

**NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS
ASSOCIATION LIMITED**

**MEMORANDUM OF ASSOCIATION
AND
ARTICLES OF ASSOCIATION**

260 Brownlow Avenue, Unit 1
Dartmouth, Nova Scotia
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AS AMENDED AND RESTATED:

May	1974
February 29,	1986
March 9,	1989
March 30,	1992
November 2,	2000
July 10,	2008
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MEMORANDUM OF ASSOCIATION
OF THE
NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS
ASSOCIATION LIMITED

SECTION 1 - NAME

The name of the Company is "Nova Scotia Construction Labour Relations Association Limited".

SECTION 2 - OBJECTS

The objects of the Company are:

1. To engage in, participate in, develop and promote labour relations exclusively within the accredited sector of the Construction Industry in the Province of Nova Scotia.
2. To assist, advise and/or act on behalf of the Construction Industry exclusively within the accredited sector in the Province of Nova Scotia, and generally to improve the Construction Industry exclusively within the accredited sector including, but not so as to restrict, the generality of the foregoing:
 - (a) To seek to be and to be the bargaining agent for employers or groups of employers as authorized by each individual employer through its Application in respect of all labour relations matters exclusively within the accredited sector of the Construction Industry, and to make any application for that purpose under any applicable Statute or Governmental Regulation, and to join with any other association or organization to accomplish the foregoing;
 - (b) To promote and regulate sound labour relations practices on the part of its Members and of Trade Unions and representatives thereof;
 - (c) To bargain collectively for or on behalf of employers exclusively within the accredited sector of the Construction Industry, as agent as authorized by each individual Member through its Application, including negotiating for, entering into and/or administering and carrying out Collective Agreements, and amendments of Collective Agreements, and the negotiation and settlement, by arbitration or otherwise, of disputes arising thereunder, to assist and advise employers in respect to any of the foregoing;
 - (d) To initiate and maintain liaison with other industries and employer groups;
 - (e) To apply to the appropriate authority established or to be established by law to be accredited, certified or otherwise legally recognized as the collective bargaining representative of employers engaged in the Construction Industry and related industries or any parts of branches

thereof, and to join with any other organization or association in applying for Accreditation;

- (f) To establish policies for the uniform content, administration and interpretation of Collective Agreements;
- (g) To conduct research, compile and distribute statistical and other information, and to take part either itself or in cooperation and jointly with others in considering and making representations with respect to legislation and regulations that may be issued by any duly constituted authority, and to engage technical and professional assistance to enable the Company to take part in representations of submissions at hearings before such authorities;
- (h) To do all such things as may be expedient for the protection and benefit of its Members;
- (i) To invest its funds in securities in which trustees are from time to time authorized by law to invest;
- (j) To do all other things as are incidental or conducive to the attainment of the objects and exercise of the powers of the Company.

SECTION 3 - OFFICE

The operations of the Company shall be carried on throughout the Province of Nova Scotia.

The registered office of the Company is at 260 Brownlow Ave., Unit 1, Dartmouth, Nova Scotia.

SECTION 4 - NON-PROFIT ORGANIZATION

The Company shall be one which does not contemplate pecuniary gain or profit to the Members thereof, nor the distribution of capital assets, gains, profits or dividends to such Members, save on winding up.

SECTION 5 - LIABILITY

The liability of the Members is limited.

SECTION 6 - WINDING UP

Every member of the Company undertakes to contribute to the assets of the Company in event of the same being wound up during the time that they are a member or within one (1) year afterwards, for payment of the debts and liabilities of the Company contracted before the time at which they cease to be a member, and the costs, charges and expenses of winding up the same, and for the adjustment of the rights of the contributories amongst themselves, such amount as is required, not exceeding Five Dollars (\$5.00).

We, the several persons whose names, addresses and occupations are subscribed, desire to be formed into a company in pursuance of this Memorandum of Association.

Name	Address	Occupation
<u>Sydney Eugene Acker</u>	8 Beechwood Terr. <u>Halifax, Nova Scotia</u>	<u>General Manager</u>
<u>Chesley Medford Croft</u>	1725 Bloomingdale Terr <u>Halifax, Nova Scotia</u>	<u>President</u>
<u>Adam Steven Folk</u>	5 Broadholme Lane <u>Halifax, Nova Scotia</u>	<u>Manager</u>
<u>Wilfred Lester Giffin</u>	11 Sherbrook Drive <u>Halifax, Nova Scotia</u>	<u>Engineer</u>
<u>Frederick George Leverman</u>	1 Louise Avenue <u>Dartmouth, Nova Scotia</u>	<u>President</u>

Witness to the above signatures:

Matthew John McPherson of Herring Cove Province of Nova Scotia.

Dated at Halifax, in the Province of Nova Scotia, this Twenty-Eighth day of March, 1972.

ARTICLES OF ASSOCIATION
OF THE
NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS
ASSOCIATION LIMITED

ARTICLE 1 - DEFINITION

- 1.01 **"Accreditation"** shall have the same meaning as in statutes or regulations dealing with labour relations matters.
- 1.02 **"Act"** means the Companies Act (Nova Scotia) R.S., c. 81, s. 1 as amended;
- 1.03 **"Application"** means the application for membership and bargaining authorization form as may be amended by the Company from time-to-time.
- 1.04 **"Bargaining Rights"** means the right and/or obligation of an employer to bargain collectively with a Trade Union as required by any statute dealing with labour relations matters, or by any order issued by any statutory tribunal dealing with labour relations matters.
- 1.05 **"Board"** means the Board of directors of the Company for the time being.
- 1.06 **"Company"** means the company named above.
- 1.07 **"Certification"** means an order issued by a statutory tribunal dealing with labour relations matters and established by statute whereby a Trade Union is appointed or determined to be representative for the purposes of collective bargaining with an employer or a group of employers.
- 1.08 **"Collective Agreement"** means an agreement between a Trade Union and an employer or a group of employers dealing with wages, hours of work and working conditions of the employees of such employer or employers.
- 1.09 **"Construction Industry"** is defined by the Labour Relations Board Nova Scotia, - Construction Industry Panel's Accreditation Orders L.R.B. No. 392C January 29, 1976 and L.R.B. No. 428C April 5, 1977.
- 1.10 **"Executive"** means the Executive committee of the Company.
- 1.11 **"Special Resolution"** means a Resolution as defined by s.87 of the Act.
- 1.12 **"Special Directors Resolution"** means a resolution, notice of which has been sent via paper or electronic mail to all directors of the Board at least seven (7) days before the date of the Board meeting at which the Special Directors Resolution is to be dealt with, and which requires the support of two-thirds (2/3) of all directors of the Board present at the meeting, in person, virtually, or by proxy, in order to pass.

- 1.13 **"Trade Union"** means a Trade Union within the meaning of applicable legislation and/or applicable governmental regulations.
- 1.14 A **"Member"** is an employer person, firm, or corporation engaged within the accredited sector of the Construction Industry in Nova Scotia as, or on behalf of, employers and/or owners, who have complied with the procedures set out in Article 2.06 hereof.
- 1.15 A **"Member in Good Standing"** is a Member who is not under suspension and not in default of its obligations under these Articles of Association, which shall include, without limitation, payment of all dues, fees or assessments levied in accordance with these Articles of Association.
- 1.16 An **"Associate Member"** is a person, firm or corporation not engaged within the accredited sector of the Construction Industry who has complied with the procedures set out in Article 2.01 hereof.
- 1.17 **"Trade Classification"**: A grouping, within the Company, of Members each of whom employs persons belonging to the same unionized trade as set forth on each individual employers Application, working within the accredited sector of the Construction Industry. Article 2.07 of these Articles of Association sets forth the function of the Trade Classifications, and identifies those individual employers who have assigned their Bargaining Rights with an individual union to the Company for the purpose of bargaining Collective Agreements exclusively within the accredited sector.
- 1.18 In these Articles of Association, where the context permits or requires, the singular includes the plural.

ARTICLE 2 - MEMBERSHIP

ASSOCIATE MEMBERS

- 2.01 Fees for an Associate Member shall be set, from time to time, by the Board. Associate Members or their representatives may be invited to attend meetings of the Company, and if so invited, may be privileged to participate in discussion and activities of the Company at such meetings; provided, however, that Associate Members have no vote in the conduct of the affairs of the Company and provided, further, that provisions of these Articles of Association shall have no application to such Associate Member unless explicitly so stated herein.
- 2.02 The rights of Associate Members shall be limited to the right to receive all general membership communications and standard publications from the Company. Associate Members may attend all general meetings of the Company and may voice their opinions thereat subject to the discretion of the Board, but shall not have any voting privileges, nor shall they have the right to hold any office with the Company, nor serve on any Committee.

MEMBERS

- 2.03 A Member shall be as defined in Article 1.14.

- 2.04 The subscribers to the Memorandum of Association and such other Members as shall be admitted to membership in accordance with these Articles of Association, shall be Members of this Company and shall be entered in the register of Members accordingly.
- 2.05 Membership shall be open to those meeting the definition of a Member, as defined in Article 1.14.
- 2.06 An application to become a Member of the Company is to be made in accordance with the provisions of this Article:
- (1) An applicant for membership shall submit:
 - a. an Application in writing to the Board, in such form and detail as the Board may prescribe from time-to-time, and
 - b. payment of any prescribed membership fees, if applicable, which may be set by the Board from time-to-time.
 - (2) Upon receipt of the prescribed Application and any fees payable by the applicant to the Company, and approval of membership from Board, the applicant shall become a Member of the Company.
 - (3) Notwithstanding Section 2.02, a person, firm or corporation not engaged within the accredited sector of the construction industry as defined in Section 1.09 may submit an Application in writing to the Board in such form and detail as may be prescribed from time to time by the Board, together with any prescribed membership fees and minimum dues then in effect, and if accepted by the Board, the applicant shall become a Member or an Associate Member as the case may be, as of the date of approval by the Board. In the event that an Associate Member becomes involved in the accredited sector of the Construction Industry for which the Company is accredited, such Associate Member shall notify the Board within thirty (30) days, and upon receipt of such notice, the status of the Associate Member shall be changed by Application to that of a Member.
 - (4) Each Member shall be bound by these Articles of Association.
 - (5) There is no limitation on the number of Members of the Company.

2.07 Trade Classification:

- (1) The purpose of a Trade Classification is to give its Members an opportunity to direct their interests and concerns to a forum and be represented at the Board level by Member(s) within their own trade. A Trade Classification is a group of Members who have assigned their Bargaining Rights with an individual union to the Company for the purpose of bargaining Collective Agreement(s), within the accredited sector.
- (2) The Trade Classifications of the Company are as identified on the Application from time-to-time.

- (3) At the time of making an Application for membership, the applicant shall supply such information as is required by the Application then approved by the Board. When making an Application for membership, the applicant shall indicate which Trade Classification(s) it employs unionized employees for, and for which the Company will act in collective bargaining on behalf of the applicant as a sole operator/owner, or firm or corporation exclusively within the accredited sector in the Construction Industry, and the applicant shall upon becoming a Member, be a member of the Trade Classification(s) indicated on the Application.
- (4) A Member may, at any time, submit a supplementary Application in writing to the Board in such form and detail as the Board shall prescribe from time-to-time, and upon receipt and approval of the supplementary Application, the Member shall be a member of the Trade Classification(s) indicated in the supplementary Application.
- (5) Where a Member is seeking to resign from a Trade Classification, but not resign from the Company, the following shall apply.
 - a. Any Member's request for resignation shall be subject to the approval of the Board.
 - b. Upon the Member's request being granted, the Member must submit a new supplementary or amended Application to the Company along with a written resignation from the Trade Classification being so resigned.

2.08 Geographical Division:

- (1) The Company shall have the following Geographical Divisions:
 - Cape Breton Island
 - Eastern Counties
 - South Shore/Valley/Western
 - Halifax County

(each a "Geographic Division", and collectively the "Geographical Divisions")
- (2) The Board shall, from time-to-time, allocate and re-allocate each Member to the Geographical Division in which it maintains its principal, permanent place of business.

2.09 Voting Member:

- (1) Membership shall vest in the employer person, firm, or corporation, as the case may be.
- (2) A Member in Good Standing shall be entitled to nominate one (1) representative of the Member who shall be entitled to vote on any motion at any meeting of the Company on behalf of the Member.
- (3) A Member in Good Standing shall be entitled to vote by proxy under the following circumstances.

- a. General Meetings - At a general meeting of the Company when a Special Resolution is being considered a proxy vote shall be accepted, provided that the Member authorizing another party to vote by proxy on their behalf has done so in writing, on a form acceptable to the Company, in its discretion. A copy of such form must be lodged with the prescribed representative of the Company not later than two (2) business days (being days other than Saturday, Sunday, or a holiday in the Province of Nova Scotia) prior to the opening of the general meeting.

2.10 **Duties and Obligations of a Member:**

Each Member shall be subject to all the duties and obligations which are set forth in the Memorandum of Association and these Articles of Association, and without limiting the generality of the foregoing, to the following duties, obligations, covenants and agreements:

- (1) To assign and, if required by the Board, assign again, upon request of the Board, its rights to bargain collectively only with Trade Unions identified by the individual contractor through its Application, and exclusively within the accredited sector of the Construction Industry.
 - (2) To authorize the Company, as its exclusive limited agent, to bargain, within the accredited sector, collectively, as specifically itemized in the Member's duly completed Application, and to enter into Collective Agreements or other similar undertakings or contracts on such terms as the Company considers proper, and to amend, vary, modify, cancel or terminate the same.
 - (3) To be bound by and to observe all applicable Collective Agreements as identified in the individual Member's Application and similar undertakings and contracts and all rules and regulations governing working conditions of whatever nature entered into, arranged, accepted, set up, or approved by the Company.
 - (4) To abide by and observe all policy directives of the Board, published and distributed to the Members as such, concerning matters relating to labour relations.
 - (5) Not to negotiate or enter into a Collective Agreement or similar undertaking or contract, the term of which covers the whole or any part of the term of a Collective Agreement or similar undertakings or contract previously entered into by the Company on behalf of, or binding upon, such Member, or to amend, vary, modify in any way or to cancel or terminate the same.
 - (6) To be bound to pay the dues, fees and assessments levied in accordance with the provisions of these Articles of Association, regardless of whether the Member is under suspension.
- 2.11 (1) These Articles of Association shall bind the Company and its Members to the same extent as if they had been signed, sealed and delivered by the Company and by each of its Members inter se, containing covenants on the part of the Company, and each of its Members to observe and perform all the provisions of these Articles of Association.

- (2) The Member agrees that it shall be deemed to have covenanted jointly and severally with the Company and each other Member of the Company, whether expelled, under suspension or not, to perform and be bound by each and every of the duties, obligations, covenants and agreements set forth in these Articles of Association, and after the termination of such period of membership to be bound by and to observe each and every of the duties, obligations, covenants and agreements which by their nature survive the Member's resignation, suspension, or termination from the Company.
- (3) The Member covenants and agrees that damages are an inadequate remedy for breach hereof, and that the Company, in addition to and without limitation of any other rights it may have, shall be entitled to injunctive relief.

2.12 The provisions of Section 2.10 and 2.11 above shall apply to a Member only with respect to those employees exclusively within the accredited sector of the Construction Industry who are subject to collective bargaining.

Discipline of Members:

- 2.13 (1) The Board may expel, suspend or otherwise discipline any Member, including the suspension of the right to attend meetings and to vote on any matter where dues or assessments remain unpaid in whole or in part for a period exceeding ninety (90) calendar days after the date prescribed for payment.
- (2) The Board may fine or otherwise discipline, in a manner and amount the Board deems reasonable in its discretion, but may not suspend or expel, any Member of the Company where, in the opinion of the Board:
- a. The Member has refused or deliberately failed to comply with any provision of the Articles of Association, or any lawful direction or requirement of the Company; or
 - b. The Member has conducted themselves in a manner which is inimical to the interest of the Construction Industry, the Company, or its Members; or
 - c. The Member has conducted negotiations with a Trade Union, or has purported to enter into a Collective Agreement or settlement of a Collective Agreement dispute, or entered into an arrangement with a Trade Union contrary to any of the provisions of any law or contrary to any negotiations or agreement entered into pursuant to any Accreditation order which Collective Agreement has been authorized or approved by the Board, or where any Member has done anything with respect to a Trade Union contrary to any resolution passed by the Board, or where any Member has done anything detracting from or weakening any authority obtained by the Company on Accreditation, or has done anything likely to delay, impede or destroy any rights gained through Accreditation of the Company respecting any Trade Union, or anything done pursuant thereto, or any right to apply for or obtain Accreditation, or has failed to comply with any directive issued by the Company respecting any dealings of the Company with labour.

(3) **Procedure of Complaints:**

- a. A complainant shall submit in writing a formal complaint to the director of the Board responsible for the applicable Trade Classification. A copy of the complaint, in writing, shall be forwarded to the president of the Company specifying the name of the Member so charged with an alleged infraction of these Articles of Association. The complaint shall contain such details of the alleged infraction as are available to the complainant.
- b. A Trade Classification meeting shall then be called by the director of the Board responsible for the applicable Trade Classification, and the complainant's written complaint(s) shall be discussed. On completion of discussion, a vote shall be taken on a motion to submit the complaint to the Board for its consideration. A majority of not less than two-thirds (2/3) of the Members present of the Trade Classification shall be required to pass the motion.
- c. The Board, on receipt of the complaint from the director of the Board responsible for the applicable Trade Classification, shall discuss the complaint, and vote on whether to accept it.
- d. If the complaint is accepted, it will be submitted to a Panel that will be set up by the Board in accordance with the provisions of this Article.
- e. The president of the Company or their designate shall give written notice to the Member subject to the complaint not more than ten (10) calendar days after the Board meeting where the complaint is accepted. The president of the Company will be responsible for gathering pertinent information relating to the complaint, to enable them to present the Company's case. The president of the Company shall be assisted as much as possible by the director(s) of the Board responsible for the applicable Trade Classification(s), the complainant, and any other interested party.
- f. The Member against whom the written complaint(s) has been stated, shall have the right to defend its actions by way of a solicitor, or as it may see fit, provided that the Member shall bear its own costs.

PANEL

Purpose: A panel of individuals comprised in accordance with this Article will be assembled to consider and render a fair and just decision after hearing evidence from the relevant parties for complaints referred to it in accordance with this Article (the "Panel")

- Composition:**
- 1) Chairperson – The chairperson of the Board or their designate
 - 2) Two (2) directors of the Board who are chosen by the Board, provided that they are not on the Executive, or signatory to the Trade Classification involved.

Voting: Each member of the Panel shall have one (1) vote and the chairperson of the Board will only vote in order to break a tie.

Mandate: To hear evidence from the relevant parties, within sixty (60) calendar days of the complaint(s) being referred to the Panel. On conclusion of the evidence and submissions, the Panel shall deliver a written account of its findings to the Company and the Member(s) subject to the complaint.

- g. If the Member fails to appear before the Panel at the time and date specified, the Panel shall deal with the complaint(s) in the absence of such Member(s).

PANEL

The Panel shall decide whether a penalty should be imposed, and in the event a penalty is imposed, it may impose a fine which will not exceed Five Hundred Dollars (\$500.00).

Appeal: Both of the Company or the Member(s) subject to the determination by the Panel shall have the right of appeal from the decision. The right of appeal shall be available to such appellant for thirty (30) calendar days after the Panel's decision is sent to such party. Notice of appeal from the appellant shall be served on the Company within this thirty (30) day period at their registered address setting forth the reasons for the appeal. The appeal will be held within thirty (30) days of receipt and such notice shall be heard by a quorum of the Board. The Board's decision shall be delivered on the same day that the appeal is heard and shall be binding.

- (4) Every Member who resigns or is expelled from membership shall, upon the written request of a duly authorized officer of the Company, return to the Company all documents and property of the Company which they may have in their custody or control.
- (5) An expelled Member shall have the right to re-apply for membership at any time, subject to approval by the Board, and provided that all arrears of dues are paid.

2.14 Resignation:

- (1) Any Member in Good Standing shall have the right to resign from the Company and shall be deemed to have resigned thirty (30) days after the date of receipt by the Company of a written notice of resignation, in a form acceptable to the Company, subject to the terms and conditions of these Articles of Association.
- (2) Unless permission is granted at the discretion of the Board, a Member shall not be entitled to resign during any period commencing two (2) weeks after the date of receipt from any union, with which the Member is bound by law to bargain collectively, of notification to commence Collective Bargaining, or two (2) weeks after the date upon which the Company has given notice to such a union to commence collective bargaining and terminating on the date the Collective Agreement in question has been executed by the Company and such union, or in the case of collective bargaining with more than one such union, terminating on the date of execution of the last of such Collective Agreement.
- (3) Notwithstanding paragraph (2) of this sub-section, a Member in Good Standing shall have the right to resign from the Company and shall be deemed to have resigned twelve (12) months after the date of receipt by the Company of a written notice of resignation.

2.15 Responsibility for Dues, Assessments, Expenses, etc.:

- (1)
 - a. All dues and assessments required to be paid by a Member and expenses assessed against a Member shall constitute a debt due and owing by the Member to the Company and shall be recoverable as such.
 - b. In the event that a former Member of the Company wishes to rejoin, the former Member shall settle in full any and all debts arising out of its previous membership with the Company before being accepted on Application as a Member of the Company.
- (2) All outstanding dues, assessments and expenses payable by a Member under these Articles of Association shall continue and remain as a debt due and owing to the Company and recoverable as such, notwithstanding the resignation, suspension or expulsion of such Member from the Company.

ARTICLE 3 - BOARD OF DIRECTORS

3.01 **Members of the Board of Directors:**

The Board shall consist of the following:

a. **Trade Directors**

one (1) person elected from each of the following Trade Classifications.

Boilermakers
Bricklayers
Carpenters
Cement Finishers: Includes 1) Plasterers
Drywall Tapers: Includes 1) Resilient Floor 2) Painter
Electricians
Elevator Constructors
Glazier-Painter
Glazier-Teamster
Insulators
Ironworkers Miscellaneous
Ironworkers Rebar
Ironworkers Structural
Labourers
Mechanical Includes 1) Pneumatic Control Systems
Millwright
Non-Destructive
Testing
Operating Engineers
Roofers
Sheet Metal
Sprinkler
Tile Setters

b. **Regional Directors**

one (1) person elected from each of the following Geographical Divisions:

- i. Eastern Counties; and
- ii. South Shore/Western/Valley

two (2) persons elected from the following Geographical Division:

- i. Cape Breton Island

Where there are no members nominated or available for such Regional Director positions, the Board of Directors shall appoint a member or members of the Company to fill any Regional Director vacancy.

- c. **Directors at Large** - such further directors of the Board, not exceeding twelve (12) in number, and having such responsibilities as shall be determined from time to time by the Board, to be elected by the Members of the Company at the annual general meeting (a "Director at Large").

3.02 **Term of Office of Directors:**

Directors of the Board shall be elected at the annual general meeting and shall hold office until the second (2nd) annual general meeting after which they are elected. Approximately one-half (1/2) of the directors shall be elected in each year, as the Board shall decide.

3.03 **Election of Directors:**

- a. Each Member which has in the previous year employed employees in a Trade Classification of which it is a Member shall be entitled to vote for the director of the Board representing that Trade Classification.
- b. Each Member which has been allocated to a Geographical Division which is represented as such on the Board shall be entitled to vote for the director of the Board representing that Geographical Division.
- c. Every Member of the Company shall be entitled to vote in relation to the appointment of a Director At Large.
- d. Directors of the Board representing Trade Classifications or Geographical Divisions shall be nominated and elected only by members of that Trade Classification or Geographical Division.
- e. In the event of the election of a director of the Board resulting in a tie vote, the chairperson of the Board shall cast the deciding vote.
- f. A Director shall be deemed to have vacated office:
 - i. If they or the Member which they are representing becomes bankrupt or makes an assignment for the benefit of creditors.
 - ii. If they are suspended or expelled from membership in the Company.
 - iii. If they cease to be a representative or employee of a Member.
 - iv. If, by notice in writing to the Company, they resign as a director of the Board.
- g. If, the director of the Board refuses or fails to provide a notice in writing to the Company of their resignation and has failed to attend meetings of the Company, or has indicated that they do not intend to continue their responsibilities as a director of the Board, then they shall be deemed to have vacated office within thirty (30) days after a notice is delivered to them from the Board requesting confirmation of their resignation, and to which no response in writing is received by the Company.

- h. If for any reason a vacancy shall occur on the Board, the Board shall forthwith call a meeting of the Members of the Trade Classification or Geographic Division in respect of which the vacancy exists for the purpose of electing a new director to hold office for the balance of the outgoing director's term. In the discretion of the Board, this election may be held by mail, email, virtually, or otherwise.
- i. If there is no director nominated or elected by a Trade Classification the Board may, by way of a Special Director's Resolution, delegate the responsibilities of the Trade Classification to a director of the Board, or a member of the Trade Classification, as chosen by the Board in its discretion.
- j. Any director of the Board may be removed by Special Resolution of the Members of the Company.

3.04 **Directors Meetings**

At a Board meeting, when a Special Directors Resolution is being considered, a proxy vote shall be accepted, provided that the party exercising the proxy vote has a letter in writing, in a form acceptable to the Company, authorizing another director of the Board to vote on the Special Director's Resolution on behalf of the director that has granted the proxy. A copy of this form must be lodged with the representative of the Company designated by the Company, not later than two business days (being a day other than Saturday, Sunday, or a holiday in the province of Nova Scotia) before the opening of such Board meeting.

3.05 **Function of the Board:**

- (1) The Board shall, subject to these Articles of Association, have all powers to act on behalf of its Members.
- (2) The Board shall have power:
 - a. To elect the Executive.
 - b. To decide on matters of policy affecting the Company.
 - c. To decide upon appeals by members of the Company against monetary penalties, expulsion or suspension of such Members by the Panel, and to allow or dismiss such appeal and to confirm or vary the decision of the Panel.
 - d. To decide upon appeals by Members of the Company against monetary penalties, expulsion or suspension of such Members by the Executive and to allow or dismiss such appeal and to confirm or vary the decision of the Executive, in accordance with these Articles of Association.
 - e. To delegate, consistent with these Articles of Association, any of its powers to the Executive or to any particular office or officer or employee of the Company; and to revoke or vary the terms of any such delegation, except that the power to hear appeals cannot be delegated.

- f. To ratify, review, reverse, alter or countermand the acts and decisions of the Executive.
 - g. To appoint committees for such purposes as the Board may determine.
 - h. To do all things that the Company may do under these Articles of Association and do all things necessary or desirable to fulfill the objects of the Company.
 - i. To open such bank account or accounts in such place or places as may from time to time be designated by the Board.
 - j. To fix dues, fees and other assessments.
 - k. To grant special honorariums to any person or member in recognition of special service to the Company.
 - l. To approve for membership such persons, firms or corporations as may submit an Application.
 - m. To exempt any member from any of the requirements of Section 2.10 for any reason deemed good and sufficient by the Board.
- (3) No member of the Board shall receive any remuneration but shall be entitled to be reimbursed for reasonable expenses incurred in connection with the business of the Company.

3.06 **Meetings of the Board:**

- (1) The first meeting of each Board shall be called by the chairperson of the previous Board, and at each first meeting of each Board, a Chairperson shall be elected. The Chairperson shall also be chairperson of the Company, and shall continue until their successor is elected.
- (2) Meetings of the Board may be called at any time by the chairperson by sending to the directors of the Board a notice in writing as to the time and place of the meeting, mailed or emailed at least two (2) calendar days prior to the date of the meeting. An emergency meeting may be called on shorter notice by telephone or otherwise, provided a quorum is present, and approves the calling of the meeting on such short notice.
- (3) A meeting of the Board can be demanded at any time in writing by twenty-five percent (25%) of the Board, and upon such notice being delivered to the chairperson or the secretary of the Company, the chairperson shall forthwith call a meeting in the manner prescribed by these Articles of Association. Provided that if the chairperson fails or refuses to do so, any director of the Board may call such meeting, and upon a quorum attending, such meeting of the Board shall have full authority to act in any matter before it.

- (4) The Board shall not be entitled to carry on business at a meeting unless a quorum of eight (8) directors of the Board are in attendance, in person, virtually, or by proxy, where applicable. In the event that a quorum is not in attendance, the meeting shall be adjourned to the same time and place one (1) week hence, and written notice of the adjournment shall be mailed or emailed to all directors of the Board, and upon the adjourned meeting being convened, it shall be entitled to carry on business, notwithstanding that a quorum is not present.
- (5) At all meetings of the Board, each director of the Board shall be entitled to one (1) vote on any resolution or proposal submitted to the meeting, and all voting shall be by show of hands, or electronic poll, as applicable, unless a secret ballot is demanded by not less than five (5) directors of the Board in attendance, in which case such ballots (which may be electronic) shall be prepared and distributed to each director of the Board, and the ballots shall be forthwith marked and collected and, the result announced by the chairperson.
- (6) In the event of a tie vote, either by show of hands or secret ballot, the chairperson shall be entitled to a casting vote.
- (7) At the first meeting of each Board, the officers of the Company shall be elected and so form the Executive, and the chairperson of the Board shall be a member of the Executive without election and shall be chairperson of the Executive.
- (8) At all meetings of the Board, a secretary appointed or elected by the Board shall attend and take minutes thereof, and in the event that the secretary so elected has not been appointed or is absent, the Board shall elect a temporary secretary for each such meeting. The minutes of each meeting of the Board shall be transcribed and copies thereof shall be mailed or emailed to each member of the Board prior to the next regular meeting of the Board.
- (9) The Board shall have authority, not only respecting all matters specifically given to it by these Articles, but also in any matter where no specific authority has been allotted, and in any matter permitted by the objects of the Company, or the Articles of Association.
- (10) The Board shall have authority to set the fiscal year for the Company and may alter it from time to time by a resolution of the directors of the Board, and may set the end of the fiscal year at a time prior to or after the date for calling the annual election of the directors of the Board.

ARTICLE 4 - GENERAL MEETING OF COMPANY

- 4.01 (1) The Board shall call an annual general meeting of the membership on a date to be set by the Board in each calendar year, in accordance with the requirements of the Act, and not more than fifteen (15) months after the holding of the last annual general meeting. The meeting shall be held at such place and at such time as shall be determined by the Board. The Company and its Members shall receive reports of officers and committees, the reports of the auditor, and shall appoint the auditor for the following year, and shall conduct such other general or special business as the Board may place on the agenda.
- (2) Notice of a meeting of the Members of the Company shall be sent by mail or email to each Member of the Company at least thirty (30) calendar days prior to the date of the meeting, except where any other provision of these Articles of Association provides for a shorter notice period.
- (3) General meetings shall be held at such time and place as the Board may determine, and notices of such meetings shall be given to the Members at least thirty (30) days in advance of such meetings. Notice will be deemed sufficient and effective if sent by ordinary mail or email to the civic or email address of the Member, as indicated on its Application, or as updated by a notice of change of address to the Company.
- (4) Special general meetings of the Company shall be held upon the request of the majority of the directors of the Board, or of twenty-five (25) Members of the Company. Such notice of each special general meeting shall be sent to each Member in the manner outlined in 4.01(2) of these Articles of Association at least fifteen (15) days prior to the date thereof, and such notice shall state the object of the meeting, and the subjects to be considered.
- (5) At all general or special general meetings of the Company, ten (10) Members shall constitute a quorum.
- (6) Any person entitled to be present at any general meeting may submit any resolution to such meeting.
- (7) Voting on all matters presented to a general meeting shall be by show of hands, or electronic polling, unless a secret ballot is demanded by a majority of the Members present at such meeting.
- (8) In case of a tie vote, the chairperson of the Board shall have a casting vote.
- (9) Claims of non-receipt of notice of a meeting of the Company by any Member shall not invalidate the proceedings of such a meeting.

ARTICLE 5 - EXECUTIVE

5.01 There shall be an executive committee of the Company which is composed of the duly elected officers of the Company (the "Executive").

5.02 **Functions of Executive:**

- (1) The Executive shall be responsible for the administrative duties of the Company and the Board and shall perform such specific functions as are provided for in these Articles of Association or as may be delegated to it from time-to-time by the Board.
- (2) The Executive shall make submissions to the Board on matters requiring policy decisions and other matters of concern to the Company.
- (3) The Executive shall make interim decisions on questions of policy in respect of matters in connection with which no policy decision has been made by the Board, provided that such interim decisions shall be reported to the next meeting of the Board and shall not remain effective unless approved by the Board.
- (4) The Executive shall be entitled to employ a president who shall be the senior employee, and/or other employees, who shall perform such duties and have such powers as the Executive shall designate. The president of the Company shall be an officer of the Company, and therefore a member of the Executive.
- (5) The Executive shall have authority to discipline all paid employees, including the right to suspend or discharge; but upon a president of the Company being employed, the president of the Company shall be responsible to the Executive and to the Board, and shall be responsible for and have the authority to manage and deal with all employees who are subject to this management, and the Executive shall deal only with the president of the Company respecting all such employees and shall not interfere directly with the employees under the president of the Company.

ARTICLE 6 - OFFICERS AND POWERS

6.01 At each annual general meeting the Board shall elect the following officers from its Members: a chairperson, first vice-chairperson, secretary, treasurer, and such other positions within the Company as the Board may from time-to-time decide.

(1) **The Chairperson:**

- a. The chairperson of the Board shall preside over and preserve order over all general meetings of the Company, Board, and Executive. The chairperson shall vote at such meetings only when votes are evenly divided and when they shall cast the deciding vote. In absence of the chairperson, or in the event of their inability to act, the scheme detailed in sub-paragraph (f) of this Article 6 shall apply.
- b. The chairperson shall call all general and special general meetings of the Company at their own initiative, subject to the provisions of these Articles of Association. They shall be an ex-officio member of all Trade Classifications and Geographic Divisions and committees of the Company, and where any director of the Board representing a Trade Classification has failed to act or refuses to act, the chairperson, or their nominee, shall have the power to call a meeting of such Trade Classification to rectify the situation.
- c. The chairperson sees to it that decisions made by the Board are carried out and attends to any business of the Company.
- d. The chairperson and/or vice-chairpersons shall have the power to sign all negotiated contracts.
- e. The chairperson of the Board shall have the authority to delegate such duties or responsibilities to the vice-chairpersons as they deem necessary.
- f. In the absence of the chairperson, or in the event of their inability to act, the first vice-chairperson shall assume the chairperson's responsibilities, and shall have the powers normally vested in the chairperson and shall perform such duties as would normally be required of the chairperson. In the event the first vice-chairperson is unable to assume the chairperson's responsibilities as set forth herein, the vice-chairperson - administration and after them the vice-chairperson - liaison shall assume the chairperson's responsibilities and shall have the powers normally vested in the chairperson and shall perform such duties as would normally be required of the chairperson.

(2) **Chairperson's Duties:**

The chairperson's duties, generally, are:

- a. To open the meeting of the Company at the time and place at which such meeting is to take place, by taking the chair, and calling the Members to order.

- b. To announce the business before the assembly in the order in which it is to be acted upon and announce the agenda.
- c. To recognize Members entitled to the floor.
- d. To state and to put to vote all questions which are regularly moved, or necessarily arise in the course of the proceedings, and to announce the results of the vote.
- e. To protect the assembly from the annoyance of evidently frivolous or dilatory motions by refusing to recognize them.
- f. To assist in the expediting of business in every way compatible with the rights of the Members, as by allowing brief remarks when undebatable motions are pending, if they think it is advisable.
- g. To restrain the Members when engaged in debate, within the rules of order.
- h. To enforce on all occasions the observance of order and decorum among Members, deciding all questions of order (subject to an appeal to the assembly by any two (2) Members) unless when in doubt they prefer to submit the question for the decision of the assembly.
- i. To inform the assembly, when necessary, or when referred to for the purpose, on a point of order or practice pertinent to pending business.
- j. To authenticate, by their signature, when necessary, all the acts, orders, and proceedings of the assembly declaring its will and in all things of being its commands.

(3) **First Vice-Chairperson:**

The position of first vice-chairperson shall normally alternate yearly between a Geographic Division located in mainland Nova Scotia, and Cape Breton Island. The first vice-chairperson shall represent their specific geographic area and shall put forward to the Board the specific interests of that area. The first vice-chairperson shall bring to the attention of the chairperson, all matters relating to that area that they represent.

(4) **Vice-Chairperson - Negotiations:**

This position shall normally alternate between a Geographic Division in mainland Nova Scotia, and Cape Breton Island, and shall be directly concerned with negotiation strategy. The vice-chairperson - negotiations shall be an ex-officio member of all negotiating committees and bargaining teams. They shall have the authority to direct that certain Board policies be followed in all negotiating committees. They shall recommend to the Board specific policy and procedure with respect to all negotiating committees or specific negotiating committees. Their primary function shall be to carry out the policy as established by the Board throughout all Company negotiations.

(5) **Vice-Chairperson - Administration**

The vice-chairperson - administration shall be responsible for the establishment of administrative procedures and administrative concerns of the Company. They shall receive reports from the Company's treasurer and secretary. They shall from time-to-time recommend to the Board new policy and procedures with respect to administration. In addition, they may consider any and all legislation that influences or encumbers the proper operation of the Company.

(6) **Vice-Chairperson - Liaison:**

The vice-chairperson - liaison shall be responsible for the promotion of the Company and its membership. This includes the approval of statements prior to release to the media. The vice-chairperson - liaison may be required to set up meetings between the Company and other labour relations organizations, groups, or stakeholders.

(7) **The Secretary:**

The secretary shall be appointed by the Board from time-to-time and shall keep and maintain in good order, a proper record of the proceedings of every meeting of the Company, and of the Board and the Executive, and of such other meetings of groups and committees as may be directed. The secretary shall perform such other duties as may from time-to-time be required or assigned by the Board or Executive. They shall report to the vice-chairperson administration.

(8) **The Treasurer:**

The treasurer shall be appointed by the Board from time-to-time and shall arrange for the proper collection, safekeeping, banking and disbursement of the funds of the Company, and for this purpose, shall keep and maintain in good order, books of accounts in which shall be recorded all financial transactions, and shall make a full report of such funds and accounts to the vice-chairperson - administration; to the Board; and shall turn over to their successor, upon the expiry of or upon the relinquishment or termination of their office, all funds, accounts, books, receipt records and other documents or property of the Company which they may have in their custody or control; and shall perform such other duties as may be required or assigned from time-to-time by the vice-chairperson - administration.

(9) **The President:**

- a. The president of the Company shall be a full-time salaried position.
- b. The president of the Company shall also serve as the chief executive officer of the Company.
- c. The president of the Company is appointed by the Board on the recommendation of the chairperson and Executive, and serves at the pleasure of the Board.

- d. The president of the Company shall be responsible for the day-to-day administration and affairs of the Company, acting as the Company's principal spokesperson on all industry related issues and for which purpose they maintain regular communication with members of the government, regulatory authority, other industry related associations, representatives of the media, and the public at large.
- e. Policy direction shall be given to the president by the Board. The president of the Company shall participate directly in negotiations as appropriate in the circumstances subject to the policies and directives which may be laid down by the Executive and Board.
- f. The day to day administration of the Company is the president's immediate responsibility and for which they may employ staff and engage whatever services and facilities they feel necessary to meet the administrative requirements of the Company, provided there is adherence at all times to budgetary disciplines and other policy directions which may be laid down from time-to-time by the Board in respect of the administration of the Company.
- g. The president of the Company shall serve as a member of the Executive.
- h. The president of the Company shall adhere to the Memorandum of Association and Articles of Association and shall enforce said memorandum and articles with regard to Members under the direction of the Executive and Board.

6.02 Where there is an overlap or conflict between the duties and responsibilities of the first vice-chairperson, vice-chairperson - negotiations, vice-chairperson - administration, vice-chairperson- liaison, secretary, treasurer, and/or president of the Company, such overlap and/or conflict shall be referred to the Executive who shall, within their discretion, assign definite areas of responsibility as they, in their discretion, deem appropriate.

ARTICLE 7 - FEES, ASSESSMENTS, PROPERTY, ETC.

- 7.01 (1) Membership dues shall be fixed on such basis as the Board shall decide.
- (2) The Board may, from time-to-time, levy such dues, fees and assessments as it shall determine, based upon a lump sum for a stated period, a formula of a cent or cents per labour hour worked by specific employees of Members, or upon some other formula or formulae to be implemented at the discretion of the Board.
- (3) Each Member shall annually provide the Board, when the Board so requires, with a statement prepared by the Member's auditor at the regular audit date for the Member firm concerned, advising the productive labour hours worked in the preceding year of that Member firm. In the event that a Member fails to provide such a statement, the expense of any such auditor, or by such other persons as the Member and the chairperson of the Company shall agree upon, or as directed by the chairperson should no agreement be reached, shall be paid for by the Member. Except when circumstances otherwise require, the information in such statement shall be confidential.

- (4) Special assessments may be levied at any time by the Board.
- (5) The funds of the Company shall be expended by the Executive as directed by the Board for the operation of the Company including remuneration of employees and expenses of the officers of the Company and directors of the Board in conformity with the authorities and responsibilities assigned to the Executive.
- (6) For the purpose of carrying out its objects, the Company in a general meeting may, by the passing of a Special Resolution, borrow, raise or secure money in such manner as it sees fit, and in particular, by the issues of debentures.
- (7) The Company may acquire and take by purchase, donation, devise or otherwise, all kinds of real estate and personal property, and may sell, exchange, mortgage, lease, let, improve and develop the same, and may erect and maintain any necessary buildings.

ARTICLE 8 - ELECTIONS AT GENERAL MEETINGS

- 8.01 At the time of giving notice of the annual general meeting, the secretary of the Company shall indicate the directors of the Trade Classifications and Geographical Divisions whose terms of office are expiring, and shall call for nominations for directors of the Board.
- 8.02 Nominations for directors of the Board shall be open for thirty (30) calendar days but shall close, in any event, ten (10) days before the day of the annual general meeting.
- 8.03 At the general meeting, the Secretary shall provide ballots, in paper or electronic format, to each Member of each Trade Classification and Geographic Division whose director representative on the Board are to be elected at that meeting, and shall require such ballot to be marked and returned to the secretary, who shall make certain that no Member not qualified to vote has marked a ballot, and shall, upon receiving back the marked ballots, proceed to count the same and announce the results.

ARTICLE 9 - TRADE COMMITTEES

9.01 **Composition:**

Where feasible, each Trade Classification shall have a trade committee, the chair of which shall be the director of the Board elected by such Trade Classification, and the Members of such committees shall be those appointed by the chair of that committee after consultation with such Members of the Trade Classification as they deem appropriate as being a representative of a cross-section of the Trade Classification.

9.02 **Functions:**

- (1) Each trade committee so established shall be charged with the responsibility of making submissions to the Board relating to matters which are of special concern and application to its corresponding Trade Classification.

- (2) Each trade committee so established shall be charged with the responsibility of making recommendations to the Board as to the terms of such Collective Agreements to be negotiated, including industry funds to be contained in Collective Agreements, variations in terms between geographical areas and all other matters pertaining to negotiation of such Collective Agreement(s) that may be required to enable the Board to formulate guidelines, rules and regulations respecting the negotiation of any Collective Agreement as it regards the trade committee's corresponding Trade Classification.
- (3) Each trade committee so established may make recommendations to the Board as to terms of any Collective Agreements negotiated and/or to be negotiated.
- (4) It shall be a function of each trade committee so established to ensure that full discussion and consideration is engendered within the membership of its Trade Classification relating to Collective Agreements negotiated and/or to be negotiated by the Company with respect to its Trade Classification.
- (5) It shall be a function of each trade committee so established to advise all Members of its Trade Classification of the date upon which a Collective Agreement was executed and that from such date, all Members of the Trade Classification are bound by the provisions of such Collective Agreement.

ARTICLE 10 - NEGOTIATIONS AND COLLECTIVE AGREEMENTS

- 10.01 The Company shall be restricted to sign agreements within the accredited sector. Agreements signed by the Company are binding on and behalf of those Members who have assigned their Bargaining Rights as indicated on the Application. The Company shall incorporate into each and every agreement a list of Members who are party to the Collective Agreement by way of their Application.
- 10.02 Any commitment made by the Company to a union by way of a Collective Agreement outside of the accredited area where agency has not been granted by the individual Member to the Company shall not be enforceable against the individual Member.
- 10.03 Where a Member has been granted exemption from the assignment of Bargaining Rights with respect to any portion of its employees, such Member shall, with respect to such employees, be exempt from the provisions of this Article.
- 10.04 (1) **Negotiating Committee:**
- For the purpose of conducting labour negotiations under this Article, each trade committee shall, in consultation with the Board, be entitled to appoint a negotiating committee consisting of such persons as may be decided from time-to-time. The Board may at any time replace or dismiss any member of a negotiating committee, or decrease or enlarge its size provided, however, that there shall be at least one (1) Member engaged directly in the applicable Trade Classification. Notwithstanding the provisions of this Article, and subject to a Special Directors Resolution, the Board shall be entitled to instruct a negotiating committee to meet and negotiate on such terms and conditions as set by the Board.

(2) **Guidelines, etc.:**

The Board may, with regard to any negotiations conducted hereunder, establish guidelines respecting any clauses which must be included in any agreement or specifying clauses which must not be included in any agreement and may, for this purpose, establish uniform clauses to be used in all or any negotiations within the Province of Nova Scotia and may stipulate any variations between different agreements, if any, negotiated relative to regional wage rates, fringe benefits and other monetary matters, and upon issuing such directives, any member notified thereof shall be obligated to adhere to the same and not vary the same without the written approval of the Board, and any negotiating committee so established shall be guided by, bound by, and required to carry out the provisions of any such directive, unless permission to vary the same shall be granted by the Board. In the event that any Member, person, committee, or otherwise fails to carry out the provisions of any such directive, any such Member, person, committee or entity otherwise responsible shall be subject to disciplinary measures by way of suspension or otherwise, as the Board may decide from time-to-time.

10.05 **Approval and Execution of Collective Agreements:**

- (1) No Collective Agreement shall be executed by any Member unless and until approved by the Board, and must be countersigned by at least one (1) director of the Board who is authorized to do so.
- (2)
 - a. No Collective Agreement shall be executed by or on behalf of the Company unless and until it has been approved by a majority of the Members of the Trade Classification present at a meeting of such Trade Classification called for the purpose of considering the Collective Agreement.
 - b. In order to vote the Member shall be an individual Member who has completed a bargaining authorization by its Application.
 - c. The Approval of a Collective Agreement by the Trade Classification may be waived by the Board by way of a Special Directors Resolution, if in the opinion of the Board, the Trade Classification has not acted in the best interests of the Company.
- (3) Any Collective Agreement executed in conformity with this Article shall thereupon be binding upon all the Members included in such Collective Agreement who have assigned their bargaining rights to the Company by way of an Application.
- (4) In the event that the Board shall order a vote to be taken of the Members of the Company or a Geographic Division within the Province by ballot, either sent to the Members electronically or by mail, or taken at a meeting of the Members, each Member shall be entitled to one (1) vote within the Geographic Division for which the vote is being taken.
- (5) At any Meeting to which a proposed Collective Agreement is referred, the same may be voted upon by a show of hands, or electronic poll, unless a secret ballot is required by not less than five (5) Members in Good Standing present at such meeting.

- (6) For the purposes thereof, the secretary of the Company shall, upon request of a group of Members of the Company, and prior to a meeting being called to consider a Collective Agreement, provide for that group of Members, a list of eligible voters in good standing.

ARTICLE 11 - VALIDITY OF ACTS AND PROCEDURES

- 11.01 All acts bona fide done by any meeting of the Executive, the Board, or a Committee of the Board, or by any person acting as an officer or director or representative of the Company shall, notwithstanding if it be afterwards discovered that there was some defect in the appointment of any such officer, director, or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed, and was qualified to be an officer, director or representative of the Company.
- 11.02 In the event of any question arising as to matters of procedure and rules of order, the current edition of Roberts Rules of Order Revised shall prevail in all cases to which they are applicable and in which they are not inconsistent with these Articles of Association.

ARTICLE 12 - AUDIT

- 12.01 Unless the Company is exempt from the requirements of the Act regarding the appointment and duties of an auditor in respect of a financial year, the Company shall appoint a professional accounting firm or chartered professional accountant to complete an audit or review engagement of the books and accounts of the Company. Such appointment shall be made by the Members at the annual general meeting each year, with the duties of the professional accounting firm or chartered professional accountant to be regulated in accordance with the Act.
- 12.02 The professional accounting firm or chartered professional accountant so engaged shall report and/or prepare a report to be provided to the Members at the annual general meeting.

ARTICLE 13 - COMPANY SEAL

- 13.01 The Company seal may be affixed to such Company documents as may be determined from time-to-time by the Board. The seal of the Company shall be kept in the custody of the president of the Company.
- 13.02 The Company seal shall not be affixed to any instrument, except by authority of a resolution of the Board, and in the presence of such officers of the Company as may be prescribed in and by such resolution, or if no officers are prescribed by the resolution, then in the presence of the president of the Company and one (1) director of the Board and such officers of the Company shall sign every instrument to which the Company seal is so affixed in their presence.

ARTICLE 14 - NOTICE OF MEETING

14.01 Where possible, notice of Board m eetings shall be given to the director of the Board as far ahead of the m eeting as is possible, and either by writing, telephone, email, or otherwise, as may be necessary. The failure to give such notice shall not affect in any way the validity of any Board m eeting.

ARTICLE 15 - LAW

15.01 Nothing in these Articles of Association shall be deemed or interpreted to require any person or member to do anything which is contrary to law.

ARTICLE 16 - AMENDMENT OF MEMORANDUM AND ARTICLES OF ASSOCIATION

16.01 The Memorandum and Articles of Association of the Company shall not be altered or added to except by a Special Resolution.

ARTICLE 17 - BOOKS AND RECORDS

17.01 All books and records shall be kept at the head office of the Company and shall be available for inspection upon reasonable notice by any Member at such times and on such days as shall be prescribed by the Board.

ARTICLE 18 - WINDING UP

18.01 In the event of the dissolution of the Company, its property and assets shall, after payment of all liabilities, be ratably distributed among Members in proportion to the contributions made by them during the course of their membership in the Company.

ARTICLE 19 - INDEMNITY

19.01 The Company shall indemnify each director of the Board and member of the Executive, and each employee of the Company, for any liability which shall be incurred by them by reason of the Companies business and acts done in good faith pursuant to these Articles of Association.

ARTICLE 20 - ARBITRATIONS

20.01 The Company accepts that amongst its responsibilities, it has a responsibility to represent members at arbitrations approved by the Company's arbitration committee, as authorized by the Board.

20.02 The arbitration committee shall be made up of the following:

- (1) One (1) Executive member
- (2) The representative director on the Board of the Trade Classification so affected, or where such director is involved in the arbitration, a second Executive Committee member;
- (3) President of the Company;

Mandate: To hear evidence from the Member as to the alleged infraction or infractions of the Collective Agreement in question. The arbitration committee shall decide whether the Company will represent the Member in question at an Arbitration.

The Member in question has a right of appeal at the next regularly scheduled Board meeting, provided that written notice of such appeal is given to the president of the Company, by email or registered mail, within ten (10) calendar days of the decision of the arbitration committee.

We, the several persons whose names, address and occupations are subscribed, are the subscribers to the Articles of Association:

Name	Address	Occupation
<u>Sydney Eugene Acker</u>	8 Beechwood Terr. <u>Halifax, Nova Scotia</u>	<u>General Manager</u>
<u>Chesley Medford Croft</u>	1725 Bloomingdale Terr <u>Halifax, Nova Scotia</u>	<u>President</u>
<u>Adam Steven Folk</u>	5 Broadholme Lane <u>Halifax, Nova Scotia</u>	<u>Manager</u>
<u>Wilfred Lester Giffin</u>	11 Sherbrook Drive <u>Halifax, Nova Scotia</u>	<u>Engineer</u>
<u>Frederick George Leverman</u>	1 Louise Avenue <u>Dartmouth, Nova Scotia</u>	<u>President</u>

Witness to the above signatures:

Matthew John McPherson of Herring Cove Province of Nova Scotia.

Dated at Halifax, in the Province of Nova Scotia, this twenty-eighth day of March, 1972.