



# Wayfinders Business Co-operative

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## Bylaws

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(Co-operatives Act and Regulations)

(Approved by Member-Owners at the annual meeting held on  
February 21, 2018)

# Wayfinders Business Co-operative Bylaws

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# Wayfinders Business Co-operative

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## ***BY-LAWS***

At the special members meeting of Wayfinders Business Co-operative (hereinafter called the "WBC") held on February 21, 2017, it was moved and adopted by the required majority that the following Bylaws will constitute the By-Laws.

### General

#### ***1.1. Interpretation***

##### 1.1.1. Definitions

In these Bylaws, unless otherwise specified herein or the context otherwise requires:

- 1.1.1.1. "Act" means the *Co-operatives Act* of Alberta, and any statute that may be substituted therefore, including the regulations thereunder, as from time to time amended;
- 1.1.1.2. "Adult Interdependent Partner" means an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act 2002 A-4.5* of Alberta, and any statute that may be substituted therefor, including the regulations thereunder, as from time to time amended;
- 1.1.1.3. "Articles" means Articles of Incorporation of WBC;
- 1.1.1.4. "Business Day" means any day other than Saturday, Sunday or statutory holiday in the Province of Alberta;
- 1.1.1.5. "Board" and "Directors" means the board of directors of WBC;
- 1.1.1.6. "Bylaw" means and includes these Bylaws and any special Bylaw of WBC, from time to time, in force and effect;
- 1.1.1.7. "Director" means a member of the Board;
- 1.1.1.8. "Employee" means an employee of WBC;
- 1.1.1.9. "Individual" means a natural person;
- 1.1.1.10. "Member-Owner" means an individual or legal person who has purchased a WBC membership share;
- 1.1.1.11. "Member-Owner Meeting" means an annual or special meeting of the Member-Owners;
- 1.1.1.12. "Minor" means an individual under the age of eighteen;

- 1.1.1.13. "Officer" means Officer as defined in the Act;
- 1.1.1.14. "Ordinary Resolution" means a resolution that is submitted to a meeting of members or a meeting of directors and passed at the meeting by a majority of votes cast;
- 1.1.1.15. "Patronage Return" means an amount that the Directors allocate among and credits or pays to Member-Owners, based on the business done by that Member-Owner with WBC;
- 1.1.1.16. "Regulations" means regulations passed under, and amended from time to time pursuant to, the Act;
- 1.1.1.17. "Relative" means any Individual generally recognized as related to any other Individual by reason of blood, marriage, or adoption or by virtue of an adult interdependent relationship;
- 1.1.1.18. "Special Resolution" means a resolution that is submitted to a meeting of Member-Owners or a meeting of directors and passed at the meeting by at least two-thirds of the votes cast;
- 1.1.1.19. "Spouse" means an Individual who is the spouse of another by legal marriage and who cohabits with that other Individual;
- 1.1.1.20. "Trading Area" means the Province of Alberta; and
- 1.1.1.21. "Year" in relation to a Director's term of office means the period from one annual meeting to the subsequent annual meeting.

#### 1.1.2. Singular and Masculine Terms

Whenever in these Bylaws the context so requires (including in any defined terms), the singular shall include the plural and vice versa and any gender used herein shall be deemed to include the feminine, masculine or gender neutral.

#### 1.1.3. Conflicts with the Act and Regulations

These Bylaws are in all respects subordinate to the Act and Regulations, and shall not be interpreted as permitting any action that is prohibited by the Act or the Regulations. Whenever these Bylaws are more restrictive than the requirements of the Act or Regulations, the restrictions of these Bylaws shall bind WBC and the Member-Owners.

## ***2. Objects of WBC***

The objects of WBC are:

***2.1. To carry on business as a for-profit, service co-operative to provide a platform for conduct of business transactions, management support services and shared facilities for individuals and organizations, the majority of whom are Member-Owners of Wayfinders Business Co-operative;***

***2.2. To develop an environment that will support human development and growth both as individuals and as members of the co-operative community at large;***

- 2.3. To facilitate productive relationships among Member-Owners through development and deployment of a trusted civil platform;*
- 2.4. To encourage interaction between Wayfinders Business Co-operative and the broader community;*
- 2.5. To provide opportunities for the Member-Owners, on a co-operative basis, to maintain control over their work environments through democratic participation in all aspects of their consulting and related services;*
- 2.6. To provide ongoing education in co-operative principles to the Wayfinders Business Co-operative Membership, officers, and employees, and to the general public; and*
- 2.7. To promote and encourage co-operation with other co-operatives at the local, national, and international levels.*

### ***3. Service Provision and User Fees***

#### ***3.1. WBC will offer management support services to Member-Owners in exchange for annual user fees.***

3.1.1. Services may include, but are not limited to, use of basic software as a service, access to data, and use of basic services provided by local clubs.

3.1.2. Any Member-Owner in good standing who has paid basic annual user fees is entitled to access WBC basic user services.

#### ***3.2. Basic Annual User Fees***

3.2.1. Annual user fees will be reviewed and set by the Directors as part of the WBC annual budget process.

3.2.2. Member-Owners are required to pay basic annual user fees in order to access and use WBC basic services. Annual user fees are due and payable upon membership purchase and the renewal date will be the day and month of the original membership approval.

3.2.3. Basic annual user fees will be collected from Member-Owners upon each member's annual renewal date.

3.2.4. Member-Owners that are organizations are required to register each of their designates as basic users and to pay basic annual user fees for each of their registered users.

#### ***3.3. Premium and Special Services***

3.3.1. WBC may offer premium or special services to help meet Member-Owner requirements.

3.3.2. Premium services are those considered in some way more advanced and not



a basic requirement of doing business or managing an organization.

3.3.3. Special services may be offered that serve special user requirements. These services are not covered by basic annual user fees and the Member-Owners receiving access to these services may be charged user fees that are in addition to basic annual user fees.

3.3.4. Special services are services that are offered at a special time or place or under special circumstances. These are not generally considered either basic annual or premium services, and special fees may be applied for use of these services.

3.3.5. Special service fees may not be charged on an annual basis.

3.3.6. If Member-Owners choose to make use of WBC's premium or special services they are required to pay premium or special user fees in addition to basic annual user fees.

3.3.7. Member-Owners that are organizations and choose to make use of WBC premium or special services are required to register each of their selected designates as premium or special users and to pay premium or special user fees for each of their registered premium or special users.

3.3.8. Premium and special service fees will be reviewed and set by the Directors.

## **4. Membership**

### **4.1. Membership Shares Class**

4.1.1. There is one class of ordinary membership shares. No person may hold more than one membership share. Membership shares may be owned by an individual, corporation, legal partnership, incorporated non-profit organization, registered charity or incorporated co-operative.

4.1.2. Each Membership Share is to be owned by one individual or one legal entity. Two or more persons may not apply to be joint holders of a membership.

4.1.3. Member-Owners have one vote at a meeting of Member-Owners on all matters to be decided by the Member-Owners.

### **4.2. Membership Requirements and Qualifications**

4.2.1. Membership in WBC is open to any Individual or legal entity, who meets the obligations of membership and who:

4.2.1.1. In the case of an Individual, is 18 years of age or older, or, in case of an organization, is legally incorporated; and

4.2.1.2. Submits to WBC a written application for membership in the form approved by the Directors for that purpose; and

- 4.2.1.3. Purchases with payment one membership share with a par value of one hundred dollars (\$100).

### **4.3. *Approval of Application***

- 4.3.1. The Directors may approve, refuse, or postpone consideration of an application for membership.
- 4.3.2. The Directors may delegate the powers in paragraph 4.3.1 to one or more Officers or Member-Owners.
- 4.3.3. Membership is effective on the day that the application is approved.
- 4.3.4. If the membership application is refused the Directors will immediately return the cost of the membership share to the applicant.

### **4.4. *Rights and Obligations***

- 4.4.1. The rights and obligations of Member-Owners are as set out in the Act, the Regulations, Articles, and these Bylaws.
- 4.4.2. Each Member-Owner has one vote on all matters to be decided by the Member-Owners.
- 4.4.3. Member-Owners that are organizations must designate one representative who is to be named as the official contact person and who votes on behalf of the organization.
- 4.4.4. Member-Owners that are organizations must submit a list of approved users who can access WBC services.
- 4.4.5. Any individual who is an approved user of a Member-Owner that is an organization has rights and obligations of Member-Owners except voting unless that individual has been designated as the official representative of the Member-Owner.
- 4.4.6. A<sup>[LG1]</sup> Member-Owner must be willing and able to accept the responsibilities of and abide by the terms of membership, including the Member-Owner's Code of Conduct.
- 4.4.7. A Member-Owner is expected to support and promote WBC.
- 4.4.8. A Member-Owner is bound by the Articles and Bylaws as if they formed a contract between the Member-Owner and WBC.
- 4.4.9. Member-Owners and creditors of WBC, or their legal representatives, during the usual business hours of WBC may examine the following records:
  - 4.4.9.1. the Articles and Bylaws;
  - 4.4.9.2. the minutes of Member-Owner Meetings;
  - 4.4.9.3. copies of all notices of who is a Director and notices of change of Directors; and the

register of its Directors, setting out the names and addresses of the individuals who are or who have been Directors and the dates on which they became or ceased to be Directors.

4.4.10. Requested extracts of the records provided in paragraph 4.4.9 shall be made available free of charge and copies shall be provided on payment of a reasonable fee.

#### **4.5. *Transfer of Membership shares***

4.5.1. Membership shares may be transferred in the method approved by the Directors.

4.5.2. A transfer of a membership share is valid if it is approved by the Directors or by those authorized by the Directors.

#### **4.6. *Withdrawal of Member-Owners***

4.6.1. A membership may be voluntarily withdrawn by written application, in a form approved by the Directors, and WBC will redeem the Member-Owner's shares, if the Member-Owner:

4.6.1.1. no longer resides in the Trading Area,

4.6.1.2. is deceased,

4.6.1.3. makes a request in any other circumstances and such application is approved by the directors.

4.6.2. Notice to WBC of the death or bankruptcy of an Individual Member-Owner has the same force and effect as a notice of intention to withdraw.

4.6.3. The withdrawal of a Member-Owner is effective on the date on which the notice of request is approved by the Directors.

4.6.4. Subject to paragraph 4.6.1, where a Member-Owner withdraws from membership, WBC shall, not later than one year after the effective date of the withdrawal, redeem any membership share held by the Member-Owner, unless WBC would not then be permitted to redeem the share under the Act.

#### **4.7. *Termination***

4.7.1. The Directors, by Special Resolution, may terminate the membership of a Member-Owner:

4.7.2. if the Member-Owner has not paid annual user fees for the previous twelve months;

4.7.3. if [LG2] the Member-Owner has failed for at least two consecutive years, to transact any business with WBC.

4.7.3.1. for not living up to their membership obligations.

4.7.3.2. for just cause.

4.7.4. Within ten days after the date on which the Directors make a decision to terminate the membership of a Member-Owner, WBC must give written notice of the termination, and the reasons for it to the person whose membership has been terminated.

4.7.5. The effective date of a termination is one day after the Member-Owner receives the notice.

4.7.6. Within thirty days, after receiving notice of termination of membership, the Member-Owner may give to WBC written notice of intent to appeal the decision of the Directors at the next Member-Owner Meeting.

4.7.7. If a Member-Owner gives written notice to appeal, the Member-Owner remains a Member-Owner until the appeal is determined.

4.7.8. If a Member-Owner appeals a termination of membership, a vote by Ordinary Resolution must be taken at the next Member-Owner Meeting as to whether the membership should be terminated.

[LG3]

4.7.9. A person whose membership has been terminated by the Directors and has not been the subject of an appeal may be readmitted to membership by a Special Resolution of the Directors after a period of not less than one year from the effective date of the termination, provided that with the application for readmission reasonable evidence that the circumstances that caused the termination have been overcome accompanies the application.

4.7.10. A<sup>[LG4]</sup> person whose membership has been terminated by the Member-Owners at a membership meeting may be readmitted to membership by a Special Resolution of the Member-Owners after a period of not less than two years from the effective date of the termination, provided that with the application for readmission reasonable evidence that the circumstances that caused the termination have been overcome accompanies the application.

4.7.11. Where the membership of a Member-Owner is terminated, WBC, no later than one year after the effective date of the termination, shall redeem all membership shares held by the Member-Owner, unless WBC is permitted to delay the redemption of the shares under the Act.

#### **4.8. *Member-Owner Lists***

4.8.1. Member-Owners and their legal representatives, in accordance with this section, may request in writing that WBC provide them with a list of Member- Owners.

4.8.2. A request for the list under paragraph 4.8.1 must be accompanied by:

4.8.2.1. a reasonable fee set by WBC;

4.8.2.2. the name and address of the person making the request; and

4.8.2.3. an understanding that the list of Member-Owners will not be used except in

connection with:

4.8.2.4. an effort to influence voting at a Member-Owner Meeting; and

4.8.2.5. any other matter specifically relating to the affairs of WBC.

4.8.3. A list requested pursuant to paragraph 4.8.1 shall be provided not later than ten<sup>[LG5]</sup> (10) days after receipt of a complete and valid application.

4.8.4. A Member-Owner may advise WBC in writing not to include that Member-Owner's name on the list referred to in paragraph 4.8.1, in which case that name is to be deleted from the issued list and notice shall be provided on the list that the list is incomplete.

## **5. Member-Owner Meetings**

### **5.1. Annual Meetings**

5.1.1. The annual meeting will be held within six months of the financial year-end.

5.1.2. All matters dealt with at an annual meeting are special business, except the following, which are matters of ordinary business:

5.1.3. reports of financial matters and consideration of financial statements;

5.1.3.1. an auditor's report and consideration of that report;

5.1.3.2. any aspect concerning the election of Directors;

5.1.3.3. reports of the Directors, Officers, committees and management and consideration of those reports;

5.1.3.4. <sup>the</sup><sup>[LG6]</sup> remuneration of Directors for services provided other than in their capacity as officers or directors;

5.1.3.5. appointment of an auditor;

5.1.3.6. the minutes of and consideration of the minutes of the previous annual meeting or any special meeting;

5.1.3.7. reports on policy matters and consideration of policy resolutions;

5.1.3.8. any unfinished business arising from the previous annual meeting and any unfinished business from a meeting that was adjourned; and

5.1.3.9. any other matter that the Bylaws specify is not special business.

### **5.2. Time and Place of Meetings**

5.2.1. Member-Owner Meetings shall be held at the time and place in Alberta as determined by the Directors.

### **5.3. Record Date**

5.3.1. The record date for each Member-Owner Meeting is the final day of the

preceding financial year.

5.3.2. Only those Member-Owners whose names have been entered on the Member- Owner register by the record date are entitled to vote at the Member-Owner Meeting and in the election of Directors.

5.3.3. The record date, if any, to determine any given action, is the day fixed by the Directors, which must be not more than sixty days before the particular action is to be taken.

#### **5.4. *Notice of Meetings***

5.4.1. Notice of the date, time and place of a Member-Owner Meeting must be given not less than ten and not more than sixty days before the date to each person entitled to vote at the Member-Owner Meeting, to each Director, and, in the case of an annual meeting, to the auditor.

5.4.2. Notice of the date, time and place of each Member-Owner Meeting shall be given by:

5.4.2.1. posting the notice on WBC website; and

5.4.2.2. publishing the notice at least once in a media approved by the Act.

5.4.3. A notice of a Member-Owner Meeting to consider ordinary business need not contain any reference to that ordinary business in the notice.

5.4.4. If a Member-Owner Meeting has been called for any purpose other than ordinary business, the notice of the meeting must state the nature of that business in sufficient detail to permit the recipient to form a reasoned judgement about that business.

5.4.5. If a Special Resolution is to be considered at a Member-Owner Meeting, the notice of the Member-Owner Meeting must contain the text of that Special Resolution or, if the text is too long to be included in the notice, the notice must contain a statement in sufficient detail to permit the recipient to form a reasoned judgement about the resolution and a statement that the full text of the resolution is available on the website of WBC.

5.4.6. Failure to receive a notice does not deprive a Member-Owner of the right to vote at a Member-Owner Meeting.

5.4.7. A Member-Owner may, in any manner, waive notice of or otherwise consent to a Member-Owner Meeting.

5.4.8. Attendance at a Member-Owner Meeting is a waiver of notice of the Member- Owner Meeting, except when a person attends the Member-Owner Meeting for the expressed purpose of objecting to the transaction of any business on the grounds that the Member-Owner Meeting is not lawfully called.

#### **5.5. *Member Meeting Chair and Secretary***

5.5.1. The Directors may appoint Individuals, who need not be Member-Owners, to chair and to act as secretary at any Member-Owner Meeting.

5.5.2. If the Directors do not appoint Individuals to chair and act as secretary at the Member-Owner Meeting, the Member-Owners present at the Member-Owner Meeting shall appoint Individuals, who need not be Member-Owners, to chair and act as secretary of the Member-Owner Meeting.

## **5.6. *Electronic Attendance***

5.6.1. Member-Owners are entitled to participate in or attend a Member-Owner Meeting by means of telephonic, electronic or other communication facility if approved in advance by the Directors.

## **5.7. *Quorum***

5.7.1. One-tenth of Member-Owners or fifteen Member-Owners, whichever is the lesser, constitutes a quorum for a Member-Owner Meeting.

## **5.8. *Proposals***

5.8.1. A Member-Owner may submit notice in writing to WBC of any matter that the Member-Owner proposes to raise at an annual meeting.

5.8.2. Except as otherwise provided in these Bylaws, notice in writing of a proposal shall be submitted to the Board Secretary of WBC, or designate of the Board, 15 days prior to commencement of an annual meeting.

5.8.3. A proposal by a Director or Member-Owner to amend the Articles of Incorporation shall be submitted in writing within thirty days of the end of the preceding financial year, and shall comply with the Act and Regulations.

5.8.4. A proposal submitted after the date specified in paragraph 5.4.1, in any given year, will not be attached to or accompany the notice of an annual meeting and it will not be submitted for a vote at the annual meeting.

5.8.5. A proposal submitted prior to the date specified in paragraph 5.4.1, considering the nature and length of the proposal, in any given year, may be attached to or accompany the notice of a Member-Owner Meeting.

5.8.6. A Member-Owner may briefly discuss any matter at an annual meeting even if a proposal, or notice of a proposal, has not been submitted, if the matter to be discussed concerns a subject that the Member-Owner would have been entitled to submit as a proposal<sup>[LG7]</sup>. Such presentation or proposal will only be voted on at another general meeting

## **5.9. Special Meetings**

5.9.1. The Directors may call a special meeting at any time.

5.9.2. Requisition of Special Meeting. Two or more Member-Owners, who together hold at least ten percent of the voting rights that could be exercised at a meeting of Member-Owners, may requisition the Directors to call a special meeting.

5.9.3. A requisitioned special meeting must be called for within 21 days following the approved requisition and held in accordance with the Act, and Co-operatives Regulations 27 (1).

[LG8]

## **5.10. Voting**

5.10.1. Each Member-Owner has one vote on all matters to be decided by the Member-Owners.

5.10.2. At any Member-Owner Meeting unless otherwise required by the Act, the Articles, or these Bylaws, every question shall be determined by Ordinary Resolution.

5.10.3. Except for the election of Directors, the procedure for which is specified in paragraph 6.7 any question at a Member-Owner Meeting shall be decided by a show of hands or by electronic voting.

5.10.4. If 20% of the Member-Owners entitled to vote at a meeting request a ballot they can demand it either before or after a vote by show of hands or by electronic voting.

5.10.5. Whenever a vote has been taken by a show of hands or by electronic voting, the chair of the meeting is entitled to declare that the vote on 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 is *prima facie* evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the motion or other proceeding in respect of the question, and the result of the vote taken is the decision of the Member-Owners on the question.

## **5.11. Committee Meetings**

# **6. Directors and Officers**

## **6.1. Number of Directors**

6.1.1. At [LG9] the first meeting of the Member-Owners, the directors must be elected or appointed in accordance with the Act, the Articles, these Bylaws [R10] and any unanimous agreement.

6.1.2. The [LG11] board will consist of a minimum of three (3) and a maximum of



nine (9) directors with the exact number decided by ordinary resolution at a general meeting.

## **6.2. *Term of Office***

6.2.1. Except as set out in paragraph 6.2.2, a Director elected to replace one whose term of office has expired holds office for three years, or until his or her successor is elected.

6.2.2. A Director appointed to fill a vacancy holds office until the next annual meeting of Member-Owners.

6.2.3. A Director elected to fill a vacancy holds office for the unexpired term of the Director's predecessor in office.

6.2.4. Retiring Directors, if qualified, are eligible for re-election.

6.2.5. An [LG12] elected Director will serve a maximum of two (2) consecutive terms. The Director can be eligible for re-election after a one-year absence.

## **6.3. *Functions of Directors***

6.3.1. The Directors shall manage or supervise the management of the business and affairs of WBC, subject to the Act, the Regulations, the Articles, and these Bylaws.

## **6.4. *Duties of Directors and Officers***

6.4.1. Every Director and Officer, in exercising his/her powers and discharging his/her duties shall:

6.4.1.1. act honestly and in good faith with a view to the best interests of WBC and

6.4.1.2. exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

6.4.2. Every Director and Officer shall comply with the Act, the Regulations, the Articles, these Bylaws and all statutes and regulations applicable to the management of WBC.

6.4.3. No provision in a contract, the Articles, the Bylaws, or a resolution relieves Directors or Officers from complying with the Act, the Regulations, Articles or these Bylaws or relieves them from liability for breach of that duty.

## **6.5. *Qualifications of Board Members***

6.5.1. A Member-Owner may be elected and continue to serve on the Board only if and for so long as the Member-Owner is not disqualified from assuming the role of, or continuing as, Director under the Act and:

6.5.1.1. has been a Member-Owner for at least two years immediately prior to being elected

as Director;

- 6.5.1.2. as Member-Owner or together with his or her Member-Owner Spouse or Member-Owner Adult Interdependent Partner, has made purchases<sup>[LG13]</sup> from WBC in the immediate preceding fiscal year;
- 6.5.1.3. resides within the Trading Area;
- 6.5.1.4. is not employed by or is a Director of a retailer or other business which competes with WBC, as determined by the Board;
- 6.5.1.5. is not a Spouse, Adult Interdependent Partner, Relative of, an Individual who is a Director or Employee;
- 6.5.1.6. is not an Employee;
- 6.5.1.7. has not been found guilty of a criminal or quasi-criminal offence under a law of Alberta or Canada, including the *Criminal Code*, or any similar laws, in other jurisdictions in and outside Canada, for which a pardon has not been granted,
- 6.5.1.8. does not have any business or other interests or business or personal relationships that could, in the opinion of the Board, materially interfere with the ability of the Member-Owner to act objectively with a view to the best interests of WBC,
- 6.5.1.9. has not had a judgement against him or her in a civil claim based on fraud, theft, deceit, misrepresentation, civil conspiracy, breach of trust, breach of fiduciary duty, insider trading, failure to disclose material facts or changes, or similar conduct,
- 6.5.1.10. is not involved in any litigation against WBC,
- 6.5.1.11. has not been prohibited from becoming, or removed as, a Director of an organization, or
- 6.5.1.12. if a member of a professional body, has not, during the previous five years, been involuntarily prohibited or restricted from practicing as a member of that profession.

6.5.2. Any Member-Owner who would otherwise be qualified to become a Director under this Section 6.5.1 excepting that such Member-Owner does not qualify under paragraph 6.5.1.1 or 6.5.1.2, or both, is deemed eligible to become a Director if the Spouse or Adult Interdependent Partner of such Member-Owner is fully qualified under this Section 6.5, but in such case only one may stand for election as, or continue to serve as, Director.

6.5.3. A Member Owner who is an employee of WBC may be nominated for the office of Director but the Member Owner may not assume the office of Director if at the time elected, such Member Owner remains an employee of WBC.

## **6.6. Director Nominating Procedure**

6.6.1. A candidate to become a Director must be nominated in writing on the form provided by the Directors for this purpose. Nominations must be signed by a minimum of five Member-Owners and be received by the Board Secretary of WBC, or designate of the Board, no later than 4:30 p.m. on a date to be determined by the Directors prior to the annual meeting, but not later than 30 days before the required notice date as per paragraph 5.4.1 of these bylaws.

## **6.7. Director Election Procedure**

6.7.1. Subject to paragraph 6.7.2.2, voting for the election of Directors may take place by means of voting as determined by the Act<sup>[LG14]</sup>.

6.7.2. The following procedures shall apply to the election of Directors:

6.7.2.1. Member-Owners shall elect Directors in all circumstances provided for in the Act, the Regulations, and these Bylaws.

6.7.2.2. Directors shall be elected by secret ballot if the number of nominees exceeds the number of Directors to be elected.

6.7.2.3. <sup>[LG15]</sup> if the number of nominees is equal to or less than the number of Directors to be elected and the terms are the same, those nominated candidates are declared elected by acclamation.

6.7.2.4. the candidate who receives the greatest number of votes at an election of Directors is elected a Director and the other candidates who receive the next greatest number of votes are also elected Directors, in descending order, until the numbers of Directors to be elected have been elected.

6.7.2.5. if the candidates are to be elected for different terms of office, the candidate who receives the greatest number of votes in the election is elected for the longest term and the other candidates who receive the next greatest number of votes are elected for the longest remaining terms to be filled, in descending order, until the number of Directors to be elected have been elected.

6.7.2.6. if candidates are to be elected for different terms of office and the number of nominees is equal to or less than the number of Directors to be elected ballots shall be cast and the provisions of paragraph 6.7.2.4 shall apply where:

6.7.2.6.1. two or more candidates receive an equal number of votes for the last vacancy on the board; or

6.7.2.6.2. Directors are to be elected for different terms and two or more candidates receive an equal number of votes for the last position of a particular term and, if required, the term of such candidates;

6.7.2.6.3. the Directors whose term of office do not expire at or before the end of the Member Meeting at which the election is held, will determine by a vote which of the candidates are to be elected.

6.7.2.7. a ballot that is cast for more than the number of Directors to be elected is considered a spoiled ballot.

## **6.8. *Removal of a Director***

6.8.1. Subject to the Act, the Member-Owners may, by Ordinary Resolution at a special meeting, remove a Director from office.

6.8.2. The Directors may, by Special Resolution, remove a Director where:

6.8.2.1. the Director fails to attend three consecutive meetings of Directors of which said Director has been duly notified, unless the absence has been explained to the satisfaction of the Directors; or

6.8.2.2. the Director has been, to the satisfaction of the Directors, proved guilty of disloyalty to WBC, or proved guilty of negligence, lack of due diligence, or misconduct.

## **6.9. *Ceasing to Hold Office***

- 6.9.1. A Director ceases to hold office when:
- 6.9.1.1. the Director dies or resigns;
  - 6.9.1.2. is removed from office; or
  - 6.9.1.3. no longer qualifies as a Director under paragraph 6.5.

## **6.10. *Vacancies***

6.10.1. If there is a vacancy on the Board and there remains a quorum of Directors in office, the Directors are entitled to either:

- 6.10.1.1. continue to function without filling the vacancy; or
- 6.10.1.2. appoint a Director to fill the vacancy.

6.10.2. Notwithstanding paragraph 6.10.1 the Directors are not entitled to fill a vacancy that is caused by either:

- 6.10.2.1. an increase in the number or minimum number of Directors required by the Articles; or
- 6.10.2.2. a failure to elect or appoint the number of Directors required by the Articles.

6.10.3. If the Directors holding office no longer constitute a quorum, the remaining Directors must, without delay, call a special meeting of the Member-Owners to fill the vacancy and if they fail to do so, any person who is entitled to vote at a Member Meeting may call the special meeting.

6.10.4. If the Board is vacant, any person who is entitled to vote at a Member Meeting may call a special meeting to elect Directors to fill the vacancies.

6.10.5. If [1616] a vacancy is created by the removal of a Director at a Member-Owner special meeting, a new Director may be elected at the same special meeting.

## **6.11. *Quorum***

6.11.1. A quorum of Directors is a majority of the number of Directors as provided for in paragraph 6.1.

## **6.12. *Written Resolution***

6.12.1. A written resolution of Directors, signed by all Directors entitled to vote on that resolution at a meeting:

- 6.12.1.1. is valid as either an Ordinary Resolution or a Special Resolution; and
- 6.12.1.2. must be kept with the minutes of the meetings of the Directors.

## **6.13. *Electronic Attendance***

6.13.1. If authorized by the Board, a Director may attend a meeting of the Directors by any telephonic, electronic or other communication facility means that permits all persons participating in the meeting to communicate adequately with each other during the meeting, and a Director participating in a meeting by these means is considered to be present at the meeting.

#### **6.14. Notice of Meeting**

6.14.1. Notice of the date, time and place of each meeting of Directors must be given to each Director.

6.14.1.1. at least five days before the meeting is to be held, if the notice is delivered personally to each Director or by transmitted, electronic or recorded communication; or

6.14.1.2. at least ten days before the meeting is to be held, if the notice is given by any other method.

6.14.2. In case of an emergency, the chair of the Board or the vice-chair of the Board is entitled to call a special meeting of Directors by giving each Director at least twelve hours' notice by transmitted, electronic, or recorded communication.

6.14.3. A Director may, in any manner, waive notice of or otherwise consent to a meeting of Directors and attendance at a meeting constitutes waiver of notice unless the Director is attending for the purpose of objecting to the meeting on the ground that it was not lawfully called.

6.14.4. Notice of Meeting After Adjournment or Annual Meeting

Notice is not required for the continuation of a meeting of Directors that is adjourned or for a meeting that immediately follows an annual meeting.

#### **6.15. Notice for Regular Meetings**

6.15.1. The Directors may appoint a day or days in any month or months for regular meetings at places and hours to be determined by the Directors.

6.15.2. A copy of any resolution of the Directors fixing the places and times of regular meetings must be sent to each Director immediately after being passed, and no other notice is required for any regular meeting of Directors, except where the Act requires the purpose of the meeting or the business to be transacted at it to be specified in the notice.

#### **6.16. Remuneration and Expenses**

6.16.1. Officers<sup>[LG17]</sup> and directors of WBC will not receive any payment nor benefit for services provided as officers or directors, but may receive a payment or benefit for services provided other than in their capacity as officers or directors for which Wayfinders Business Co-operative might reasonably make or provide such payment or benefit. The remuneration and cost of training and other expenses paid to each Director will be disclosed annually.

<sup>[LG18]</sup>

6.16.2. WBC shall reimburse the Directors for travelling and other expenses they

have properly incurred in attending meetings of Directors and committees of Directors and for performing other functions authorized from time to time by the Board.

### **6.17. *Appointment, Powers and Duties of Officers***

6.17.1. The Directors shall appoint, from among the Directors, a chair and a vice-chair.

6.17.2. The Directors may appoint a secretary and other Officers that the Directors determine are necessary.

6.17.3. Except for the chair and vice-chair, the Officers may, but need not, be Directors.

6.17.4. One person may hold more than one office.

6.17.5. The Directors shall specify the powers and duties of the Officers appointed, except that the Directors may not delegate any powers to the Officers that, under the Act, the Directors are prohibited from delegating.

### **6.18. *Variations of Powers and Duties***

6.18.1. Subject to the Act, Regulations and these Bylaws, the Directors may vary, add to, or limit the powers, duties and responsibilities of any committee or Officer.

### **6.19. *Standing Committees***

6.19.1. The Directors shall appoint Standing Committees and designate a person to chair each such committee. Committees may be composed of Directors and non-Directors, and the Directors may delegate to them any of the Director's powers except those that, under the Act, the Directors are prohibited from delegating. Standing Committees may include, but are not restricted to, subject areas of Finance, Human Resources, Membership, Marketing, Operations and External Relations.

6.19.2. A majority of Directors appointed to a committee constitute a quorum at any meeting composed solely of Directors.

6.19.3. A majority of committee members constitute a quorum at any meeting of a committee composed of Directors and non-Directors provided that one of the committee members in attendance is a Director.

6.19.4. A written resolution signed by all the Directors entitled to vote on that resolution at a meeting of a committee of Directors is as valid as if it had been passed at a meeting of a committee of Directors. Signed resolutions shall be kept with the minutes of the meeting of a committee of Directors.

6.19.5. If authorized by the Board, a Director may attend a meeting of a committee by any telephonic, electronic or other communication facility that permits all persons

participating in the meeting to communicate adequately with each other during the meeting, and a Director participating in a meeting by these means is considered to be present at the meeting.

6.19.6. Directors will provide to Standing Committees a mandate letter including committee goals, objectives, desired outcomes and timelines for desired outcomes.

6.19.7. Directors will provide Standing Committees with sufficient resources and timelines to accomplish committee objectives.

6.19.8. Standing Committees will make recommendations and report to the Board of Directors on a quarterly basis or as required by the Directors.

## **6.20. Working and Ad hoc Committees**

6.20.1. The Directors may appoint working and ad hoc committees as needed to carry out tasks and projects in the management of WBC. Working and ad hoc committees will include a majority of Member-Owners in good standing and may include a minority of non-Member-Owners as needed to acquire sufficient expertise to fulfill their duties.

6.20.2. The Directors may delegate to management authority to establish and supervise working and ad hoc committees on an as-needed basis.

## **6.21. Advisory Committee**

6.21.1. Recognizing that the Board of Directors may not have sufficient expertise in all areas of governance the Directors may appoint an Advisory Committee to provide expert advice concerning governance and management practices. Advisory Committee membership may include professionals such as a lawyer, an accountant, technical professionals or management consultants. The Advisory Committee may include members who are not Member-Owners.

6.21.2. The duties of the Advisory Committee are restricted to providing professional advice to the Directors concerning the governance and management of WBC.

6.21.3. Directors may invite the Advisory Committee to meet as needed and not less than twice per year.

6.21.4. Advisory Committee members are required to sign agreements of non-disclosure and non-competition so that Directors may provide them with sufficient background information concerning WBC governance, management and operations.

6.21.5. There shall be no monetary compensation for attending Advisory Committee meetings unless specified by the Directors.

6.21.6. Directors may discontinue or disband the Advisory Committee at will providing members with a 30 days' notice of termination.

## **6.22. Term of Office and Remuneration**

6.22.1. The Directors shall determine the term of office of any Officer they appoint.

6.22.2. The Directors shall approve the remuneration of any Officer they appoint who is not a Director.

6.22.3. Each Officer appointed by the Directors holds office until the Officer's successor is appointed, but the Directors, in their discretion, may remove any Officer without prejudice to that Officer's rights under any employment contract.

### **6.23. *Disclosure of Interests***

6.23.1. The rules relating to Director and Officers' disclosure of interests are those specified in the Act.

### **6.24. *Auditor***

6.24.1. In the event of a vacancy in the office of auditor, the Directors may appoint an auditor to hold office until the next annual meeting of Member-Owners.

### **6.25. *Bonds***

6.25.1. The Directors may require WBC's Officers, employees and agents, as the Directors determine appropriate, to furnish bonds for the faithful discharge of their powers and duties, in the form and with the surety that the Directors, from time to time, determine appropriate.

### **6.26. *Confidentiality***

6.26.1. Directors and Officers shall treat in the strictest confidence all information received in their capacity as Directors or Officers, and shall not divulge it to any third party whatsoever unless it is with the written consent of the Directors.

6.26.2. Directors and Officers will sign non-disclosure and non-competition agreements with WBC.

### **6.27. *Indemnification of Directors and Officers***

6.27.1. WBC shall indemnify its Directors and Officers, and their heirs and legal representatives, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgement, reasonably incurred by them in respect of any civil, criminal or administrative action or proceeding to which they are made a party by reason of being a Director or Officer, if

6.27.1.1. they acted honestly and in good faith with a view to the best interests of WBC; and

6.27.1.2. in the case of a criminal or administrative action, or proceeding that is enforced by a monetary penalty, they had reasonable grounds for believing that their conduct was lawful.



6.27.2. An Individual referred to in paragraph 6.27.1 is entitled to indemnity from WBC for the costs, charges and expenses referred to if the Individual:

6.27.2.1. was judged by the court not to have committed any fault or omitted to do anything that the individual ought to have done; and

6.27.2.2. is fairly and reasonably entitled to indemnity.

6.27.3. WBC, in accordance with and as specified in the Act, may advance money to an Individual referred to in paragraph 6.27.1 for the costs of a proceeding, but the Individual must repay the money if the Court determines that the Individual did not fulfill the conditions of paragraph 6.27.1.1, unless the Member-Owners decide by Ordinary Resolution that the Individual need not repay the money.

6.27.4. WBC may also purchase Directors & Officers liability Insurance in order to limit personal liability in addition to the exposure of the organization to corporate liability.

## **6.28. Deemed Consent and Dissent**

6.28.1. A Director who is present at a meeting of Directors or a meeting of a committee is deemed to have consented to any resolution made or action taken at the meeting unless:

6.28.1.1. the Director requests that a dissent be entered in the minutes of the meeting or the dissent is so entered;

6.28.1.2. the Director sends a written dissent to the secretary of the meeting before it is adjourned; or

6.28.1.3. immediately after the meeting is adjourned, the Director sends a written dissent by confirmed delivery service, or delivers it personally, to the registered office of WBC.

6.28.2. A Director who votes for or expressly consents to a resolution or action taken at a meeting of Directors or of a committee is not entitled to dissent later.

6.28.3. A Director who was not present at a meeting of Directors or a meeting of a committee is deemed to have consented to any resolution made or action taken at the meeting unless, within seven days after becoming aware of the resolution or action, the Director:

6.28.3.1. causes a dissent to be entered in the minutes of the meeting; or

6.28.3.2. sends a written dissent by confirmed delivery service, or delivers it personally, to the registered office of WBC.

6.28.4. A<sup>[LG19]</sup> Director who abstains from a vote is not considered as dissenting from a resolution.

## **7. Finance**

### **7.1. Financial Arrangements**

7.1.1. The financial business of WBC including, but not limited to, borrowing

money and giving security for it, shall be transacted with credit unions, credit union centrals, banks, trust companies or other bodies corporate or organizations that the Directors designate from time to time.

7.1.2. WBC will transact its financial business or any part of it under agreements, instructions and delegations of powers that the Directors specify or authorize from time to time.

## **7.2. Loans**

7.2.1. Any Member-Owner may lend WBC money under terms and conditions prescribed and approved by the Directors.

7.2.2. No loan may be made to a Member-Owner, an Officer, or a Director unless approved by a resolution of Member-Owners.

## **7.3. Reserves**

7.3.1. Upon approval of the Directors, WBC may allocate surplus funds to retained earnings.

## **7.4. Investment Shares**

7.4.1. Having provisions for the issuance of Class A and Class B Investment Shares in the Articles, the Directors may decide to offer for sale either Class A or Class B or both classes of investment shares to Member-Owners and Member-Owners only.

7.4.2. Investment shares may be issued only in one or more designated series and each of the designated series must be identified by a sequential letter of the alphabet.

7.4.3. Board resolution for investment shares. Before WBC issues investment shares in a particular series in compliance with the Articles and the Act, the board of directors by resolution must:

- 7.4.3.1. authorize the issue of the Class A or Class B investment shares in the series;
- 7.4.3.2. specify the issue price of the investment shares in the series as determined in the Articles;
- 7.4.3.3. specify the dividend rights attached to the investment shares in the series and the method of calculation of the dividends paid on the investment shares in the series;
- 7.4.3.4. specify whether the right to dividends is cumulative or non-cumulative for the investment shares in the series;
- 7.4.3.5. specify the terms and conditions of any redemption rights of the holders or WBC of investment shares in the series; and
- 7.4.3.6. specify the terms and conditions of any conversion rights of the holder of investment shares requiring WBC to convert the investment shares into another series.

7.4.4. Conversion of investment shares. WBC may not exchange or convert

investment shares in a series for common shares that have been issued by WBC.

7.4.5. Investment share provisions. The investment shares have no par value and carry no voting rights.

7.4.6. Rights of investment shares. The investment shares shall have the rights, privileges, restrictions and conditions that are granted by the Act, the Articles, the regulations and the By-laws and the authorizing resolution of the board.

## **7.5. *Patronage Returns, Dividends and Interest on Member Shares***

7.5.1. No provisions for Patronage Returns, Dividends or Interest on Member Shares have been made in the Articles.

## **7.6. *Financial Year***

7.6.1. The financial year of WBC ends on the Saturday nearest to October 31.

# **8. *Notice***

## **8.1. *Method of Giving Notice***

8.1.1. This section applies to any item, notice or other communication to be given, sent, delivered or served according to the Act, the Regulations, the Articles, the Bylaws, or otherwise to a Member-Owner, Director, Officer, auditor, or a Member-Owner of a committee.

8.1.2. Except for notice of Member Meeting, the procedure for which is specified in paragraph 6.14, any item, notice or other communication is sufficiently given, sent, delivered or served if delivered personally to the person to whom it is to be given, or if delivered to the person's recorded address, or if mailed to the person at the person's recorded address by prepaid ordinary or air mail, or if sent to the person's recorded address by electronic means.

8.1.3. A notice mailed in the manner specified in paragraph 8.1.2 is deemed to have been received five Business Days after it was sent, unless there are reasonable grounds to believe that the person did not receive the notice or document at that time or at all.

8.1.4. A notice may be sent or given electronically if:

8.1.4.1. the recipient asks or agrees to receive it electronically;

8.1.4.2. in the case of an electronic notice that does not involve direct delivery to the recipient, the recipient is informed directly without delay of the availability of the document, notice or other information and where it may be found or how it may be accessed; and

8.1.4.3. the method of sending or giving permits the recipient to have easy access to the document, notice or information and to retain it in a permanent form.

8.1.5. A notice sent or given electronically is deemed to have been received no later than one Business Day after it was sent.

8.1.6. WBC may change or cause to be changed the recorded address of any Member-Owner, Director, Officer, auditor or Member-Owner of a committee in accordance with any information believed to be reliable.

## **8.2. *Method of Giving Notice to WBC***

8.2.1. A notice required to be sent to or served upon WBC may be sent to or served on the registered office of WBC shown in the last notice of registered office filed with the Director of Co-operatives of the Province of Alberta.

8.2.2. A notice given in the manner specified in paragraph 8.2.1 is deemed to have been received seven Business Days after it was sent, unless there are reasonable grounds to believe that WBC did not receive the notice or document at that time or at all.

## **8.3. *Undelivered Notices***

8.3.1. If any notice sent by WBC is returned because the Member-Owner cannot be found, WBC is not required to send any further notices or documents to that Member-Owner until WBC is informed in writing, by phone, or by electronic means of the Member-Owner's new address.

## **8.4. *Notice in Event of Liquidation***

8.4.1. Notice to Member-Owners in the event of liquidation is to comply with the Act.

# **9. *Amendment and Effective Date***

## **9.1. *Amendment***

9.1.1. The Directors, by Special Resolution, may make or amend a Bylaw in the manner provided for in the Act.

9.1.2. A Bylaw, or an amendment to a Bylaw, made by the Directors not confirmed by the Member-Owners at the next Member Meeting, as required by the Act, is repealed as provided in the Act.

9.1.3. A Member-Owner or Director may make a proposal to make, amend, or repeal, a Bylaw by Ordinary Resolution, but only if the proposal is submitted in writing to WBC within thirty<sup>[LG20]</sup> days of the end of the preceding financial year.

9.1.4. A notice of an annual meeting, at which a proposal will be considered concerning the making, amendment or repeal of a Bylaw, shall provide sufficient detail in the notice to permit the recipient to form a reasoned judgement about the proposal.

## **9.2.      *Effective Date***

9.2.1.      A Bylaw or an amendment to a Bylaw enacted by the Directors comes into force:

9.2.1.1.    the day the Bylaw or the amendment is made; or

9.2.1.2.    any later date specified in the Bylaw or the amendment, or in the resolution adopting either of them.

9.2.2.      A Bylaw or an amendment, or repeal of a Bylaw enacted by the Member-Owners comes into force:

9.2.2.1.    the day the Bylaw or the amendment or repeal is made;

9.2.2.2.    or any later date specified in the Bylaw, the amendment, repeal, or in the resolution adopting any of them.