. If requested by the Guild, each director, officer, committee member, employee and volunteer, shall sign an agreement to this effect.
- 3.9 **Procedure** - The chairman of a meeting of directors will conduct the meeting and, subject to the following sentence, determine the procedure to be followed at the meeting. Procedure at all meetings of directors shall be determined by the latest edition of *Nathans Company Meetings and Rules of Procedure*.

ARTICLE 4 APPOINTMENT AND DUTIES OF OFFICERS

- 4.1 **Appointment of Officers** - The directors may, from time to time, designate the offices of the Guild, appoint officers, specify their duties and, subject to the Act, delegate to such officers the power to manage the affairs of the Guild. A director may be appointed to any office of the Guild. Two or more offices may be held by the same person, except for the office of President or Vice President. The President and Vice President shall be elected by the Board from among their number and all other officers shall be appointed by the Board at the meeting of the Board immediately following the annual meeting of members at which the directors were elected or at the first meeting of the Board following an officer's early removal from office, in which event the newly elected or appointed officer, as the case may be, shall serve for the remainder of the term of the departing officer.
- 4.2 **Description of Offices** - Unless otherwise specified by the Board (which may, subject to the Act modify, restrict or supplement such duties and powers), the offices of the Guild, if designated and if officers are appointed or elected, shall have the following duties and powers associated with their positions:
- (a) President – the President shall, when present, be the chairman at all meetings of members of the Guild and of the Board. The President shall also be charged with the general management and supervision of the affairs and operations of the Guild. The President with the Secretary or other officer appointed by the Board for that purpose, shall sign all

by-laws and membership certificates. The President shall have such other duties and powers as the Board may specify.

- (b) Vice-President – during the absence or inability of the President, the President’s duties and powers may be exercised by the Vice President, and if the Vice-President or such other director as the Board may from time to time appoint for the purpose, exercises any such duty or power, the absence or inability of the President shall be presumed with reference thereto. The Vice-President shall have such other duties and powers as the Board may specify.
- (c) Secretary – the Secretary shall be ex-officio clerk of the Board. He shall attend all meetings of the Board and record all facts and minutes of all proceedings in the books kept for that purpose. The Secretary shall give all notices required to be given to members and directors. The Secretary shall be the custodian of the seal of the Guild and of all books, papers, records, correspondence, contracts and other documents belonging to the Guild, which he shall deliver up only when authorized by a resolution of the Board to do so and to such person or persons as may be named in the resolution. The Secretary shall have such other duties and powers as the Board may specify.
- (d) Treasurer – the Treasurer, shall keep full and accurate accounts of all receipts and disbursements of the Guild in proper books of account and shall deposit all monies or other valuable effects in the name and to the credit of the Guild in such bank or banks as may from time to time be named under the direction of the Board, taking proper vouchers therefore and shall render to the Board at the regular meetings thereof or whenever required of him, an account of all transactions as Treasurer and of the financial position of the Guild. The Treasurer shall have such other powers and duties as the Board may specify.
- (e) Executive Director - The Executive Director shall have such powers and duties as the Board may specify.
- (f) Other Officers - The powers and duties of all other officers of the Guild shall be such as the terms of their engagement call for or the Board or President requires of them.

4.3 **Variation of Duties** - The Board may from time to time and subject to the Act, vary, add to or limit the powers and duties of any officer.

4.4 **Term of Officers** - The Board may remove, whether for cause or without cause, any officer of the Guild. Unless so removed, an officer shall hold office until the earlier of:

- (a) the officer’s successor being appointed;
- (b) the officer’s resignation;
- (c) such officer ceasing to be a director (if a necessary qualification of appointment); or
- (d) such officer’s death.

4.5 **Vacancy in Officership** - If the office of any officer of the Guild shall be or become vacant, the directors may, by resolution, appoint a person to fill such vacancy, unless an election of such officer is required pursuant to these By-laws.

ARTICLE 5 INDEMNIFICATION

- 5.1 **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 receipt or act for conformity or for any loss, damage or expense happening to the Guild through the insufficiency or deficiency of title to any property acquired by the Guild for or on behalf of the Guild or for the insufficiency or deficiency of any security in or upon which any of the monies of the Guild shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person with whom or which any of the monies, securities or effects of the Guild shall be deposited or for any loss occasioned by any error of judgement or oversight on his part, or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto, unless the same are occasioned by his 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 thereof.
- 5.2 **Indemnity of Directors and Officers** - Every director and officer of the Guild, every former director or officer of the Guild or a person who acts or acted at the Guild's request as a director or officer of a body corporate of which the Guild is or was a shareholder or creditor, and his heirs and legal representatives shall, from time to time, be indemnified and saved harmless by the Guild from and against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by him in respect of any civil, criminal or administrative action or proceeding to which he is made a party by reason of being or having been a director or officer of such Guild or body corporate if,
- (a) he acted honestly and in good faith with a view to the best interests of the Guild; and
 - (b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, he had reasonable grounds for believing that his conduct was lawful.
- 5.3 **Insurance** - Subject to the limitations contained in the Act, the Guild may purchase and maintain insurance for the benefit of an individual against any liability incurred by the individual:
- (a) in the individual's capacity as a director or officer of the Guild; or
 - (b) in the individual's capacity as a director or officer, or similar capacity, of another entity, if the individual acts or acted in that capacity at the Guild's request.

ARTICLE 6 MEMBERSHIP CONDITIONS

- 6.1 **One Membership Class** - There shall be one class of members in the Guild. The membership shall consist of individuals, guilds, partnerships and other legal entities as are admitted as members by the Board, and must as a condition of membership be signatory to a memorandum of agreement or other recognition agreement binding them to the Brick and Allied Craft Union of Canada and/or the International Union of Bricklayers and Allied Craftworkers and must be signatories to, and in good standing with, the Collective Agreements. Each member shall be entitled to receive notice of, attend and vote at all meetings of members of the Guild.
- 6.2 **Transfer of Membership** - A membership may only be transferred to the Guild.

6.3 Membership Dues

- (a) There shall be no dues or fees payable by members except such, if any, as shall from time to time be fixed by two thirds vote of the Board at a properly constituted meeting which vote shall become effective only when confirmed by a majority vote of the members at an annual or general meeting of members.
- (b) The Secretary shall notify the members of the dues or fees at any time payable by them and if any are not paid within 60 days of the date of such notice, the member in default shall thereupon, by a two thirds vote of the Board cease to be a member of the Guild but any such members may on payment of all unpaid dues or fees be reinstated by a two thirds vote of the Board.

6.4 Termination of Membership - A membership in the Guild is terminated when:

- (a) the member dies or resigns;
- (b) the member is expelled or its membership is otherwise terminated in accordance with the Letters Patent or By-laws;
- (c) the Guild is liquidated and dissolved under the Act.

Upon any termination of membership, the rights of the member, including any rights in the property of the Guild, automatically cease to exist.

6.5 Discipline or Termination of a Member - The Board shall have authority to discipline, suspend (for no longer than one (1) year) or terminate the membership of any member for any one or more of the following grounds:

- (a) violating any provision of the By-laws, or written policies of the Guild; or
- (b) carrying out any conduct which may be detrimental to the Guild as determined by the Board in its sole discretion; or
- (c) breaching or non-compliance of the Guild's rules established by the directors; or
- (d) breaching or non-compliance with any contractile obligations with the Guild; or
- (e) for any other reason that the Board in its sole and absolute discretion considers to be reasonable, having regard to the purpose of the Guild.

6.6 Notice of Discipline, Suspension or Termination

- (a) If the Board determines that a member should be disciplined, suspended or terminated as a member, the President, or such other officer as may be designated by the Board, shall provide ten (10) days notice of such proposed action to the member and shall provide reasons for the proposed action.
- (b) The member may make written submissions in response to the notice to the President, or such other officer as may be designated by the Board and/or shall have the right to have a hearing before the President or designated officer during such ten (10) day period.

- (c) If no written submissions or request for a hearing are received by the President, the President, or such other officer as may be designated by the Board, may proceed to notify the member that the member is disciplined, suspended or terminated as a member of the Guild.
- (d) If written submissions are received or a hearing is held in accordance with this section, the Board will consider such submissions and/or the report of the hearing in arriving at a final decision and shall notify the member concerning such final decision within a further ten (10) days from the date of receipt of the submissions or the date of the hearing.
- (e) The Board's decision shall be final and binding on the member, without any further right of appeal.

ARTICLE 7 MEETINGS OF MEMBERS

- 7.1 **Notice of Meetings** - Notice of the time and place of a meeting of members shall be given to each member by mail, courier, personal or electronic delivery at least ten (10) days before the day on which the meeting is to be held.
- 7.2 **Place of Meetings**- Meetings of members shall be held at the head office of the Guild or elsewhere in Ontario as the Board may determine and on such day as the said directors shall appoint.
- 7.3 **Special Business** - All business transacted at a general meeting of members and all business transacted at an annual meeting of members, except consideration of the financial statements, public accountant's report, election of directors and re-appointment of the incumbent public accountant, is special business.
- 7.4 **Persons Entitled to be Present**- The only persons entitled to be present at a meeting of members shall be those entitled to vote at the meeting, the directors and the public accountant of the Guild and such other persons who are entitled or required under any provision of the Act, or By-laws of the Guild to be present at the meeting. Any other person may be admitted only on the invitation of the chairman of the meeting or by resolution of the members.
- 7.5 **Chairman of Meeting** - If the President and the Vice-President are absent, the members who are present shall choose one of their members to chair the meeting.
- 7.6 **Quorum**
 - (a) A quorum at any meeting of shall be not less than thirty (30) percent of the members of the Guild, provided that no meeting of members can be held unless there are a minimum of five members present in person or represented by proxy. If a quorum is present at the opening of a meeting of members, the members present may proceed with the business of the meeting even if a quorum is not present throughout the meeting.
 - (b) If a quorum is not present at the opening of a meeting of members, the members present may adjourn the meeting to a fixed time and place but may not transact any other business.

- (c) The quorum at an adjourned meeting of members shall be the presence of those members entitled to vote who are present at the meeting.

7.7 Votes to Govern

- (a) At any meeting of members, every question shall, unless otherwise provided by the By-laws or by the Act, be determined by a majority of the votes cast on the questions.
- (b) In case of an equality of votes either on a show of hands or on a ballot or on the results of electronic voting, the chairman of the meeting in addition to an original vote shall have a second or casting vote.
- (c) After a show of hands has been taken upon any question, the chairman may require or any member or proxyholder present may demand a ballot thereon.
- (d) Whenever a vote by show of hands shall have been taken upon a question, unless a ballot thereon be so required or demanded, a declaration by the chairman 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 the question.
- (e) The result of the vote so taken and declared shall be the decision of the Guild on the question.
- (f) A demand for a ballot may be withdrawn at any time prior to the taking of the ballot.
- (g) No member, whether in person or by proxy, shall be entitled to vote at any meeting of members unless they have paid all dues and fees, if any, then payable by them.

7.8 Participation by Electronic Means - If the Guild chooses to make available a telephonic, electronic or other communication facility that permits all participants to communicate adequately with each other during a meeting of members, any person entitled to attend such meeting may participate in the meeting by means of such telephonic, electronic or other communication facility in the manner provided by the Act. A person participating in a meeting by such means is deemed to be present at the meeting. Notwithstanding any other provision of this By-law, any person participating in a meeting of members pursuant to this section who is entitled to vote at that meeting may vote, in accordance with the Act, by means of any telephonic, electronic or other communication facility that the Guild has made available for that purpose.

7.9 Meeting Held Entirely by Electronic Means - If the directors or members of the Guild call a meeting of members pursuant to the Act, those directors or members, as the case may be, may determine that the meeting shall be held, in accordance with the Act and the Regulations, entirely by means of a telephonic, electronic or other communication facility that permits all participants to communicate adequately with each other during the meeting.

7.10 Voting by Proxy - A member may vote by proxy by appointing in writing a proxyholder, and one or more alternate proxyholders, who are not required to be members, to attend and act at the meeting in the manner and to the extent authorized by the proxy and with the authority conferred by it subject to the following:

- (a) a proxy is valid only at the meeting in respect of which it is given or at a continuation of the meeting after an adjournment;
- (b) a member may revoke a proxy by depositing an instrument in writing executed by the member in accordance with the Act;
- (c) a proxyholder or an alternate proxyholder has the same rights as the member by whom they were appointed, including the right to speak at a meeting of members in respect of any matter, to vote by way of ballot at the meeting, to demand a ballot at the meeting and, except where a proxy holder or alternate proxyholder has conflicting instructions from more than one member, to vote at the meeting by way of a show of hands;
- (d) a proxy shall be in writing and shall be executed by the member or such member's attorney;
- (e) any form of proxy which is created by a person other than the member by or for whom it is executed shall conform to the requirements set out in the Regulations; and
- (f) votes by proxy shall be collected, counted and reported in such manner as the chairman of the meeting directs

7.11 **Resolution in Lieu of Meeting** - A resolution signed by all the members is as valid as if it had been passed at a meeting of members.

7.12 **Procedure** - The chairman of a meeting of members will conduct the meeting and, subject to the following sentence, determine the procedure to be followed at the meeting. Procedure at all meetings of members shall be determined by the latest edition of *Nathans Company Meetings and Rules of Procedure* unless otherwise provided for in the By-law or any rule or regulation made under it.

ARTICLE 8 BANKING ARRANGEMENTS, CONTRACTS, ETC.

8.1 Execution of Documents

- (a) Deeds, transfers, assignments, contracts, obligations and other instruments in writing requiring execution by the Guild may be signed by either the President or Vice-President and by the Secretary or Executive Director.
- (b) In addition, the Board may from time to time direct the manner in which and the person or persons by whom a particular document or type of document shall be executed.
- (c) Any person authorized to sign any document may affix the corporate seal (if any) to the document.
- (d) Any signing officer may certify a copy of any instrument, resolution, by-law or other document of the Guild to be a true copy thereof.

8.2 **Banking Arrangements** - The banking business of the Guild shall be transacted at such bank, trust company or other firm or Guild carrying on a banking business in Canada or elsewhere as

the Board may designate, appoint or authorize from time to time by resolution. The banking business or any part of it shall be transacted by an officer or officers of the Guild and/or other persons as the Board may by resolution from time to time designate, direct or authorize.

8.3 Securities

- (a) The securities of the Guild shall be deposited for safekeeping with one or more bankers, trust companies or other financial institutions to be selected by the Board. Any and all securities so deposited may be withdrawn, from time to time, only upon the written direction of the Guild signed by such officer or officers, agent or agents of the Guild, and in such manner, as shall from time to time be determined by resolution of the Board and such authority may be general or confined to specific instances.
- (b) The institutions which may be so selected as custodians of the Board shall be fully protected in acting in accordance with the directions of the Board and shall in no event be liable for the due application of the securities so withdrawn from deposit or the proceeds thereof.

8.4 Borrowing - The directors may from time to time:

- (a) Borrow money on the credit of the Guild
- (b) Issue, sell or pledge securities of the Guild
- (c) Charge, mortgage, hypothecate or pledge all or any of the real or personal property of the Guild, including book debts, rights, powers, franchises and undertakings, to secure securities or any money borrowed, or other debt, or any other obligation or liability of the Guild.
- (d) Authorize any director, officer, or employee of the Guild or any other person to make arrangements with reference to the monies borrowed or to be borrowed as aforesaid and as to the terms and conditions of the loan thereof, and as to the securities to be given therefore, with power to vary or modify such arrangements, terms and conditions and to give such additional securities for any monies borrowed or remaining due by the Guild as the directors may authorize, and generally to manage, transact, and settle the borrowing of money by the Guild.

**ARTICLE 9
NOTICES**

9.1 Giving Notices - Any notice, communication or other 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 or member of a committee of the Board or to the public accountant shall be sufficiently given:

- (a) if delivered personally to the person to whom it is to be given or if delivered to such person's address as shown in the records of the Guild or in the case of notice to a director to the latest address as shown in the last notice that was sent by the Guild;

- (b) if mailed to such person at such person's recorded address by prepaid ordinary or air mail;
- (c) if sent to such person electronically at such person's recorded address for that purpose; or

9.2 **Methods of Giving**

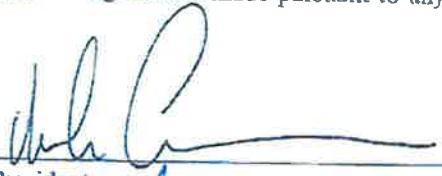
- (a) A notice so delivered shall be deemed to have been given when it is delivered personally or to the recorded address as aforesaid; a notice so mailed shall be deemed to have been given when deposited in a post office or public letter box; and a notice so sent by any means of transmitted or recorded communication shall be deemed to have been given when dispatched or delivered to the appropriate communication company or agency or its representative for dispatch.
 - (b) The Secretary may change or cause to be changed the recorded address of any member, director, officer, public accountant or member of a committee of the Board in accordance with any information believed by the Secretary to be reliable. The declaration by the Secretary that notice has been given pursuant to this By-law shall be sufficient and conclusive evidence of the giving of such notice.
 - (c) The signature of any director or officer of the Guild to any notice or other document to be given by the Guild may be written, stamped, type-written or printed or partly written, stamped, type-written or printed.
- 9.3 **Errors or Omissions** - The accidental omission to give any notice to any member, director, officer, member of a committee of the Board or public accountant, or the non-receipt of any notice by any such person where the Guild has provided notice in accordance with the By-laws or any error in any notice not affecting its substance shall not invalidate any action taken at any meeting to which the notice pertained or otherwise founded on such notice.
- 9.4 **Computation of Time** - Where a given number of days' notice or notice extending over a period is required to be given under the By-laws, the day of service, posting or other delivery of the notice shall not, unless it is otherwise provided, be counted in such number of days or other period.
- 9.5 **Undelivered Notices** - If any notice given to a member is returned on two consecutive occasions because such member cannot be found, the Guild shall not be required to give any further notices to such member until such member informs the Guild in writing of his or her new address.
- 9.6 **Waiver of Notice** - Any member, director, officer or auditor may waive any notice required to be given under the Act or the By-laws of the Guild and such waiver, whether given before or after the meeting or other event of which notice is required to be given, shall cure any default in the giving of such notice.

ARTICLE 10 GENERAL

- 10.1 **Corporate Seal** - If adopted by the Guild and until changed by y resolution of the Board, the seal, an impression of which is stamped in the margin, shall be the corporate seal of the Guild.

- 10.2 **Financial Year End** - The financial year end of the Guild shall be December 31 in each year.
- 10.3 **Operating Policy** - The Board may adopt, amend, or repeal by resolution such operating policies that are not inconsistent with the By-laws of the Guild relating to such matters as terms of reference of committees, duties of officers, Board code of conduct and conflict of interest as well as procedural and other requirements relating to the By-laws as the Board may deem appropriate from time to time. Any operating policy adopted by the Board will continue to have force and effect until amended, repealed, or replaced by a subsequent resolution of the Board.
- 10.4 **Invalidity of any Provision of This By-Law** - The invalidity or unenforceability of any provision of this By-law shall not affect the validity or enforceability of the remaining provisions of this By-law.
- 10.5 **Repeal of Previous By-Laws** - Upon this By-law coming into force, all previous by-laws of the Guild are repealed provided that such repeal shall not affect the previous operation of such by-law so repealed or affect the validity of any act done or right, privilege, obligation or liability acquired or incurred under the validity of any contract or agreement made pursuant to any such by-law prior to its repeal.

DATED the _____ day of _____, 2013.



President



Secretary

RESOLVED that the foregoing By-law No. * is made a by-law of the Guild.

The undersigned, being all of the directors of THE TERRAZZO, TILE & MARBLE GUILD OF ONTARIO, INC., sign the foregoing resolution.

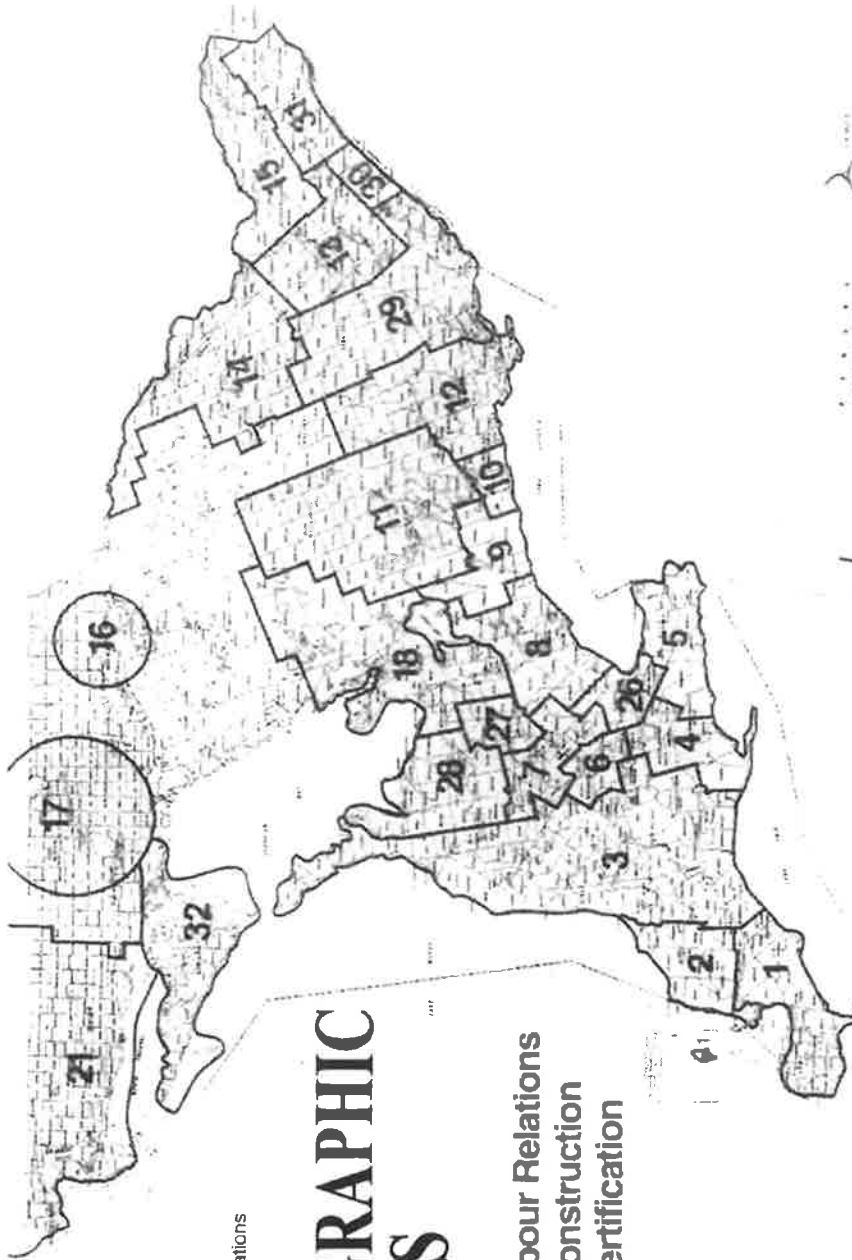
DATED the _____ day of _____, 2013.

RESOLVED that the foregoing By-law No. * is confirmed.

The undersigned, being all of the voting members of THE TERRAZZO, TILE & MARBLE GUILD OF ONTARIO, INC., sign the foregoing resolution.

DATED the _____ day of _____, 2013.

Schedule A

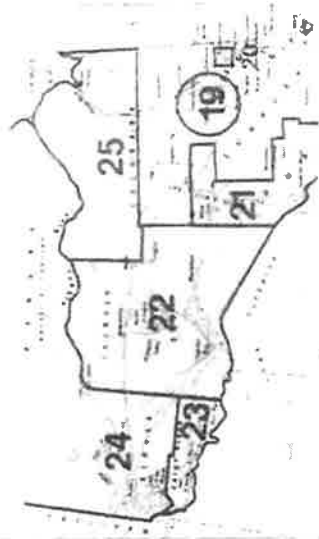


GEOGRAPHIC AREAS

set by the
Ontario Labour Relations
Board in Construction
Industry Certification
Cases

Construction Industry Areas

AREA	DESCRIPTION
1	City of Toronto
2	City of Mississauga
3	City of Brampton
4	City of Oakville
5	City of Burlington
6	City of Hamilton
7	City of St. Catharines
8	City of Niagara Falls
9	City of Welland
10	City of London
11	City of Kitchener
12	City of Guelph
13	City of Cambridge
14	City of Brantford
15	City of Windsor
16	City of London
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30	City of London
31	City of London
32	City of London



Construction Industry Areas

AREA	DESCRIPTION
1.	The Counties of Essex and Kent
2.	The County of Lanark
3.	The Counties of Oxbow, North, South, Middlesex, Bruce, and Eglar
4.	The County of Bonaville and that portion of the Regional Municipality of Metropolitan Toronto coming within the former County of Norfolk.
5.	The Regional Municipality of Niagara and that portion of the Regional Municipality of Halton and North York which is within the former County of York.
6.	The Regional Municipality of Waterloo (except that portion of the geographic Township of Beverly annexed by North Dumfries Township.)
7.	The County of Mississauga
8.	The Municipality of Metropolitan Toronto, the Regional Municipalities of Peel and York, the Towns of Oakville and Milton Hills and that portion of the Town of Milton within the geographic Townships of Etobicoke and Mississauga and the Towns of Acton and Pickering in the Regional Municipality of Durham
9.	The Regional Municipality of Durham (except for the Towns of Acton and Pickering) the geographic Township of Cayuga in the County of Peterborough and the geographic Township of Llanernac in the County of Victoria.
10.	The Towns of Cobourg and Port Hope, and the geographic Townships of Hope, Hamilton, Hammonds and Altonville in the County of Northumberland
11.	The County of Peterborough (except for the geographic Townships of Cayuga) the County of Victoria (except for the geographic Township of Merrivale) and the additional County of Haliburton
12.	Fronts Eastern County, the geographic Townships of Luss, Tudor and Gilmour and all lands south thereof in the County of Hastings, and the geographic Townships of Perry and Grenville and all lands east thereof in the County of Northumberland
13.	The County of Lanark, the geographic Townships of South County, Bedford, Kaley, Whitford, Oxford (on Hudson) and South Gosport and all lands north thereof in the United Counties of Leeds and Grenville
14.	The County of Waterloo
15.	The Regional Municipality of Ottawa-Carleton, and the United Counties of Prescott and Russell.
16.	Within a radius of 35 kilometers (approximately 20 miles) of the Huron Bay post office
17.	Within a radius of 67 kilometers (approximately 36 miles) of the City of Sudbury Federal Building
18.	The County of Simcoe and the District Municipality of Niagara
19.	Within a radius of 81 kilometers (approximately 50 miles) of the Timmins Federal Building
20.	The Town of Kildonan and the geographic Townships adjacent thereto in the District of Terrebonne
21.	That portion of the District of Algona south of the 45th parallel of latitude
22.	The District of Thurston Bay
23.	The District of Huron Bay
24.	The District of Kenora including the Pelee portion
25.	That portion of the District of Cochrane north of the 50th parallel of latitude
26.	The Regional Municipality of Hamilton-Wentworth, the City of Burlington, that portion of the geographic Township of Beverly annexed by North Dumfries Township and that portion of the Town of Milton within the geographic Townships of Mississauga and Nelson
27.	The County of Durham
28.	The County of Guelph
29.	The County of Lanark and Adirondack, the County of Frontenac and the geographic Townships of New Leeds and Lanesboro, Fairbairn and Exeter, and all lands south thereof in the United Counties of Leeds and Grenville
30.	The geographic Townships of Escapottion, Aquilus and Ebebecsburg and all lands south thereof in the United Counties of Stormont, Dundas and Glengarry
31.	The District of Merrivale (except that portion of the District of Merrivale which comes within Board Area 417)
32.	N.A.S. Areas in which not yet settled
33.	N.A.S. Areas in which not yet settled
34.	geographic townships, and therefore include any incorporated municipality, town, or village located within the geographic township.

Revised January, 1982