

## **By-Law #1: Consolidated General By-Law**

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OF THE ASSOCIATION OF REGISTERED GRAPHIC DESIGNERS OF  
ONTARIO (hereinafter called the "Association")

REFLECTING

**AMENDMENTS** NO. 1, NO. 2, NO. 3, NO. 4, NO. 5, NO. 6, NO. 7,  
NO. 8, NO. 9, NO. 10, NO. 11, NO. 12, NO. 13, NO. 14, NO. 15,  
NO. 16 , NO. 17, NO. 18, NO. 19, NO. 20, NO. 21, NO. 22, NO. 23  
AND NO. 24

**ADDITION** (MAY 9, 2001)

AND **BY-LAWS** #2, #4, #5, NO. 6, #7, NO. 8 AND NO. 9

**NOTE:** BY-LAW NO.3 IS NOT REFLECTED IN THIS  
CONSOLIDATED BY-LAW BECAUSE BY-LAW NO.3 IS THE RULES  
OF PROFESSIONAL CONDUCT (WHICH REFLECT AMENDMENT  
NO. 1 TO BY-LAW NO. 3 ENACTED JUNE 24, 2009)

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## 1.00 DEFINITIONS

### 1.01 IN THIS BY-LAW

A "Act" means the Act respecting The Association of Registered Graphic Designers of Ontario, Bill Pr 56 of the Legislative Assembly of the Province of Ontario, Canada.

- (1) "Annual Meeting" means a meeting of The Association open to all Members of The Association held each year before the 30th day of June for the purpose of reading the results of any election ballots and considering any other business, provided however that, notwithstanding the foregoing, the annual meeting to be held in 1998 shall be held on or before February 15, 1999 at the same time as the holding of the annual meeting for 1999.
- (2) "Association" means The Association of Registered Graphic Designers of Ontario
- (3) "Board" means the Board of Directors of The Association.
- (4) "By-law" means a By-law of The Association.
- (5) "Corporations Act" means the Corporations Act, R.S.O. 1990, Chapter C.38, and any statute amending or enacted in substitution therefor, from time to time.
- (6) "Director" means an elected member of the Board.
- (7) "Dues" means an annual levy.
- (8) "General Meeting" means a meeting of The Association open to all Members of The Association called by the board of directors of The Association for the purpose of confirming any by-law or by-laws and/or considering any other business.
- (9) "GTA" means the area within a thirty (30) kilometer radius of the rotunda at Toronto City Hall.
- (10) "Incapacity" means a condition or disorder of a nature and extent making it desirable in the interests of the public or the member that such member no longer continue to be an accredited Member of The Association.
- (11) "Member" means a person, duly approved by the Board, whose name and member number has been entered in the List of Members of The Association and not deleted there from, and who has met the qualifications for the

various classes of membership specified in this by-law.

- (12) "Non-GTA Candidate" means a candidate for election as a director who is Resident outside of the GTA.
- (13) "Officer" means either the President, Past-President, Vice President, Corporate Secretary or Treasurer.
- (14) "Registered" means registered as a Registered Member under this By-law, and "registration" has a corresponding meaning.
- (15) "Registered Graphic Designer" means a Registered Member of The Association, as set out in the Act.
- (16) "Resident" refers to the physical location where the individual lives (i.e. the individual's residential address) or the physical location (i.e. the street address) of the primary office of the organization by which the individual is employed or for which that individual does the majority of his or her work as at the relevant time.
- (17) "RGD" means The Association of Registered Graphic Designers of Ontario.
- (18) "Special Meeting" means a meeting open to all members of The Association called in response to a request in writing of not less than twenty per cent of the voting members of The Association.
- (19) "Student RGD" means a student member of The Association.

## 2.00 ASSOCIATION

### 2.01 NAME

A The name of The Association shall be The Association of Registered Graphic Designers of Ontario referred to hereafter as The Association.

### 2.02 HEAD OFFICE

A The head office of The Association shall be in a municipality of the Province of Ontario to be decided by resolution of the Board.

B The Association may establish other offices and agencies elsewhere within Canada as the Board designates from time to time by resolution.

### 2.03 MISSION STATEMENT

The Association is dedicated to fostering an improved and educated climate of public opinion by upholding

consistently high standards of professional competence and ethical practices in its field. In so doing, it will ensure the integrity and credibility of the graphic and communications design industry and guard the consumer against professional incompetence and misrepresentation. The Association will maintain an integral role in society as a viable and recognizable resource for global communication and cultural preservation.

#### 2.04 OBJECTIVES

A The objectives of The Association are:

- (1) to establish and promote uniform standards of knowledge, skill, professional conduct and ethics for all persons engaged in the practice and/or instruction of graphic design;
- (2) to offer a unified voice for those engaged in the practice and instruction of graphic design;
- (3) to advise its Members of developments in laws and practices related to graphic design;
- (4) to promote and advance liaison with other individuals, associations, and groups engaged in similar or related fields of activity in Canada and throughout the World;
- (5) to furnish means and facilities by which Members and graphic design students may enhance their knowledge, skill and effectiveness in all things related to the practice or instruction of graphic design, preferably in proximity to where they practise or study;
- (6) increase public awareness of the importance and benefits of graphic design; and
- (7) to provide a forum for the exchange of information relevant to the practice or instruction of graphic design.

#### 2.05 AFFILIATIONS

A The Association may be affiliated and disaffiliated with any other organization as determined by the Board, subject to Article 12.

B The Association may by resolution, for and on behalf of The Association, form a liaison with any organization or project, the purpose or objects of which are relevant to, and consistent with the objectives of The Association in the judgment of the Board.

#### 2.06 SPONSORS

A Sponsors may be any person, corporation, organization, firm establishment, or society who

further the objects and general goals of The Association by making an annual financial contribution and/or in kind contribution to The Association or its Members, engaged in the manufacture or supply of furnishings, materials, services, processes or equipment used in the practice of graphic design.

B In the case of a Sponsor, a representative shall be appointed by the management.

C A Sponsor may change its representative or request additional representatives.

D Sponsors may use the designation "Sponsor, RGD," but in so doing, may not in any way modify such designations.

### 3.00 CLASSIFICATION OF MEMBERS

#### 3.01 MEMBERSHIP

The Association shall comprise the classifications of membership described in this Article.

#### 3.02 REGISTERED MEMBERS

A A Registered Member is one who:

- (1) is of good character and adheres to the ethical standards of The Association;
- (2) shall have provided to the Board satisfactory proof of being actively engaged in the practice of graphic design;
- (3)
  - (a) shall have provided evidence of successfully completing a recognized diploma or degree either in graphic design or in which design is an integral component, as recognized in either case by the Board, and
  - (b) satisfactory proof of a minimum of three (3) years of practical experience in graphic design, to an aggregate of seven (7) years of combined education and experience, and
  - (c) if unable to satisfy the requirements of 3.02 A 3(a) and (b) above, shall have accumulated a minimum of fifteen (15) years of practical experience in graphic design; and
  - (d) if unable to satisfy the requirements of 3.02 A 3(a) and (b) or (c) above, shall have provided certified evidence of successfully completing a three(3)-year or four(4)-year post-secondary degree or diploma and satisfactory proof of a minimum of five (5) years or six (6) years,

as applicable, of practical experience in graphic design such that the applicant shall have a combination of ten (10) years of education and practical experience in graphic design; and

- (4) shall provide evidence of successfully completing the Registered Graphic Designers Qualification Examination, under regulations and costs to the applicants, as published by the Examination Board for Registered Graphic Designers, provided that an applicant referred to in section 3.02 A (3) (c) above shall be required to successfully complete the Rules of Professional Conduct and Accessibility sections of the Online Test and the Portfolio Interview section of such Examination;

OR

- (5) meets the requirements set out in the procedure for admission of practitioners as described in section 3.09 "Grandfathering," except in the case of persons holding a type or category of membership equivalent to Registered or Provisional RGD Membership in RGD, within other professional organizations having the right to grant accreditation for a related field of applied design which persons shall be governed exclusively by the provision of section 3.02 A (2).

B A Registered Member shall be given a membership number, membership card and certificate, approved by the Board certifying his or her membership. These items remain and are the property of The Association and shall be given or sent to the Executive Director upon request where the Member is suspended or expelled, and it or a substitute shall be given or sent back to the Member when the period of his or her suspension terminates and the terms thereof are fulfilled or when he or she is reinstated, as the case may be.

C

- (1) A Registered Member must use the designation "Registered Graphic Designer" and/or the letters RGD after his or her name, and shall not, in any way, modify such designation. Only Registered Members may use these designations.
- (2) These designations shall be used only in direct connection with the name of the individual Registered Member.

### 3.03 PROVISIONAL RGD MEMBERS

A A Provisional RGD Member is one who:

- (1) has provided certified evidence of successfully completing a design-related, post-secondary diploma or degree program recognized by the Board, but has not accumulated the education and/or practical experience required in 3.02 A (3) (a) and (b), and has not yet passed all parts of the examinations described in 3.02 A (4);

OR

- (2) shall have:
- (a) provided certified evidence of successfully completing a post-secondary diploma or degree and evidence of being currently employed in the graphic design industry;

B A Provisional RGD Member shall undertake to:

- (1) pass successfully all parts of the exam or examinations within two (2) years of fulfilling those qualifications.
- (2) A Provisional RGD Member shall fulfill these requirements or cease to be a Provisional RGD Member, effective at the end of The Association's fiscal year.

C

- (1) A Provisional RGD Member may use the designation "Provisional RGD Member of the Association of Registered Graphic Designers" or Provisional RGD after his or her name, but may not use any modification of these statements.
- (2) These designations shall be used only in direct connection with the name of the individual Provisional RGD Member.

### 3.04 STUDENT RGD MEMBERS

A A Student Member is one who is enrolled in a program recognized by The Association.

B The student membership year shall be from September 1st to August 31st of the following year.

C

- (1) A Student Member may use the designation "Student Member of the Association of Registered Graphic Designers" or Student RGD after his or her name, but may not use any modification of these statements.
- (2) These designations shall be used only in direct connection with the name of the individual Student Member.

### 3.05 AFFILIATE MEMBERS

A An Affiliate Member is an individual who may or may not be engaged in the practice or instruction of graphic design, or actively engaged in an allied profession.

B

- (1) An Affiliate Member may use the designation "Affiliate Member of the Association of Registered Graphic Designers" and/or Affiliate Member of RGD, and shall not, in any way, modify such designation.
- (2) These designations shall be used only in direct connection with the name of the individual Affiliate Member.

### 3.06 RGD EMERITUS MEMBERS

A An RGD Emeritus Member shall be one who has been a Registered Member of the Association, and has retired from the practice or instruction of graphic design, where retired means honourably ceasing from professional duties and where retired need not imply inactive, and has resigned his or her professional membership in the Association.

B

- (1) An RGD Emeritus Member may use the designation "RGD Emeritus of Association of Registered Graphic Designers" or "RGD Emeritus" after his or her name, but may not use any modification of these statements.
- (2) These statements shall be used only in direct connection with the individual name of the RGD Emeritus Member.

### 3.07 CORPORATE MEMBERS

A A Corporate Member may be any corporation, organization, institution or firm establishment which furthers the objects and general goals of The Association by making an annual financial contribution (as set by The Association) and which as an organization has agreed to abide by RGD's Rules of Professional Conduct.

B Corporate Members will be designated in one of the following three categories:

- (1) Supplier – which will include those corporations, organizations or firm establishments engaged in the manufacture and supply of materials, services and processes used in the

practice of graphic design or a business that offers services to graphic designers.

- (2) Educator – which will include those organizations involved in the instruction of graphic design
- (3) Creative Team – which will include those organizations that employ professional graphic designers and are engaged in providing graphic design services either to external or internal clients.

C

- (1) Corporate Members may use the designation "Corporate Member of RGD" or "Corporate Member of the Association of Registered Graphic Designers" after the name of the organization, but may not use any modification of these statements.
- (2) These designations shall be used only in direct connection with the name of the organization.

### 3.08 DIRECTOR MEMBERS

A Director Member shall:

- A be a Director of The Association
- B shall be entitled to receive notice of and attend all meetings of members, provided he or she shall have no vote thereat.

### 3.09 SPECIAL PROVISION FOR MEMBERSHIP OF REGISTERED PRACTITIONERS/EDUCATORS "GRANDFATHERING"

A Persons registered as professional members of the Ontario, Ottawa, Northern Ontario and Windsor chapters of the Society of Graphic Designers of Canada on April 25, 1996 shall, upon submission of the prescribed application form and payment of the prescribed membership fee, be admitted as Registered Members.

B Persons who do not qualify for admission as a Registered Member pursuant to paragraph A above, will be admitted as a Registered Member entitled to use the designations "Registered Graphic Designer" and "RGD", provided that such person submits to The Association by no later than June 30, 1998 the following:

- (1) the prescribed application form;
- (2) the prescribed professional fee;
- (3) satisfactory evidence to establish that:
  - (i) the applicant has achieved five (5) years of relevant work experience as a graphic designer



or

- (ii) that the applicant has achieved successful completion of a recognized graphic design education program and a minimum of two (2) years of relevant work experience as a graphic designer, such program and work experience totaling no less than five (5) years experience; and
- (4) two (2) reference letters establishing the good character of the applicant, both from Registered Members, or one from a Registered Member and the other from a client or employer of the applicant.

### 3.10 EXPIRATION OF MEMBERSHIP OF PRACTITIONERS “GRANDFATHERING”

The time for submitting applications for registered membership pursuant to section 3.09 expires June 30, 1998.

## 4.00 MEMBERSHIP

### 4.01 APPLICATION FOR MEMBERSHIP

A Any person desiring membership in The Association shall complete an application form provided by The Association, and submit it to the Association.

B The RGD Staff shall, upon receipt, review applications which are submitted in accordance with RGD By-laws and, following such review, shall either approve applications or, where questions arise, shall present these applications to the Membership Committee for consideration.

C The Membership Committee and Board shall review updates from the RGD Staff about application approvals and review any applications that do not meet membership criteria, as defined in the By-laws of the Association.

D Where the Board declares its intention to refuse an application for membership, the Board shall give written notice of its intention to the applicant. In such a case, to continue the application process the applicant must request a hearing by the Membership Committee, which hearing shall be held within twelve (12) months of issue of written notification by the Applicant.

E Upon receipt of notice from the Board pursuant to subsection 4.01 (D), the Membership Committee shall, on notice to the applicant, hold a hearing on the matter.

F The applicant for a hearing must pay, in addition to the annual membership fee, a filing fee of an amount prescribed by the Board from time to time.

G An application for membership may be refused if the applicant is, in the opinion of the Membership Committee:

- (1) not of good character;
- (2) has not complied with the academic and experience requirements specified in the By-laws of The Association for the issuance of membership;
- (3) has not passed such examinations as the Board may set or approve in accordance with the By-laws of The Association; or
- (4) has not provided payment for the required dues as prescribed by the By-laws.

H Except as set out in this By-law, the Membership Committee may establish its own procedures.

I In dealing with an application which will be the subject of a hearing, the Membership Committee shall:

- (1) give the parties an opportunity to inspect any material that the Membership Committee will consider at the hearing,
- (2) give the parties the right to appear before the Membership Committee at the hearing, with witnesses and counsel as so requested, to make representations.

J Where the Membership Committee commences a hearing and a committee member thereof becomes unable to act, the remaining committee members, if they constitute a quorum, may complete the hearing despite the absence of the withdrawing committee member.

K Upon considering the application and having afforded the parties an opportunity to make representations at the hearing, the Membership Committee may:

- (1) refuse the application;
- or
- (2) approve the application with such terms and conditions as in the opinion of the Membership Committee are reasonable and/or appropriate in the circumstances.

A person who has been refused membership under the By-laws of The Association may appeal to the Divisional Court from the refusal to grant membership.

L The Board and the applicant are parties to proceedings before the Membership Committee pursuant to this Article.

M All hearings of applications conducted by the Membership Committee shall be conducted in private except where the applicant whose application is being considered requests that it be open to the public.

N Committee members holding a hearing shall not have taken part before the hearing in any investigation or consideration of the subject matter of the hearing.

O No committee member shall participate in a decision of the Committee following a hearing unless he or she was present throughout the hearing and heard the evidence and argument of the parties.

P The RGD Staff may, upon request from an existing Member of The Association experiencing financial or medical hardship, recommend that the Board dispense in whole or part with the person's obligation to remit membership or any other dues for such time as is appropriate. The standing and privileges of an applicant or Member may not be affected where membership or other dues are so dispensed with, otherwise than as specifically determined by the Board.

Q The Membership Committee shall have the ability to recommend, and the Board shall have the ability to approve and accept, an application for membership that does not comply with the express provisions of paragraph 3.02 A (4) (b) of Article 3 of this By-Law where it is considered, in the sole and unfettered discretion of the Membership Committee and the Board, to be in the best interests of the Association to do so. Such determination may be made retroactively with respect to any membership previously granted.

#### 4.02 PRIVILEGES OF MEMBERSHIP

A All Members are entitled to:

- (1) attend Annual, General and Special Meetings;
- (2) serve on committees;
- (3) receive such information as the Board may direct from time to time.

B Registered Members only are:

- (1) entitled to vote at Annual, General and Special Meetings;
- (2) eligible to hold elected office in The Association.

#### 4.03 MEMBERSHIP UNIFORMITY

Subject to the other provisions of this By-law, every Member in any category has the same rights, privileges, obligations and responsibilities within The Association.

#### 4.04 RESTRICTIONS ON THE USE OF TITLE

A Privileges of membership, including the right to use any form of designation to indicate membership in The Association, may not be conveyed by legal or any other transfer of titles or by inheritance. Membership is not transferable and lapses or ceases to exist upon the death or dissolution of the member.

B Membership in or with The Association shall not be considered in effect until persons have been duly approved by The Association and have paid the dues in accordance with the By-law.

C Restrictions in the use of the title may be imposed as a result of disciplinary proceedings or non-payment of dues, fees, levies or assessments.

#### 4.05 DUES

A Dues of Members shall be prescribed by the Board from time to time.

B Dues may be amended at the discretion of the Board.

C Dues shall be payable upon invoicing.

D Persons who are admitted to any category of membership except Student and Affiliate Member after January 31 shall be required to pay immediately only that portion of the annual dues chargeable for the remainder of the fiscal year, pro-rated on a monthly annual basis, plus an administrative fee as may be prescribed by the Board from time to time.

E Dues, fees, levies or assessments, shall become part of the annual membership dues, and the membership dues shall be considered in arrears until the full invoiced amount has been received.

F When required to maintain or further the interests of The Association, the Board may prescribe a levy or special assessment upon Members.

#### 4.06 RESIGNATIONS

A Resignations shall be made in writing, to the Association.

#### 4.07 TERMINATION OF MEMBERSHIP

A When membership in The Association is terminated, the Executive Director shall remove



the name and member number from the List of Members.

B The Member shall surrender immediately any membership card, certificate or other RGD property to the Executive Director.

C A former Member whose membership has been terminated shall not in any way hold out to the public that she or he continues to be a Member of RGD or that she or he is in any way associated with RGD.

#### 4.08 NON-PAYMENT OF DUES

A

- (1) Any Member whose dues remain unpaid by July 31st of each year shall be notified by letter.
- (2) The letter shall contain quotation of this section of the By-law, with notice that if dues remain unpaid thirty (30) days after date of mailing, membership shall be terminated without further notice.
- (3) Payments received from March 1 to April 30 shall be subject to a late payment penalty as prescribed by the Board from time to time, and dues shall not be considered paid in full until receipt of the total amount owing, including all dues, fees, levies and assessments.

#### 4.09 REINSTATEMENT OF MEMBERS

A

- (1) The Staff shall have the power to reinstate former Members with notification to the Board.
- (2) Such reinstatement shall be subject to the current qualifications for membership in the respective category and payment of any dues or monies in arrears and any reinstatement administrative fee as prescribed by the Board from time to time.
- (3) An application for reinstatement, accompanied by payment of the applicable fees, shall be required.
- (4) Where an application for reinstatement is refused, written notice of such intentions, with reasons, shall be sent to the applicant with notification of the right to a hearing.
- (5) Upon receipt of written notice as described in 4.09 A (4), an applicant shall submit a request in writing, accompanied by certified payment of a filing fee and any dues or monies

in arrears to The Association. A hearing will then be held by the Membership Committee where a determination will be made in accordance with the procedures and powers set out in section 4.01 D to 4.01 P inclusive.

#### 4.10 NOTICE OF CHANGE

A

- (1) Any Registered Member or Provisional RGD Member who changes the nature of his or her professional activities or status must advise RGD Staff within thirty (30) days.
- (2) Following the review of the nature of such change, the RGD Staff shall determine whether (a) the change results in professional activities in conflict with Article 3.02 A and whether the Member shall be reclassified as eligible for membership in another category, and (b), whether the status of a Provisional RGD Member is eligible for membership as a Registered Member, and shall submit their recommendations to the Board.
- (3) Where a Member refuses to accept a reclassification upon written notice by the Board, she or he shall have the right to a hearing.
- (4) Where an application for reclassification, accompanied by any filing fee prescribed and published from time to time by the Board, is received by the Board, the Membership Committee shall hold a hearing and make a determination in accordance with the procedures and powers set out in Sections 4.01 D to 4.01 P inclusive.

B It is incumbent upon any Member to advise the Association of any change of address or change of ownership within ninety (90) days of such change.

### 5.00 RULES OF PROFESSIONAL CONDUCT

#### 5.01 RULES OF PROFESSIONAL CONDUCT

The Board will develop and, from time to time, alter, amend and/or repeal, a Rules of Professional Conduct which enunciates principles of what is and is not acceptable ethical behaviour of Members. Each Member will, upon admission and thereafter, on request, be provided with a copy of the Rules of Professional Conduct.

#### 5.02 GRIEVANCES

A A grievance alleging a breach of the Rules of Professional Conduct or that a Member is unfit due to Incapacity may be made by any Member, by any member of the public, or by The Association through a decision of the Board to so proceed.

B The Board, upon learning of any situation or circumstance that may give rise to a grievance, shall at its next regularly scheduled meeting or a special meeting specifically called by the Board for that purpose, consider such circumstance or situation where in the opinion of a majority of the Board it is in the best interests of The Association to do so, and shall, as the representative of The Association, file a written grievance with the Grievance Committee.

#### 5.03 GRIEVANCE COMMITTEE PROCEDURE

A There shall be a Grievance Committee as described in Article 7.07 "Grievance Committee."

B Except as set out in this By-law, the Grievance Committee may establish its own procedures.

C All grievances must be made in writing, in confidence, to the Executive Director. A grievance shall be immediately referred to the Grievance Committee. No action shall be taken by the Committee unless:

- (1) the Member whose conduct or capacity is to be investigated has been notified of the grievance and given a maximum of forty-five (45) days in which to submit in writing to the Grievance Committee any explanations or representations the Member may wish to make concerning the matter;
- (2) the Grievance Committee has considered the representations of the complainant and the Member relating to the grievance; and
- (3) the Grievance Committee has examined all such records and other documents, in addition to the representations referred to in section 5.03 C (1) above, which, in its sole discretion, believes should be examined.

D The Grievance Committee shall, within ninety (90) days of notifying the Member against whom the grievance has been lodged, determine whether the grievance is frivolous or in the opinion of the Committee otherwise unworthy of pursuing, and if so, shall dismiss the grievance. Where the Committee determines that a grievance should proceed the Committee may, where in the opinion of the Committee it is appropriate, attempt to facilitate the mediation or other consensual resolution of the grievance. For all grievances which have not been dismissed by the Committee as frivolous or otherwise unworthy of pursuing, or which have not been successfully mediated, the Committee shall refer such grievances to the Discipline Committee for a hearing.

E For the purposes of carrying out its duties set out in section 5.03 (D) above, the Grievance Committee may take such action as it considers appropriate in the circumstances and that is not inconsistent with this By-law.

F The determination of the Grievance Committee shall:

- (1) be made in writing; and
- (2) be served on the Member in question and the complainant by registered mail, and
- (3) may be appealable to the Divisional Court as contemplated by the Act.

G Where a grievance has been dismissed by the Grievance Committee as being frivolous or otherwise unworthy of pursuing, the complainant shall have the right to request the Discipline Committee to review the Grievance Committee's position on the grievance.

H Notwithstanding section 5.03 D above, for the purpose of maintaining the integrity of the standards of The Association, the Board shall have the right to refer a grievance to the Discipline Committee for a hearing, despite a mediated solution of the grievance having been reached by the Grievance Committee, to the satisfaction of both the complainant and the Member.

I For the purposes of maintaining the integrity of the standards of The Association, the Grievance Committee shall have the right to refer the grievance and surrender all documents to the Discipline Committee for a hearing, where, in its opinion, it is desirable to do so, notwithstanding the successful mediation of a grievance to the satisfaction of the Member and the complainant.

#### 5.04 DISCIPLINE COMMITTEE PROCEDURE

A There shall be a Discipline Committee as described in Article 7.08 "Discipline Committee."

B Except as set out in this By-law, the Discipline Committee may establish its own procedures.

C When so directed by the Grievance Committee, the Discipline Committee shall hold a hearing to consider and determine whether a Member has breached the Rules of Professional Conduct, or whether a Member is unfit due to Incapacity.

D In dealing with a grievance, the Discipline Committee shall:

- (1) notify the Member in writing of the nature and substance of the grievance made against him;
- (2) forward to the Member a copy of the grievance;
- (3) give all parties an opportunity to inspect any material the Committee will consider, in advance of a hearing;
- (4) give all parties the right to appear before the Committee at a hearing with witnesses and counsel if so requested to answer the grievance.
- (5) The Discipline Committee has the power to swear in witnesses, accept testimony under oath and require witnesses to produce in evidence any documents, drawings or materials specified by the Committee.
- (6) The Discipline Committee shall give all parties the right to cross-examine witnesses as may be reasonably required for full and fair disclosure of the facts in relation to which such witnesses have given evidence.

E Upon considering the grievance and having afforded the Member an opportunity to answer the grievance at a hearing, the Discipline Committee shall:

- (1) dismiss the grievance and decide that no further action be taken,

OR

- (2) determine whether the Member has breached the Rules of Professional Conduct or is unfit due to Incapacity.

F The decision of the Discipline Committee and its reasons shall:

- (1) be made in writing;
- (2) be served on the Member in question and the complainant by registered mail; and
- (3) may be appealable to the Divisional Court as contemplated by the Act.

G Where so requested by a complainant, the Discipline Committee shall review a determination by the Grievance Committee that a grievance is frivolous or otherwise unworthy of pursuing, and, where in the opinion of the Discipline Committee the disposition of the matter by the Grievance Committee was unreasonable, the Discipline

Committee may proceed to hold a hearing on the merits of the grievance. While the complainant has a right to request the Discipline Committee to review the dismissal of the grievance by the Grievance Committee, the Discipline committee shall not be required to hold a hearing as part of such review.

H Where the Discipline Committee commences a hearing and a committee member becomes unable to act, the remaining committee members, if they constitute a quorum, may complete the hearing despite the absence of the withdrawing committee member.

I All hearings conducted by the Discipline Committee shall be conducted in private except where the Member against whom the grievance has been made requests that it be open to the public.

J Discipline Committee members holding a hearing shall not have taken part before the hearing in any investigation or consideration of the subject matter of the hearing, and shall not communicate directly or indirectly in relation to the subject matter of the hearing with any person or with any party or representative of a party, except upon notice to, and opportunity for both parties to participate.

#### 5.05 PENALTIES AND SANCTIONS

A Where the Discipline Committee finds that a Member has breached the Rules of Professional Conduct or is unfit due to Incapacity, the Committee may take such action against the Member as the Committee determines to be appropriate in the circumstances, including and limited to any or all of the following:

- (1) ordering the Executive Director to remove the name of the Member from the List of Members;
- (2) suspending the Member for a period of not more than three (3) years;
- (3) reprimanding the Member;
- (4) permitting the Member to maintain his or her membership upon such terms and conditions as the Discipline Committee may deem appropriate;
- (5) requiring the Member to take the Registered Graphic Designer Qualification Examination, within a six-month period before resuming practice;
- (6) ordering the Member to pay a sum.

## 5.06 CONFIDENTIALITY

A All Committees established hereunder, all RGD Members, employees, agents, and/or consultants having knowledge of or involved with the keeping of any records relating to, or the conduct of, any disciplinary proceedings shall maintain total confidentiality except where disclosure is required in the course of carrying out their duties, by law or by this By-law.

B All disciplinary hearings conducted by the Discipline Committee shall be conducted in private except where the Member against whom the grievance is alleged requests that it be open to the public, unless the possible disclosure of intimate financial or personal matters outweighs the desirability of holding the hearing in public.

## 6.00 MANAGEMENT

### 6.01 BOARD OF DIRECTORS

A The affairs of The Association shall be managed by a board of directors, hereinafter known as the "Board."

B The Board shall be composed of such number of directors as may be determined from time to time by the Board by by-law and shall include not fewer than nine (9) individuals and not more than thirty-five (35) individuals in total, provided that, as of June 4, 2003, it shall consist of 17 individuals;

- (1) one Student RGD member as selected by the Board; and
- (2) one Provisional RGD Member as selected by the Board.
- (3) no more than one additional person, not necessarily a Member, who is not a Registered Member, as selected by the Board.

C Every Director shall be eighteen (18) or more years of age and no undischarged bankrupt shall become a Director.

D The Nominating Committee shall:

- (1) solicit nominations from the Members and prepare a listing of one or more qualified candidates for each Director's office which will be vacant and for which an election is to be held at every Annual Meeting, commencing with the meeting held in 1997. A candidate who is a Non-GTA Candidate shall be identified as such by the Nominating Committee. For purposes of preparing the listing of candidates who will be presented for election at an Annual Meeting, the

Nominating Committee shall use reasonable efforts to ensure that the Members are given a fair opportunity to apply for such office on the Board. The Nominating Committee shall establish from time to time qualifications and criteria, in addition to the qualifications set out in the Corporations Act and the By-laws, to be applied to each applicant equally, which must be satisfied by an applicant in order for such applicant to be included on the listing of candidates for a Director's office, prepared by the Nominating Committee, provided that such qualifications and criteria established by the Nominating Committee must be ratified by resolution by the Board;

- (2) circulate to Members, not less than thirty (30) days prior to the Annual Meeting, a list of the names of the candidates for election to the Board at such Annual Meeting, which list will identify each candidate who is a Non-GTA Candidate. The listing of candidates so proposed by the Nominating Committee shall be ratified by resolution by the Board prior to its circulation to the Members;
- (3) make recommendations to the Board of the names of individuals to fill vacancies on the Board that occur from time to time.

E A Director, if otherwise qualified, is eligible for re-election to the Board upon the expiration of such Director's term, provided that no retiring director may be re-elected for a term that, if added to the director's immediately preceding consecutive terms, would aggregate a period of consecutive service as a Director of greater than six (6) years, provided further that such limitation on re-election shall not apply if the Board determines by resolution that there are no other eligible candidates interested.

F Directors shall hold office for a term of two (2) years calculated from the date of the annual meeting at which they are elected until the second annual meeting next following such meeting, or until their successors have been elected and qualified, and shall retire in rotation.

G Where:

- (1) the number of candidates nominated on the Board is equal to the number of offices to be filled, the Corporate Secretary of the meeting shall cast a single ballot electing that number

of candidates for the offices on the Board to be so filled; and

- (2) the number of candidates nominated on the Board is greater than the number of offices to be filled, the election to fill such offices shall be by ballot.

H In the event that there is an election as contemplated in 6.01 (G) (2):

- (1) the Non-GTA Candidate receiving the highest number of votes shall be declared elected;
- (2) the Non-GTA Candidate receiving the second (2nd) highest number of votes shall be declared elected; and
- (3) the five (5) candidates (other than the candidates referred to in 6.01 (H) (1) and (2)) receiving the highest number of votes shall be declared elected.

I The Board may prescribe from time to time the form of ballot to be used for the election of Directors, provided that the ballot shall identify each candidate who is a Non-GTA Candidate.

J The Board shall be responsible for long- and short-range planning, setting policy, monitoring all operations, hiring the top staff person, and ensuring that adequate governing documents are in place and regularly reviewed.

K Directors have a fiduciary relationship with The Association and shall comply with the provisions of the Act, the regulations and the By-laws and shall exercise the powers and discharge the duties of their office honestly and in good faith and shall exercise the same degree of care, diligence and skill that a reasonable and prudent person would exercise in comparable circumstances in furtherance of the objects of The Association in order that the public interest may be served and protected. Each Director shall:

- (1) become familiar with the Act, the regulations and the By-laws and with such other records and documents as may be necessary as background knowledge for the purpose of performing the duties of the office of Director;
- (2) attend meetings of the Board prepared to take part in the discussions and decisions taken at its meetings unless unavoidably detained by illness, urgent prior commitment or other emergency, always contributing in

a concise, clear and carefully thought-out manner;

- (3) serve on at least one (1) Committee, and participate in the meetings of that Committee;
- (4) be present at and participate in the Annual Meeting or General Meetings unless unavoidably detained by illness, urgent prior commitment or other emergency;
- (5) provide guidance and leadership to such Committee, carefully considering the position of colleagues, assisting constructive decision-making and striving to secure consensus;
- (6) perform such duties as may be requested by the Board with respect to liaison with other organizations, community events and in any other way which promotes understanding of The Association's purpose and programmes;
- (7) disclose any interest he or she may have, other than as Director, in any matter coming before the Board, a committee or task force and thereafter withdraw from its meeting and neither vote nor be counted in the quorum in respect of such matter;
- (8) ensure that confidential matters coming to his or her attention as Board members are not disclosed except as required for the performance of their duties or as may be directed by the Board;
- (9) stay informed about The Association's programmes, policies, and services and about federal and provincial legislation which could affect their liability as directors and employers;
- (10) stay informed about the needs and trends within the graphic design industry.

#### 6.02 RESIGNATIONS, REMOVAL AND REPLACEMENT OF DIRECTORS

A The office of a Director shall automatically be vacated:

- (1) if the Director does not within ten (10) days after election or appointment as a Director become a Member, or ceases to be a Member;
- (2) if the Director becomes bankrupt or suspends payment of debts generally or compounds



with creditors or makes an authorized assignment or is declared insolvent;

- (3) if the Director is found to be a mentally incompetent person or becomes of unsound mind;
- (4) if the Director by notice in writing to The Association resigns office which resignation shall be effective at the time it is received by the Corporate Secretary or at the time specified in the notice, whichever is later;
- (5) if at a Special Meeting, a resolution is passed by the at least two thirds (2/3) of the votes cast at the Special Meeting removing the Director before the expiration of the Director's term of office;
- (6) if a Director fails to attend, without proper excuse (as determined in the sole discretion of the Board), either three (3) consecutive regular monthly board meetings or four (4) regular monthly board meetings in any calendar year, provided that once a Director has either been absent from two (2) consecutive regular monthly board meetings or from three (3) regular monthly board meetings in any calendar year, such Director shall be provided with notice from the Executive Director regarding the potential application of this sub-paragraph to such Director in respect of a future absence.
- (7) if the Director dies.

B A vacancy occurring in the Board shall be filled as follows:

- (1) if the vacancy occurs as a result of the removal of any Director by the Members in accordance with paragraph 6.02 A (5) above, it may be filled upon the vote of a majority of the Registered Members and any Director elected to fill a removed Director's place shall hold office for the remainder of the removed Director's term;
- (2) any other vacancy in the Board may be filled for the remainder of the term by the Directors then in office, if they shall see fit to do so, so long as there is a quorum of Directors in office provided that if there is not a quorum of Directors, the remaining Directors shall forthwith call a meeting of the Members to fill the vacancy, and, in default or if there are

no Directors then in office, the meeting may be called by any Member; or

- (3) otherwise such vacancy shall be filled at the next Annual Meeting at which the Directors for the ensuing year are elected.

If the number of Directors is increased between the terms, a vacancy or vacancies, to the number of the authorized increase, shall thereby be deemed to have occurred, which may be filled in the manner above provided.

#### 6.03 POWER OF DIRECTORS

A The Board may direct the affairs of The Association in all things and make or cause to be made for The Association, in its name, any kind of contract which The Association 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 Association is by the Act or otherwise authorized to exercise and do.

B The Board shall have power to authorize expenditures and employ and pay salaries to the employees on behalf of The Association from time to time. The Board shall have the power to make expenditures for the purpose of furthering the objects of The Association.

C The remuneration of all Directors shall be determined from time to time by resolution of the Board. All Directors shall also be entitled to be reimbursed for reasonable expenses incurred in the performance of their duties.

D Any Director who is also a Grievance Committee member or a Discipline Committee member is automatically disqualified from participating in any discussion at the Board regarding the initiation of a grievance against any Member on behalf of The Association.



#### 6.04 OFFICERS

##### A The President of The Association

- (1) shall be elected from among the Directors who are Registered Members, by the Board;
- (2) shall be the Chief Executive Officer of The Association;
- (3) shall preside at all Annual, General, Special Meetings and Board meetings;
- (4) shall, with the Corporate Secretary, sign all written contracts of The Association which have been approved by the Board;
- (5) shall be a committee member of all committees "ex-officio";
- (6) shall perform all other duties that may be prescribed from time to time by the Board;

##### B The Past President of The Association

- (1) shall be appointed Chair of the Nominating Committee if willing and able and a Registered Member;

##### C The Vice Presidents of The Association

- (1) shall be the Chairs of the Membership, Ethics, Communications and Education Committees as recognized by the Board;

##### D The Corporate Secretary of The Association

- (1) shall be elected from among the Directors who are Registered Members, by the Board;
- (2) shall keep a record of the proceedings of all Annual, General, and Special Meetings, all proceedings of the Membership Committee, all Board meetings, and all disciplinary proceedings conducted by the Grievance Committee, the Discipline Committee and if requested in advance, furnish any party to such proceeding with a transcript thereof at the party's own expense;
- (3) shall keep a record of affirmative and negative votes and abstentions on any motion;
- (4) shall give all notices and shall perform such other duties as may be prescribed by the Board;
- (5) shall advise all Registered Members of all nominations at least thirty (30) days prior to the date of the Annual Meeting, and arrange

for the printing of the ballots for the elections at that meeting;

- (6) shall read the minutes of the previous meeting of all Board, Annual, General and Special Meetings respectively;
- (7) shall, along with the President, sign all adopted minutes;
- (8) shall be responsible for the safekeeping of all books, records, papers and seals of The Association, which shall be kept in a secured area at the head office, or at a chartered bank.

##### E The Treasurer of The Association

- (1) shall be elected from among the Directors who are Registered Members, by the Board, immediately following the Annual Meeting;
- (2) shall oversee the receipt and disbursement of the funds of The Association and keep a true and accurate record of accounts;
- (3) shall oversee the deposit of all monies in the name of The Association in such banks or other registered financial institutions as may be designated by the Board;
- (4) shall make payments only in the manner prescribed by the Board, and make reports, as required by the Board, from time to time;
- (5) shall prepare an Annual Report of finances, in conjunction with the Auditors of the Association, to be forwarded to all Members at least fourteen (14) days prior to the Annual Meeting, except Student members, to whom it will be forwarded upon individual request and made available at the Annual Meeting;
- (6) shall see that invoices for annual dues are sent to all Members.
- (7) All cheques, notes and evidences of indebtedness of The Association shall be signed by the Treasurer and the President. The Executive Director shall have the authority to sign cheques as co-signer with the Treasurer in the absence of the President.
- (8) The books of account of The Association shall be closed as of December 31st each year, and audited by a Chartered Accountant.

#### 6.05 RESIGNATIONS, REMOVAL AND REPLACEMENT OF OFFICERS

A Notwithstanding the foregoing, each incumbent Officer shall continue in office until the earlier of:

- (1) that Officer's resignation, which resignation shall be effective at the time the written resignation is received by the Corporate Secretary or at the time specified in the resignation, which is later;
- (2) the appointment of a successor;
- (3) that Officer ceasing to be a Director or Member;
- (4) the meeting at which the Directors annually appoint the Officers;
- (5) that Officer's removal;
- (6) that Officer's death.

B All Officers, in the absence of agreement to the contrary, shall be subject to removal by resolution of the Board at any time, with or without cause.

C In case of the absence or inability to act of any Officer of The Association or for any other reason that the Board may deem sufficient, the Board may delegate all or any of the powers of any such Officer to any other Officer or to any Director for the time being.

#### 6.06 PROFESSIONAL STAFF

The administration and management of The Association shall be performed by a contract staff person carrying the title of Executive Director.

He or she shall:

- (1) be the senior staff person appointed by the Board subject to an employment contract not exceeding two (2) years, open to renewal by each newly elected Board for periods not exceeding two (2) years;
- (2) shall have never been accredited as a Registered Member;
- (3) be responsible solely to the Board;
- (4) act as Registrar, maintaining the List of Members of The Association, and otherwise complying with the applicable provisions of the Act;
- (5) attend meetings of the Members, oversee the recording of the proceedings of such

meetings and enter the same in a book kept for that purpose;

- (6) employ and may terminate the employment of staff necessary to carry on the work of The Association and he or she shall determine their compensation;
- (7) manage and direct all functions and activities of The Association and perform such other duties as may be specified by the Board;
- (8) make annual recommendations to and prepare a report for the Board on the operations of The Association.

#### 6.07 INDEMNIFICATION

A Except as otherwise provided in the Corporations Act, no Director or Officer for the time being of The Association shall be liable for the acts, receipts, neglects or defaults of any other Director or Officer or employee or for any loss, damage or expenses 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 or deficiency of any security in or upon which any of the monies 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 including any person with whom any monies, securities or effects shall be lodged or deposited or for any loss, conversion, misapplication or misappropriation of or any damage resulting from any dealings with any monies, securities or other assets belonging to The Association or for any other loss, damage or misfortune whatever which may happen in the execution of the duties of the Director's or Officer's respective office or trust or in relation thereto unless the same shall happen by or through the Director's or Officer's own willful neglect or default.

B Every Director or Officer or 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, 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:

- (1) all costs, charges and expenses whatsoever which such Director, Officer or other person sustains or incurs in or about any action, suit or proceeding that is brought, commenced or prosecuted against the Director, Officer or other person for or in respect of any act, deed, matter or thing whatever, made, done

or permitted by them, in or about the execution of the duties of such office or in respect of any such liability; and

- (2) all other costs, charges and expenses which the Director, Officer or other person sustains or incurs in or about or in relation to the affairs thereof, except such costs, charges or expenses as are occasioned by their own willful neglect or default.

The Association shall also indemnify any such person in such other circumstances as the Corporations Act or law permit or requires. Nothing in this By-law shall limit the right of any person entitled to indemnity to claim indemnity apart from the provisions of this By-law to the extent permitted by the Corporations Act or law.

#### 6.08 CONFLICT OF INTEREST

A A Director who is in any way directly or indirectly interested in a contract or proposed contract with The Association shall make the disclosure required by the Corporations Act. Except as provided by the Corporations Act, no such Director shall vote on any resolution to approve any such contract. In supplement of and not by way of limitation upon any rights conferred upon Directors by section 71 of the Corporations Act (or such other successor or replacement section) and specifically subject to the provisions contained in that section, it is declared that no Director shall be disqualified by any such office from, or vacate any such office by reason of, holding any office or place or profit under The Association or by reason of being otherwise in any way directly or indirectly interested or contracting with The Association as vendor, purchaser or otherwise or being concerned in any contract or arrangement made or proposed to be entered into with The Association in which the Director is in any way directly or indirectly interested as vendor, purchaser or otherwise. Subject to compliance with the Corporations Act, no contract or arrangement entered into by or on behalf of The Association in which any Director shall be in any way directly or indirectly interested shall be voided or voidable and no Director shall be liable to account to The Association or any of its Members or creditors for any profit realized by or from any such contract or arrangement by reason of any fiduciary relationship.

B The Board in its discretion may submit any contract, act or transaction with The Association for approval or ratification at any Annual Meeting or at any General Meeting or Special Meeting called for the purpose of considering the same and, subject

to the provisions of section 71 of the Corporations Act (or such other successor or replacement section), any such contract, act or transaction that shall be approved or ratified or confirmed by a resolution passed by a majority of the votes cast at such meeting (unless any different or additional requirement is imposed by the Corporations Act) shall be valid and as binding upon The Association and upon all the Members as though it had been approved, ratified or confirmed by every Member.

## 7.00 COMMITTEES

### 7.01 COMMITTEE APPOINTMENTS

A There shall be standing Committees appointed by the Board, as described in this Article, on each of which there shall be at least one (1) Director.

B The Board shall appoint such other Committees as required from time to time.

C The Board reserves the right to limit the powers of all Committees.

D When requested to implement Board policy, Committees will only accept responsibility to do so provided that they report their plans, progress, evaluation and funding requests to the Board for approval.

E Each Committee shall consist of a maximum of ten (10) Members.

F A member of a Committee (other than a Director) whose period of consecutive service on that Committee is greater than six (6) years shall not continue to be a member of that Committee, provided that such limitation shall only apply if the Board determines by resolution that the relevant Committee is at its maximum number of members and there are other eligible Members interested in sitting on such Committee. A Member who cannot continue to sit on a specific Committee as a result of the operation of this 7.01 (F) may sit on another Committee.

G A member of a Committee who fails to attend, without proper excuse (as determined in the sole discretion of the Chair of the Committee) three (3) consecutive regular Committee meetings, provided that once a Committee member has been absent from two (2) consecutive Committee meetings, such Committee member shall be provided with notice from the Chair regarding the potential application of this sub-paragraph to such Committee member in respect of a future absence.

#### 7.02 FINANCE COMMITTEE

The Finance Committee shall:

- A be formed to include the Officers and any other Registered Members deemed necessary;
- B have the President as its chair; and
- C supervise the accounts of The Association and the preparation of all required financial reports.

#### 7.03 EDUCATION COMMITTEE

The Education Committee shall:

- A consist of a minimum of three (3) Members who will be responsible to organize and conduct matters related to education activities of The Association;
- B have a Director as its Chair, who will also be a Vice President of the Association; and
- C include in their duties the supervision of scholarships and awards and liaison with graphic design schools.

#### 7.04 MEMBERSHIP COMMITTEE

The Membership Committee shall:

- A consist of a minimum of five (5) Registered Members, including one Director, and a Chair who may or may not be the aforementioned Director.
- B have a Director as its chair who will also be a Vice President of the Association;
- C meet monthly;
- D have responsibility for:
  - (1) examining membership status on an annual basis; and
  - (2) considering atypical requests for membership, and
  - (3) holding hearings and making decisions on membership applications, membership reinstatement applications and membership reclassification in accordance with the provisions of section 4.01 of this By-law;
- E present recommendations to the Board for approval. A letter, signed by the President and Corporate Secretary shall then be sent to the applicant or Member, informing him or her of the decision reached.

#### 7.05 COMMUNICATIONS COMMITTEE

The Communications Committee shall:

- A consist of a minimum of three (3) Members whose duty it shall be to investigate and report to

the Board on matters related to communications activities of The Association;

B have a Director as its chair who will also be a Vice President of the Association; and

C be responsible for:

- (1) facilitating communications between The Association and Members,
- (2) facilitating communication between The Association and potential Members.

#### 7.06 PR COMMITTEE

The PR Committee shall:

A consist of a minimum of three (3) Members whose duty it shall be to investigate and report to the Board on matters related to public relations activities of The Association;

B have a Director as its chair; and

C be responsible for:

- (1) encouraging communication of The Association's mission and activities to the public, corporations, governments and institutions.

#### 7.07 DESIGN COMMITTEE

The Design Committee shall:

A consist of a minimum of three (3) Members, who will include the Association's President, VP of Communications and Creative Director, whose duty it shall be to review and report to the Board on matters related to design activities by Association Design Partners;

B have RGD's VP of Communications as its chair; and

C be responsible for:

- (1) stewardship of The Association's corporate identity and external communications.

#### 7.08 NOMINATING COMMITTEE

A The Past President shall be appointed Nominating Committee Chair. If the Past President is unavailable, another Director who is a Registered Member will be appointed by the Board.

B The Nominating Committee Chair shall appoint the Nominating Committee members, subject to the approval of the Board, no later than the November meeting of the Board preceding the year in which an election of Directors is to take place.

C The Nominating Committee shall include at least five (5) Registered Members in good standing who are not Directors.

7.09 GRIEVANCE COMMITTEE

A The Board shall establish a Grievance Committee comprised of at least three (3) Registered Members, including one Director, all in Good Standing, none of whom are Discipline Committee members, unless in the case of a conflict of interest, affecting either that Director or the entire Board of Directors, the Director be recused and be replaced with a non-conflicted Registered Member in Good Standing who is not on the Board of Directors.

B The Board shall name one of the Grievance Committee members to be its Chair.

C The Grievance Committee shall, upon receipt of a written grievance received from the Executive Director, review all grievances and attempt where appropriate, to mediate and informally resolve them.

D The Grievance Committee shall refer non-frivolous grievances to the Discipline Committee for a hearing, and in so doing, shall surrender all documents to the Discipline Committee held during their review.

E Grievance Committee members are not eligible to be Discipline Committee members. If a Grievance Committee member files a grievance against a Member, that committee member shall forthwith resign from such committee and be replaced for the purpose of adjudicating that particular grievance.

7.10 DISCIPLINE COMMITTEE

A The Board shall establish a Discipline Committee comprised of at least three (3) Registered Members, including at least one Director, all in Good Standing, none of whom are Grievance Committee members, unless in the case of a conflict of interest, affecting either that Director or the entire Board of Directors, the Director be recused and be replaced with a non-conflicted Registered Member in Good Standing who is not on the Board of Directors.

B The Board shall name one of the Discipline Committee members to be its Chair.

C The Discipline Committee shall upon a referral from the Grievance Committee, hold a hearing to consider a grievance alleging a breach of the standards of practice or that the Member is unfit due to incapacity.

D Discipline Committee members are not eligible to be Grievance Committee members. If a Discipline Committee member files a grievance, that committee member shall forthwith resign from the committee and be replaced for the purpose of adjudicating that particular grievance.

7.11 PROGRAMS COMMITTEE

The Programs Committee shall:

A consist of a minimum of five (5) Members from a minimum of five (5) different municipalities whose duty it shall be to consider funding requests for events from an annual budget set aside for this purpose.

B have a Director as its chair; and

C consider funding and/or other support for event requests that:

- (1) are made in writing and signed by no less than three (3) Members,
- (2) are submitted within a minimum of days prior to the event as set from time to time in advance by the Programs Committee,
- (3) include a plan to publicize the event to all Members, and
- (4) demonstrate intention of furthering the objectives of The Association.

D be responsible for:

- (1) liaising with RGD Staff and other Committees regarding events and programs,
- (2) generating and soliciting ideas for programs, and
- (3) encouraging grassroots activity and culture.

7.12 BY-LAW COMMITTEE

A The By-law Committee shall consist of a minimum of three (3) Registered Members in good standing, two (2) of whom shall be Directors.

B The By-law Committee shall convene from time to time and as directed by the Board, to amend the By-law pursuant to section 12 of this By-law.

7.13 ETHICS COMMITTEE

The Ethics Committee shall:

A consist of a minimum of three (3) Registered Members; who will be responsible to organize and conduct matters related to advocacy activities of The Association;



B have a Director as its chair who will be a Vice President of the Association.

C be responsible for:

- (1) encouraging advocacy related to and understanding and awareness of By-Law #3: RGD's Rules of Professional Conduct.

## 8.00 MEETINGS

### 8.01 BOARD OF DIRECTORS

A Board meetings may be held virtually or at any place within Canada.

B A Board meeting may be convened by the President, a Vice-President or any two Directors at any time. The Corporate Secretary, when directed or authorized by any of such Officers or any two Directors, shall convene a Board meeting. The notice of meeting convened as aforesaid need not specify the purpose of or the business to be transacted at the meeting. Notice of any such meeting shall be served in the manner specified in this By-law not less than fourteen (14) days (exclusive of the day on which the notice is delivered or sent but inclusive of the day for which notice is given) before the meeting is to take place; provided always that a Director may in any manner and at any time waive notice of a Board meeting and attendance of a Director at a meeting of Directors shall constitute a waiver of notice of the meeting except where a Director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called; provided further that Board meetings may be held at any time without notice if all the Directors are present (except where a Director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called) or if all of the absent Directors waive notice before or after the date of such meeting.

A meeting of the Board following the election of Directors shall be held immediately thereafter. For such meeting or for a Board meeting at which a Director is appointed to fill a vacancy in the Board, no notice shall be necessary to the newly elected or appointed Directors or Director in order to legally constitute the meeting, provided that a quorum of the Directors is present.

C No error or accidental omission in giving notice of any Board meeting shall invalidate such meeting or make void any proceedings taken at such meeting.

D Any Board meeting may be adjourned from time to time by the chairperson of the meeting, with the consent of the meeting, to a fixed time and place. Notice of any adjourned Board meeting is not required to be given if the time and place of the adjourned meeting is announced at the original meeting. Any adjourned meeting shall be duly constituted if held in accordance with the terms of the adjournment and a quorum is present thereat. The Directors who formed a quorum at the original meeting are not required to form the quorum at the adjourned meeting. If there is no quorum present at the adjourned meeting, the original meeting shall be deemed to have terminated forthwith after its adjournment. Any business may be brought before or dealt with at any adjourned meeting which might have been brought before or dealt with at the original meeting in accordance with the notice calling the same.

E The Board may appoint a day or days in a month or months for regular Board meetings at a place or hour to be named by the Board and a copy of any resolution of the Board fixing the place and time of regular meetings of the Board shall be sent to each Director forthwith after being passed, but no other notice shall be required for any such regular meetings.

F The number of Directors which shall form a quorum for the transaction of business shall be two thirds (2/3) of the Directors. Notwithstanding any vacancy among the Directors, a quorum of Directors may exercise all the powers of Directors.

G Each Director is authorized to exercise one (1) vote. Questions arising at any meeting of Directors shall be decided by a majority of votes, if consensus cannot be achieved. In case of an equality of votes the chairperson of the meeting in addition to an original vote shall have a second or casting vote.

H If all the Directors consent, a Board meeting may be held by means of such telephone, electronic or other communication facilities as permit all persons participating in the meeting to hear or see the words of each other simultaneously and instantaneously, and a Director participating in such meeting by such means is deemed to be present at that meeting.

I Subject to the Board's discretion, the Executive Director of RGD shall be required to attend and report at each meeting of the Board or any committee thereof, as directed by the Board from time to time, and, for greater certainty, shall attend at such meetings as a non-voting observer (and not as a director).



## 8.02 MEMBERS

A Subject to compliance with the Corporations Act, the Annual Meeting shall be held on such day in each year and at such time as the Directors may by resolution determine at any place within Ontario or, in the absence of such determination, at the place where the head office of The Association is located.

B Other meetings of the Members may be convened by order of the President or Vice-President or by the Board at any date and time and at any place within Ontario or, in the absence of such determination, at the place where the head office of The Association is located. The Board shall call a General Meeting on written requisition of not less than one tenth (1/10) of the Members.

C Subject to the Corporations Act, thirty (30) days' written notice of any Annual, Special, or General Meeting shall be given in the manner specified in this By-law to each voting Member. Notice of any meeting where special business will be transacted should contain sufficient information to permit the Member to form a reasoned judgment on the decision to be taken.

D A Member and any other person entitled to attend a meeting of Members may in any manner waive notice of a meeting of Members and attendance of any such person at a meeting of Members shall constitute a waiver of notice of the meeting except where such person attends a meeting for the express purposes of objecting to the transaction of business on the grounds that the meeting is now lawfully called.

E No error or omission in giving notice of any Annual or Special Meeting or any adjourned meeting of the Members shall invalidate any resolution passed or any proceedings taken at any meeting of Members.

F A quorum at any meeting of the Members (unless a greater number of Members and/or proxies are required to be present by the Corporations Act or By-law) shall be persons present being not less than two (2) in number and being or representing by proxy not less than two (2) Members. No business shall be transacted at any meeting unless the requisite quorum be present at the time of the transaction of such business. If a quorum is not present at the time appointed for a meeting of Members or within such reasonable time thereafter as the Members present may determine, the persons present and entitled to vote may adjourn the meeting to a fixed time and place but may not transact any other business and the provisions of

this By-law with regard to notice shall apply to such adjournment.

G In the event that the President is absent and there is not a Vice-President present who is a Director and a Member, the persons who are present and entitled to vote shall choose another Director as chairperson of the meeting and if no Director is present or if all the Directors present decline to take the chair then the persons who are present and entitled to vote shall choose one of their number to be chairperson.

H The chairperson of any meeting may with the consent of the meeting adjourn the same from time to time to a fixed time and place and no notice of such adjournment need be given to the Members. Any business may be brought before or dealt with at any adjourned meeting which might have been brought before or dealt with at the original meeting in accordance with the notice calling the same.

## 8.03 PROXIES

A At all fully constituted Annual, General and Special Meetings, any Registered Member may appoint any other Registered Member to vote on his or her behalf by proxy.

B The following is an approved form of proxy.

"I, \_\_\_\_\_ a Registered Member of The Association of Registered Graphic Designers do hereby appoint \_\_\_\_\_ or failing her, or him, \_\_\_\_\_ as my substitute and proxy to vote for me and on my behalf at the \_\_\_\_\_ Meeting of the said Association to be held on the \_\_\_\_\_ day of \_\_\_\_\_, and at any adjournment thereof.

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

-----  
Signature of Member."

C The directors may from time to time:

- (1) by resolution fix a time not exceeding forty eight (48) hours, excluding Saturdays, Sundays and holidays, preceding any meeting or adjourned meeting of members before which time proxies to be used at that meeting must be deposited with the Association or an agent thereof; and
- (2) make regulations regarding the lodging of proxies at some place or places other than the place at which a meeting or adjourned meeting of members is to be held and for particulars of such proxies to be mailed or sent by facsimile or other electronic means

or in writing before the meeting or adjourned meeting to the Association or any agent of the Association for the purpose of receiving such particulars and providing that proxies so lodged may be voted upon as though the proxies themselves were produced at the meeting or adjourned meeting and votes given in accordance with such regulations shall be valid and shall be counted.

#### 8.04 VOTING

A At any Annual, General, or Special Meeting, each Registered Member shall be entitled to one (1) vote, or to one (1) vote by proxy, on any motion.

#### 8.05 ASSOCIATION MATTERS

A The matters to be dealt with by The Association at all meetings shall be determined by the presiding Officer, but the following shall be the general procedure: Minutes of the preceding meeting, Reports of Officers, Reports of Committees, Unfinished Association matters, New Association matters.

B Robert's Rules of Order shall govern the conducting of all meetings, when not inconsistent with the By-law.

### 9.00 FINANCE

#### 9.01 BORROWING

A The Board may from time to time:

- (1) borrow money on the credit of The Association;
- (2) issue, sell or pledge securities of the Association; and
- (3) charge, mortgage hypothecate or pledge all or any of the real or personal property of The Association, including book debts and unpaid calls, rights, powers, franchises and undertakings, to secure any securities or any money borrowed, or any other debt, or any other obligation or liability of the Association.

B From time to time the Board may authorize any Officer or employee of The Association 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 theretofore, 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 Association as

the Board may authorize, and generally to manage, transact and settle the borrowing of money by The Association.

#### 9.02 FINANCIAL YEAR

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.

#### 9.03 AUDITORS

The Members shall at each Annual Meeting appoint an auditor to audit the accounts of The Association for report to Members who shall hold office until the next following Annual Meeting; provided, however, that the Board may fill any casual vacancy in the office of the auditor. If an appointment is not so made, the auditor in office must continue until a successor is appointed. The remuneration of the auditor shall be fixed by the Members or by the Board if they are authorized to do so by the Members and the remuneration of an auditor appointed by the Board shall be fixed by the Board. The Members may by resolution passed by at least two thirds (2/3) of the votes cast at a General Meeting of which notice of intention to pass the resolution has been given, remove any auditor before the expiration of the auditor's term of office and shall by a majority of the votes cast at that meeting appoint another auditor in such auditor's stead for the remainder of the term.

#### 9.04 BANKING

The Board shall designate the Officers and any other persons who are authorized to transact the banking affairs of The Association. The resolution shall provide to the designated Officer or other persons the power:

- (1) to operate The Association's accounts with the financial institution;
- (2) to make, sign, draw, accept, endorse, negotiate, lodge, deposit or transfer any cheque, promissory notes, drafts, acceptances, bills of exchange and orders for the payment of money;
- (3) to issue receipts for and orders with respect to the property of The Association;
- (4) to execute any agreements with respect to the banking affairs of The Association; and
- (5) to authorize any Officer of the financial institution to do any act or thing on The Association's behalf to facilitate the banking affairs.

## 9.05 EXECUTION OF INSTRUMENTS

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

- (1) any one (1) of the President or a Vice-President together with any one (1) of the Corporate Secretary or the Treasurer.
- (2) any two (2) Directors; or
- (3) any one (1) of the aforementioned Officers together with any one (1) Director;

and all contracts, documents and instruments in writing so signed shall be binding upon The Association without any further authorization or formality. The Board shall have power from time to time by resolution to appoint any Officer or Officers or any person or persons on behalf of The Association either to sign contracts, documents and instruments in writing generally or to sign specific contracts, documents or instruments in writing.

The term "contracts, documents or instruments in writing" as used in this By-law shall include but not limited to 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, share warrants, stocks, bonds, debentures or other securities and all paper writings.

The seal of The Association when required may be affixed to any instruments in writing signed as aforesaid or by any Officer or Officers appointed by resolution of the Board.

## 10.00 DISSOLUTION

### 10.01 NOT FOR PROFIT

The Association shall be carried on without the purpose of gain for its Members and any surplus derived from carrying on the affairs and business of The Association shall be applied solely in promoting and carrying out its objects and shall not be divided among its Members.

### 10.02 DISSOLUTION

Should The Association be dissolved for any reason, its remaining assets and property, after payment of or provisions for all of the debts, liabilities and obligations of The Association, shall be distributed or disposed of to one or more non-profit organizations with similar objectives which carry on their work in the Province of Ontario as determined by the Board.

## 11.00 NOTICES

### 11.01 SERVICE

Any notice or other document required by the Act, the Corporations Act or the By-laws to be sent to any Member or Director or to the auditor shall be delivered personally or sent by prepaid mail or by telegram or cable or facsimile or email or other electronic means to any such Member or Director at their latest address as shown in the records of the Association and to the auditor at its business address, or if no address be given therein then to the last address of such Member or Director known to the Corporate Secretary; provided always that notice may be waived or the time for the notice may be waived or abridged at any time with the consent in writing of the person entitled thereto.

### 11.02 SIGNATURE TO NOTICES

The signature of any Director or Officer to any notice or document to be given by The Association may be written, stamped, typewritten or printed or partly written, stamped, typewritten or printed.

### 11.03 COMPUTATION OF TIME

Where a given number of days' notice or notice extending over a period is required to be given under the Act, the Corporations Act or the By-laws of The Association the day of service or posting of the notice shall not, unless it is otherwise provided, be counted in such number of days or other period.

### 11.04 PROOF OF SERVICE

With respect to every notice or other document sent by post it shall be sufficient to prove that the envelope or wrapper containing the notice or other document was properly addressed as provided in paragraph 11.01 of this By-law and put into a Post Office or into a letter box. A certificate of an Officer in office at the time of the making of the certificate as to facts in relation to the sending or delivery of any notice or other document to any Member, Director, Officer or auditor or publication of any notice or other document shall be conclusive evidence thereof and shall be binding on every Member, Director, Officer or auditor of The Association as the case may be.

## 12.00 AMENDMENT OF BY-LAWS

### 12.01 ENACTMENT

A By-laws of The Association may be enacted, repealed, amended, altered, added to or re-enacted in the manner contemplated in, and subject to the provisions of, the Corporations Act.

B The Board may enact the by-laws consistent with this by-law, and every repeal, amendment or reenactment thereof, is effective only until the next General Meeting and unless confirmed thereat, with or without variation, ceases to have any effect.

### **13.00 REPEAL OF PRIOR BY-LAWS**

#### 13.01 REPEAL

Subject to sections 13.02 and 13.03 hereof, all prior by-laws, resolutions and other enactments of The Association heretofore enacted or made are repealed.

#### 13.02 EXCEPTION

The provisions of section 13.01 shall not extend to any by-law or resolution heretofore enacted for the purpose of providing to the Board the power or authority to borrow.

#### 13.03 PROVISIO

Provided however that the repeal of prior by-laws, resolutions and other enactments shall not impair in any way the validity of any act or thing done pursuant to any such repealed by-law, resolution or other enactment.

### **14.00 EFFECTIVE DATE**

#### 14.01 EFFECTIVE ON PASSING

THIS BY-LAW SHALL COME INTO FORCE WITHOUT FURTHER FORMALITY UPON ITS ENACTMENT.