



Collective Rules & Regulations

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Jan 16, 2024

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REVISION HISTORY



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Date	Summary of Changes	Author
Dec 1, 2020	Initial Rules & Regulations Document Created	Sherry W.
May 29, 2021	DISCIPLINARY POLICY & DISCIPLINARY PROCESS – a Policy and escalation process for dealing with HR issues (as per Bylaw)	Sherry W.
Aug 6, 2021	RESUBMITTING JURIED ART – Added statement to include time parameters and juror feedback	Sherry W.
Aug14, 2021	FEES - Added statement to address Gallery-derived commissions and clarify expectations	Sherry W.
Jan 22, 2022	Major revision – migrated several pages of content from Bylaws	Sherry W.
Feb 24	Minor revision to align with bylaws	Lara K.
Aug 19, 2022	Update fee table	Sherry W.
April 24, 2023	Add Insurance coverage disclaimer	Stephen P.
Dec 4, 2023	Membership categories and fees	Stephen P.
Jan 16, 2024	Minor edits; highlights added; volunteer requirement amended to three (3) shifts	Sherry W.

OVERVIEW

Route 22 Artist Collective Ltd. (the “Collective” or “Collective”) is a member-based organization that is dependent upon all members being actively engaged to meet its vision, mission, and objectives. To that end, the Collective is committed to creating a positive and supportive environment wherein artist members may learn and grow. The Collective is committed to performing day-to-day operations, performing administrative duties, conducting programs, activities, and events in a professional manner. Members are expected to fulfill all membership requirements, follow all rules and regulations, and behave in a manner that will bear the closest scrutiny.

MEMBERSHIP

Any adult may apply to join the Collective who:

- Is eighteen (18) years or older (public, full-time artist, part-time artist, aspiring artist).
- Is an Alberta resident, residing in the Town of Cochrane or one of its neighbouring communities, including:
 - Bighorn County
 - Foothills County
 - Mountain View County
 - Rocky View County
 - Stoney Nakoda Nations
 - Supports the Vision and Objectives of the Collective
 - Agrees to abide by the Code of Conduct
 - Agrees to abide by the Rules and Regulations
 - Agrees to fulfill member work-shift requirements

Membership shall consist of at least fifty percent (50%) full or part-time residents of the Town of Cochrane or one of its neighboring communities. The 50:50 membership ratio may be adjusted from time to time through a Special Resolution. See Rules and Regulations for details.



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Application for Membership

An individual shall not be admitted as a member unless he has:

- a) Made an application, with appropriate documentation, to the Collective.
- b) Been approved as a member by the Director and/or Board Members.
- c) Paid the appropriate membership fees as determined by the Collective.

Categories of Membership

The Collective has five (5) categories of membership:

1. **Full Membership** - available to any eligible person in good standing with the Collective. It includes the right to vote and the opportunity to show art in any Juried Art Display, Gift Shop Display, or other exhibit. It includes, maximum three shifts per month (shifts are between 3.5-4hrs) as determined by the Collective.
2. **Affiliate** – available to any eligible person in good standing with the Collective. It includes the opportunity to show and sell art in the Gift Shop Display and in Juried Art display, or other exhibits. It does not include the right to vote. It does not require a monthly volunteer gallery shift commitment.
3. **Employee Membership** –Employee membership is available to gallery employees, or contractors, working over 10 hours per week. Employee members may choose to pay the Full or Affiliate membership fee for the selected membership category and must pay the applicable regular commission and display fees for the chosen category. As a benefit of being employed by the gallery, Full Employee Members are not required to fulfill volunteer gallery shifts.
4. **Community Supporter Membership** – Community Supporter Membership is available to businesses and organizations. This membership category allows member businesses employees and organization members to enjoy Gallery Events and Programs at the member discount rate and to volunteer with the Collective. Community Supporter Membership has no gallery display or voting privileges.
5. **Individual Supporter Membership** – Individual Supporter membership is available to any person over 18 who wishes to support the Collective. It includes the standard member discount for Gallery Events and Programs and the right to volunteer with the Collective. It does not include voting privileges.

All above Membership categories include a 10% discount on all Gallery Events and Programs.

Rights of Members

A member in good standing is entitled to:

- a) Participate in Collective activities by following Collective rules and regulations.

Responsibilities of Members

Standards of personal conduct and member responsibilities include:

1. Reading and agreeing to abide by Code of Conduct.
2. Remitting membership application & Fee.
3. Fulfilling all required Gallery Volunteer shifts, as applicable to Membership Category.
 - a) Maximum three shifts per month (shifts are between 3.5-4hrs) for Full members.
Note: This requirement may be amended from time to time dependent upon number of Members.
4. Paying display fee(s) when due (if pass jury adjudication and/or curation).
5. Agreeing to pay required commission upon sales of your artwork/gift items.
6. Supporting the Collective mission, vision, goals, and objectives.



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7. Abiding by all Rules & Regulations, Bylaws, and Terms & Conditions.
8. Being actively engaged and participating in meetings and events.
9. Endeavoring to exhibit art in the gallery and/or giftshop at least one month per year.
10. Protecting the integrity of the Collective and promoting a positive public image.
11. Maintaining proper interpersonal relations with other members and non-Collective members when acting as a member or representative of the Collective.
12. When a person ceases to be a member by resignation or otherwise, he/she is liable for any debts owing to the Collective at the date of ceasing to be a member.
13. Members may obtain individual Insurance coverage against loss, theft, damage or destruction of their artwork while at the gallery.

*Special arrangements may be considered to accommodate Members with special circumstances. Any special arrangements must: a) be captured in writing; b) be made at the discretion of the Gallery Director, c) communicated to the Board; and d) the Member requesting the special arrangements will be required to support the Gallery by providing hours of service equivalent to gallery work shifts and submit supporting monthly timesheets to the Gallery Director.

Good Standing

A member shall be deemed to be in good standing when:

- a) Membership fees, display fees, and any other applicable fees have been paid as prescribed by the Collective.
- b) There are no outstanding fees.
- c) There are no outstanding violations of Collective rules and regulations and/or policies and procedures .

Termination of Membership

Membership in the Collective may be terminated for any of the following reasons:

- a) Non-payment of Fees - Any person who has not paid the relevant membership fee within thirty (30) days of when due, shall have his membership terminated. A person whose membership has been terminated in this manner may re-apply for membership without delay.
- b) Resignation - A member may resign from the Collective by giving written notice to any Board member who shall thereupon cause the member's name to be removed from the membership register. The effective date of resignation shall be the date that the member provides written notice. Membership fees will not be refunded. To be clear, a member who removes his/her juried art or gift shop items and/or does not fulfill work shift requirements shall have his/her name removed from the register (unless specific alternate arrangements are made in advance, and in writing, with the Gallery Director) *. Upon resignation members shall not attend meetings, be involved in committee activities/discussions, or other Collective-related issues.

*Alternate arrangements are at the sole discretion of the Gallery Director; however, the Board shall be informed that alternate arrangements have been made.

- c) Involuntary Termination of Membership - A membership may be suspended or terminated as set out in the Collective's Code of Conduct, Rules and Regulations, and or policies and procedures. An expelled member may reapply for membership after two years unless otherwise stated in the Collective's discipline record of decision.



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Temporary Leave

A member may take temporary leave from the Collective by giving written notice to any Board member who shall thereupon cause the member's name to be marked as "inactive" in the register. The effective date of leave shall be the date that the member provides written notice. A member with a membership status of "inactive" shall have their name removed from all email distribution lists, shall not attend meetings, be involved in committee activities/discussions, or other Collective-related issues.

A member's status may be changed from "inactive" to "active" upon Board approval. Once approved, the member shall arrange to fulfill missed work shift requirements (or make specific alternate arrangements, in writing, as deemed appropriate at the sole discretion of the Gallery Director).

Discipline and Appeal

A member who fails to meet his/her responsibilities to the Collective may be subject to suspension or expulsion from the Collective.

FEES

Fees are set out in the table below.

Full Artist Member	
Membership Application (/yr)	\$120 +GST annually (due Nov 30th annually, prorated @ \$10.50/month)
Juried Art Display Fee (/mo)	\$7.50 per piece up to 30"x40" (\$3.50 surcharge for oversize)
Curated Gift Shop Display Fee (/mo)	\$20 fee for unlimited items.
Commission	<ul style="list-style-type: none"> 30% Commission on all juried artwork and/or curated gift Items on display. If a customer requests and subsequently purchases artwork that was previously displayed (but not currently displayed), the artist is expected to transact the sale through the Gallery and pay 30% commission. If an artist derives a commissioned piece through the Gallery (i.e. a customer contacts an artist and commissions a custom piece), the artist is encouraged to pay a 15% commission to the Gallery (on the honor system).
Affiliate Artist Member	
Membership Application (/yr)	\$120 +GST annually (due Nov 30th annually)
Juried Art Display Fee (/mo)	\$7.50 per piece up to 30"x40" (\$3.50 surcharge for oversize)
Curated Gift Shop Display Fee (/mo)	\$20 fee for unlimited items.
Commission	<ul style="list-style-type: none"> 50% Commission on all curated gift Items on display. If a customer requests and subsequently purchases artwork that was previously displayed (but not currently displayed), the artist is expected to transact the sale through the Gallery and pay 50% commission. If an artist derives a commissioned piece through the Gallery (i.e. a customer contacts an artist and commissions a custom piece), the



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	artist is encouraged to pay a 15% commission to the Gallery (on the honor system).
Employee Member	
Membership Application	Employee's may choose either a Full or Affiliate Membership (see above for fees).
Juried Art Display Fee	\$7.50 per piece up to 30"x40" (\$3.50 surcharge for oversize).
Curated Gift Shop Display Fee	\$20 fee for unlimited items.
Commission	See Full / Affiliate above
Community Supporter	
Membership Application	\$25 +GST annually (due Nov 30th annually)
Juried Art Display Fee	Not applicable
Commission	Not applicable
Individual Supporter	
Membership Application	\$20 +GST annually (due Nov 30th annually)
Juried Art Display Fee	Not applicable
Commission	Not applicable

***Note: The Director/Gallery is not obligated to display all juried artwork or curated gift items.**

The Board of Directors may present, at any Annual General Meeting, an amended membership fee schedule for approval by the membership.

Membership fees that are not paid when due shall be deemed to be in arrears.

JURIED ART REQUIREMENTS

To have your artwork considered for display, you must be a Collective member in good standing; following the instructions for submitting juried art (see website for instructions); and, your work must meet all Gallery requirements, including:

- Submitting no more than seven (7) pieces per submission period.
 - Passing jury adjudication.
 - Being an original creation (i.e., must not be a copy, derivative, or based on the artwork of others or, in any way, an infringement of copyright.
- *Note: The Gallery reserves the right to reject submitted artwork that appears to violate copyright law
- Being available for sale (at a fair market price, as determined by the artist).
 - Not being substituted, altered, withdrawn, or having price changed after it has been accepted by Jury.
 - \$250 or more per piece

Special Requirements for Specific Categories

Specific categories of juried art must meet the criteria outlined below:

- Jewelry Requirements
 - Jewelry artists must indicate all hand-fabricated materials.
- Photography Requirements



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- Photographic artists must include: the type of archival print process used (only archival prints are accepted) plus the number and limited edition run (i.e. 3/25) along with any development/printing techniques (i.e. platinum print, Chromogenic, Daguerreotypes, etc.) and creative alterations.
- Limited Edition Requirements
 - Photographic prints and 3-D cast work (from artist's originals) are accepted for adjudication in limited editions [but will be judged by the number in the total edition to be fine art or a manufactured item]. Such work must be annotated with the limited-edition number, run and process i.e., 2/25, silver gelatine/bronze/cold cast bronze, etc. This also applies to work created on a 3-D printer.
- Hand-pulled engravings, lithographs, and etchings
 - Accepted in limited editions of not more than 100.
- 2D Requirements
 - Framed and unframed 2D artwork is accepted.
 - All 2D artwork must be equipped with d-rings and picture hanging wire.
 - Unframed edges of artwork on cradled wood and unframed gallery depth canvases must be free of paint or painted in a neutral colour, or be a continuation of the artwork.
 - Staples on gallery wrapped canvases must be on the back.
 - Artwork on paper must be finished to an archival quality.
 - Artwork on paper must be framed or adhered to a cradled panel or canvas (hanging from clips or cleats is not permitted).
 - Artwork on boards or uncradled panels must be framed.
 - Acceptable size for 2D artwork will be determined, on an individual basis, dependent on Gallery space limitations.
 - New/unique artwork display techniques may be considered on an individual basis.
- 3D Requirements
 - All 3D artwork must either fit Gallery pedestals, be accompanied by an appropriate pedestal or have adequate installation instructions.
 - Artists must make appropriate arrangements for assistance with heavy sculptures.
 - Acceptable size for 3D artwork (maximum height and width) will be determined, by facility entry dimensions.

RESUBMITTING JURIED ART

Work that has not passed Jury acceptance, may be resubmitted after six (6) months. *Note: Artists may contact the Gallery Director to request juror feedback/comments on pieces that are NOT accepted (to obtain suggestions for improvement). Requests will be approved at the Director's discretion and all feedback will be anonymous.

Work that has passed Jury acceptance, been displayed, and then picked up by the artist at end of display period, may be re-submitted and can stand as *accepted* (without re-jurying) for up to one (1) year after initial jurying. After a period of one year has elapsed (from initial jurying), the work must be resubmitted to jury. If work has been displayed twice in one year, with no successful sale, it may be resubmitted after 365 days have passed (from initial jurying) or if recalled by the Gallery Director.

GIFT ITEM REQUIREMENTS

To have your gift items considered for display, you must be a Collective member in good standing, follow the instructions for submitting gift items (see website for instructions); and, your gift items must meet all Gallery requirements, including:



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- Meeting size requirements:
 - 3D work – size limit at Director’s discretion.
 - Prints/ 2D work – size limit 20x30 (flat or rolled).
 - Framed prints – size limit up to 12x16.
- Submitting no more than twenty (20) pieces per submission period.
- Passing Director’s curation.
- Not exceeding \$249.99 in price.
- Being an original creation (i.e., must not be a copy, derivative, or based on the artwork of others or, in any way, an infringement of copyright).
- Not being substituted, altered, withdrawn, or having price changed after it has been accepted by Director.

PHOTO SPECIFICATIONS

Images taken on a cell phone are acceptable as long as the images meet the criteria described below. All images must:

- Be well-focused, well-lit and properly exposed.
 - Be on a plain or neutral background.
 - Give as close a representation as possible in terms of colour and detail.
 - Be jpg/jpeg format.
 - Not exceed 4 MB each in size.
- *Note: If you do not know how to re-size your images, please use one of the many available online (free) image-resizing applications.
- **Not** be “swapped-out” once initially submitted.

JURY

Juror terms are as follows:

- Collective Member: 6-month term.
- AB Arts Professional: 6-month term.
- Gallery Director: permanent.

JURIED ART PREPARATION REQUIREMENTS

To prepare your juried artwork for display (i.e., *after* it has been accepted by the Jury), you must:

- Ensure the work is completely dry (no tacky surface).
- Prepare the work for professional presentation*.
- Affix a label to the back of each piece (name, title, inventory number and price).
- Package the work in appropriate protective materials.
- Deliver the work to the Gallery.

***Note: If the art is not in the condition expected, it may be sent back (at the discretion of the Gallery director) or rectified by the artist.**

***Note: The Gallery is under no obligation to display all juried art. Art not displayed is not subject to display fee until hung.**

***Note: Once the display is set up, Members are not permitted to re-arrange without express consent from Gallery Director.**



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GIFT ITEM PREPARATION REQUIREMENTS

To prepare your gift items for display, (i.e., after it has been accepted/curated by Gallery Director) you must:

- Affix a label to the back of each gift item (name, inventory number, price).
*Note: if, for example, you submit 10 art cards with the same design, *intended to be sold individually*, each card must have a label with your name and its item# and price).
- Affix appropriate hardware to hanging items.
- Package your items in appropriate protective materials.
- Pack items in a secure storage bin with a lid.
- Label the bin with your name.
- Deliver the gift items to the Gallery.

*Note: If the gift items are not in the condition expected, they may be sent back (at the discretion of the Gallery director) or rectified by the artist.

*Note: The Gallery is under no obligation to display all gift items (due to limited space).

*Note: Once the display is set up, Members are not permitted to re-arrange without express consent from Gallery Director.

ARTIST PAYMENT

An effort will be made to pay artists in the month following sold art.

*Note: Artists who have had twenty dollars (\$20) in sales or more will be paid in the following month.

Insufficient sales will be carried over to the next month(s) and statements provided to the artists. Artists must be paid within 60 days of sale.

IMPROVEMENT PROCESS

The Gallery Director and Leadership Team continuously work to streamline and improve operations. Members are encouraged to submit suggestions.

***Suggestions for improvement must be submitted, in writing, to the Gallery Director. The Gallery Director will review all suggestions (in consultation with the Governing Board and/or Leadership team if deemed necessary).**

***Note: only suggestions that support the Gallery's business model will be considered for adoption/implementation). Gallery Director decisions are final.**

CONFIDENTIALITY

Members must agree to keep confidential any documented or verbal information obtained from their membership and/or work at the Gallery, now or hereafter, concerning Gallery properties, assets, business methods, circumstances leading to or surrounding any grievances. Members must not publicize or disclose such information to anyone unless advised that such disclosure is legally required.

CODE OF CONDUCT

All members must abide by the Collective's Code of Conduct (on back of Membership Application). The Code of Conduct sets out the spirit of our intent, our values and lays the foundation for us to grow and work together respectfully and collaboratively. One of the greatest risks to our long-term success is members' not living up to a high standard of behaviour; therefore, great emphasis is placed on having a positive attitude, a collaborative spirit, and a solution-oriented mindset. These personal attributes are paramount to the Collective's long-term success.

The Code of Conduct applies to:



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- All members and staff of the Collective including elected and appointed personnel.
- All Collective programs, activities, and events regardless of location.
- Any Collective programs, activities, or events in which a member is participating as a representative of the Collective, regardless of location.

To be clear, personal accountability lies with each member. The Board/Director does not have the time, energy or resources to deal with petty grievances. Therefore, a person(s) acting in a manner that is not consistent with our values, the Code of Conduct and “spirit of intent”, will be subject to disciplinary action (see details below).

CODE VIOLATIONS

Guiding Principles

The Board’s goal for the Collective is to foster a positive culture. Code violations will be addressed in a manner intended to reinforce or induce the desired behaviour or conversely, actively discourage unacceptable behaviour.

DISCIPLINARY POLICY

Members who do not adhere to behavior expectations or who do not satisfactorily perform their assignments, shall be subject to disciplinary action and/or dismissal. Disciplinary action shall range from verbal warning; reassignment or release from a position; to, immediate dismissal, depending on the seriousness of the offense.

Grounds for disciplinary action include, but are not limited to:

- Behaving in a manner contrary to the Code of Conduct.
- Not abiding by the rules & regulations.
- Not following policies and procedures.
- Not satisfactorily performing assigned duties .

Grounds for immediate termination include, but are not limited to:

- Gross misconduct or insubordination.
- Theft or misuse of Collective materials.
- Bullying, abuse or mistreating clients, staff, volunteers, or other members.
- Dishonesty.
- Use of intoxicating substances at work, being intoxicated at the gallery or other Collective-related environment.
- Insubordination.
- Discriminatory conduct towards others.
- Harassment (sexual and otherwise).
- Restructuring or economic reasons.

DISCIPLINARY PROCESS

The disciplinary process will include a rapid escalation of remedies. Progressive discipline will involve a verbal warning, typically followed by a written warning, then termination. Discretionary measures, if deemed appropriate, may include intermediation actions to fit a particular situation. Discretionary measures may include probation, lateral movement, or a change of duties to downgrade to a role with less responsibility, et al.

The Director and/or Board must aim to intervene at the first sign of a problem. When an incident occurs, the details must be recorded (using the Incident Log template) and filed in the Collective’s records. The Incident Log will serve



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as a case history to track problem situations, to track efforts to correct the problem and to develop an accurate record if progressive disciplinary measures become necessary. Decision Logs must be used to record details and provide the logic behind decisions. Decision Logs must be filed with the Collective’s records.

DISPUTE RESOLUTION

Definitions

For clarity, the following definitions will be used for dispute resolution and dealing with issues related to Code of Conduct violations and/or other breaches.

“Complainant”	is a person(s) who registers a grievance with a member of the Gallery Director.
“Conflict of Interest”	is a situation where a person can derive personal benefit from an action or decision made while in an official capacity.
“Dispute”	is a disagreement between two or more parties of the Collective members. Each party may include one or more members.
“Grievance”	is an informal or formal statement of complaint about something believed to be wrong or unjust.
“Incident Report”	is a written statement that describes an issue or activity that is a violation of the Code of Conduct.
“Respondent”	refers to the party that is the subject of a grievance, complaint, or alleged violation of the Code of Conduct.
“Self-dealing”	refers to an action or decision of a person in an official capacity that involves dealing with oneself in a private capacity and which confers a private benefit to that person.
“Statement of Grievance”	refers to a statement that describes the action that gave rise to the complaint and a description of the remedy being sought.

CONFLICT OF INTEREST

- a) Board members and other officeholders are expected to represent, with un-conflicted loyalty, the interests of the membership. This accountability supersedes the personal interests of any Board member or officeholder acting as an individual consumer of the Collective’s services.
- b) Board members and other officeholders are expected to act with honesty, integrity, and transparency.
- c) Board members and officeholders are expected to declare any personal conflicts of interest.

INTERPERSONAL RELATIONS

All members of the Collective are strictly prohibited from engaging in activities or behaviours relating to Gallery Director(s), Leadership team, other Collective members, non-members, or visitors to the gallery, including, but not limited to:

- a) Abusive language, discourtesy.
- b) Verbal, physical, or visual harassment.
- c) Bullying or taking unfair advantage.
- d) Being under the undue influence of alcohol or drugs.



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- a) Members must not use the Collective supplies or equipment for personal benefit without approval from the appropriate authority.
- b) Members are expected to seek appropriate guidance when unsure of the requirements or direction provided by a particular policy or procedure.
- c) Any member who witnesses or is made aware of a prohibited activity or behaviour must report it immediately to the Gallery Director.

DISCIPLINE AND GRIEVANCE

The Collective shall establish policies and procedures relating to the discipline or a grievance by a member. Directors shall also be subject to discipline as described herein.

POLICIES AND PROCEDURES

The Collective may, from time to time, establish policies and procedures to facilitate effective and efficient administration of the Collective. Collective policies and procedures shall align with and follow the Bylaws and Rules and Regulations.

- a) **Theft and Damage Policy**
Each artist member is responsible for obtaining insurance for the protection of their artwork while at the gallery. If an individual's artwork is lost, stolen, damaged or destroyed while in the possession of Route 22 Gallery, Route 22 Gallery, including but not limited, to members, board members or staff shall not be held responsible for the costs of repair or replacement.

GRIEVANCE PROCESS

Gallery-related complaints and concerns must be submitted, in writing, to the Gallery Director. The Director will review and consider all issues and aim to resolve/respond in a timely matter.

Upon receiving any grievance notification, the Gallery Director will review the issue to resolve/respond in a timely matter or appoint a person (Appointee) to oversee the grievance process. The Appointee shall be free from any personal connections with the complainant, or any other party involved in the matter.

Informal Action

The grievance will be addressed as follows:

- The Appointee will discuss the situation with the complainant to determine if matters can be resolved informally.
- The Appointee shall make a written record of the discussion with the complainant, the recommended corrective action(s) or the remedial action (if any).

Formal Action

The grievance will be addressed as follows:

- The Appointee may request the complainant to submit a comprehensive written statement detailing the grievance.
- The Appointee shall investigate further to ascertain all the relevant facts relating to the grievance.
- The scope of the investigation process will depend on the specific circumstances of the case.



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- If the grievance involves other persons, all stakeholders should be informed and allowed to provide their own evidence.
- The investigation is intended to establish the full facts of the grievance *before* any decision is taken.

Meeting

Upon completion of the investigation:

- The Appointee shall meet with the complainant to share the outcome of the investigation, explain relevant details to help facilitate a full understanding of the prevailing circumstances.
- The complainant is entitled to bring a companion to the meeting with the Appointee .
- The Appointee may request to engage a support person for the meeting.

Decision

Upon completion of the meeting:

- If the grievance is upheld or partially upheld, the Appointee will indicate to the claimant what action it proposes to undertake and how this will be implemented.
- The Appointee will communicate the decision to the claimant in writing.

If a positive mediated outcome is not achieved, the Gallery Director shall render a final decision that is binding on both parties. The Gallery Director *may* request assistance from the Board.

Sanctions that may be applied for one or more violations of this Code include, but are not limited to:

- a) Suspension of gallery privileges for a defined period.
- b) Suspension of the Collective membership for a defined period.
- c) Permanent expulsion from the Collective.

Decision Records

All records of the grievance/dispute and other relevant documents will be filed with the Board Secretary.

MEETINGS

The Collective shall conduct its business according to the following:

Annual General Meeting

- a) **Location and Date** - The Annual General Meeting shall be held, in the Town of Cochrane, in February each year, on a day to be determined by the Board of Directors. The date must be not more than thirty (30) days after the date on which the fiscal year of the Collective ends.
- b) **Agenda** - The agenda for the Annual General Meeting shall include:
 - Call to Order.
 - Approval of Agenda.
 - Confirmation of Quorum.
 - Adoption of Minutes from the previous Annual General Meeting.
 - Director Reports.
 - Approval of Financial Statements.
 - Election of Auditors (optional).
 - Election of Directors.



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- New Business.
- Adjournment .
- c) **Notice** - Written notice of the Annual General Meeting, including the agenda, shall be provided to all members at least twenty-one (21) days before the date of the meeting. The notice shall also include any business requiring a Special Resolution.
- d) **New Business** - Any member who wishes to place new business on the agenda must so notify the President at least fourteen (14) days before the date of the meeting. The notice must include a statement of the business to be discussed.
- e) **Chair** - The President or another Director as determined by the Board of Directors shall chair the meeting.
- f) **Quorum** - The quorum shall be twenty percent (20%) of the eligible voting members. Only members who have paid their current membership fee and are in good standing may be included in the quorum.
- g) **Failure to Reach Quorum** - The President may cancel the meeting if a quorum is not present within one-half (1/2) hour after the set time. If canceled, the meeting shall be rescheduled for one (1) week later at the same time and place or such other time and place as determined at the meeting. If a quorum is not present within one-half (1/2) hour after the set time of the **second** meeting, the meeting will proceed with the members in attendance.
- h) **Voting** - Only Full Members in good standing may cast votes. Each Full Member may cast only one vote but may also carry one proxy vote. Members who wish to provide their proxy to another member must have renewed their membership and provided written notice of their proxy to the Secretary, at least two full days in advance of the meeting.
- i) **Determination of Votes** - Votes shall be determined by a show of hands unless a recorded ballot is requested by a majority of the voting members.
- j) **Majority of Votes** - Unless it is a matter requiring a Special Resolution, a Simple Majority vote of the eligible members present shall decide each issue.
- k) **Special Resolution** - Matters to be determined by a Special Resolution shall be passed by a majority of not less than three-quarters (3/4) of the eligible voting members.
- l) **Attendance by the Public** - General Meetings of the Collective are open to the public. A majority of the members present may decide to ask any persons who are not members to leave for all or part of the meeting.
- m) **Rules of Order** - Meetings shall be conducted according to *Robert's Rules of Order* except when superseded by the Act or these Bylaws, in which case the Act or these Bylaws shall take precedence.

Special Meeting

- a) **Location** - The Collective shall hold a Special Meeting in the Town of Cochrane by following this Bylaw.
- b) **Calling a Special Meeting** - The request for a Special Meeting must state the reason and the motion(s) intended to be submitted at such Special Meeting. A Special Meeting of the members may be called at any time:
 - By a resolution of the Board of Directors.
 - At the request of a quorum of members of the Board of Directors; or
 - At the request of twenty-five percent (25%) or more members, in good standing, of the Collective.
- c) **Notice** - Written notice of the Special Meeting, including the agenda, shall be provided to all members at least twenty-one (21) days before the date of the meeting and such notice shall contain the date, time, place, and purpose of the meeting.
- d) **Agenda** - Only the matter(s) set out in the notice for the Special Meeting will be considered at the Special Meeting.



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- e) **Chair** - The President, another Director, or another person as determined by the Board of Directors shall chair the meeting.
- f) **Quorum** - The quorum shall be fifteen (15) members (as per Bylaws).
- g) **Failure to Reach Quorum** - The President may cancel the meeting if a quorum is not present within one-half (1/2) hour after the set time. If canceled, the meeting shall be rescheduled for one (1) week later at the same time and place or such other time and place as determined at the meeting. If a quorum is not present within one-half (1/2) hour after the set time of the second meeting, the meeting will proceed with the members in attendance.
- h) **Voting** - Only members in good standing may cast a vote. Each member may cast only one vote but may also carry one proxy vote.
Members who wish to provide their proxy to another member must have renewed their membership and provided written notice of their proxy to the Secretary, at least two full days in advance of the meeting.
- i) **Determination of Votes** - Votes shall be determined by a show of hands unless a recorded ballot is requested by a majority of the voting members.
- j) **Majority of Votes** - A majority of not less than three-quarters (3/4) of the eligible members shall decide each issue. Eligible members may choose to consent to a resolution, in writing, if they are unable to attend the meeting.
- k) **Attendance by the Public** - Special Meetings of the Collective are not open to the public.
- l) **Rules of Order** - All meetings of the Collective shall be conducted according to *Robert's Rules of Order* except when superseded by the Act or these Bylaws, in which case the Act or these Bylaws shall take precedence.

General "Member" Meetings

- a) **Location and Date** - General Membership meetings, when deemed necessary, shall be held in the Town of Cochrane from time to time. The meetings shall be held at such times and places as may be decided by the Board of Directors. Members are to be informed at least seven (7) days in advance of each meeting.
- b) **Chair** - The President or another Director as determined by the Board of Directors shall chair the meeting.
- c) **Quorum** - A quorum at a General Meeting shall be twenty percent of the eligible voting members.
- d) **Voting** - Only members in good standing may cast a vote. Each member may cast only one vote but may also carry one proxy vote. Members who wish to provide their proxy to another member must have renewed their membership and provided written notice to the Secretary, in advance of the meeting, regarding the assignment of their proxy.
- e) **Determination of Votes** - Votes shall be determined by a show of hands unless a recorded ballot is requested by a majority of the voting members.
- f) **Majority of Votes** - A Simple Majority vote of the eligible members present shall decide each issue.
- g) **Attendance by the Public** - General Meetings of the Collective are open to the public. However, a majority of the members present may decide to ask any persons who are not members to leave for all or part of the meeting.
- h) **Rules of Order** - General Meetings of the Association shall be conducted according to Robert's Rules of Order except when superseded by the Act or this Bylaw, in which case the Act or Bylaw shall take precedence.

"Board of Directors" Meetings

- a) **Location and Date** - Board of Directors meetings shall be held in the Town of Cochrane, generally on the second Tuesday of each month unless otherwise decided by the Board. Directors are to be informed at least seven days in advance of each meeting.



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- b) **Number of Meetings** - The Board of Directors shall generally hold meetings at least once per month and may hold additional meetings as determined from time to time.
- c) **Call of Meetings** - Meetings shall occur at the call of the President or upon request of a Simple Majority of the Directors.
- d) **Notice** - Before each meeting, the President shall provide each Director with sufficient notice of the meeting together with the agenda of the business to be transacted at the meeting.
- e) **Chair** - The President or another Director as determined by the Board of Directors shall chair the meeting.
- f) **Quorum** - Two members of the current Board of Directors shall be a quorum for a meeting of the Board of Directors.
- g) **Voting** - Voting at Board of Directors meetings shall be as follows:
 - All Directors, except the President, shall have a vote. The President shall vote only to break a tie vote.
 - Except where there exists a conflict of interest, no Director shall abstain from voting.
 - Issues shall be decided by a Simple Majority vote.
 - In the event of a tie vote, the President must cast the deciding vote.
 - Voting shall be done by a show of hands unless a majority of the Directors approve a secret ballot.
 - Only Directors in good standing may cast a vote.
 - Proxy votes are not permitted.
- h) **Attendance by Members** - Executive Meetings of the Collective are open to the members. Members may participate in the discussions only when invited to do so by the Chair. A majority of the Directors present may ask members to leave for all or part of the meeting.
- i) **Conflict of Interest** - Members shall individually or collectively identify actual or perceived conflicts of interest relating to specific issues on the agenda. Directors with conflicts of interest shall be required to recuse themselves from any discussion of these issues.
- j) **In-camera Discussions** - From time to time, it may be necessary for the Directors to discuss an issue relating to the conduct or performance of another Director, an officeholder, a member, or other sensitive matter. In such an instance, one or more persons, including Directors, will be asked to recuse himself from the meeting while the Directors undertake their discussions.
- k) **Conference Call** - A meeting of the Board may be held by video conference or conference call. Directors who participate are considered present for the meeting.
- l) **Rules of Order** - Board of Directors meetings shall be conducted according to Robert's Rules of Order except when superseded by the Act or these Bylaws, in which case the Act or these Bylaws shall take precedence.

DIRECTORS OF THE COLLECTIVE

Responsibilities

The Board of Directors is responsible for:

- a) Establishing and reinforcing the Collective mission, goals, and objectives.
- b) Establishing strategic and policy direction for the Collective.
- c) Ensuring the financial health of the Collective.
- d) Ensuring that the Collective has adequate human resources.
- e) Overseeing Collective programs and operations.
- f) Ensuring effective relations with the membership and the community.



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Accountability

The Board of Directors is accountable to the membership for fulfilling its responsibilities.

Composition

See Bylaws

Eligibility

Any person may be nominated for election as the President or a Director, who is:

- a) A member in good standing of the Collective.
- b) At least eighteen (18) years old.

A candidate seeking the position of President must be a member in good standing for at least one year before nomination.

A candidate seeking the position of Treasurer must have accounting experience as deemed adequate by the Board.

Powers

Except as otherwise provided in the Act or these Bylaws, the Board of Directors has the powers of the Collective and may delegate any of its powers, duties, and functions in the discharge of its responsibilities.

The Board of Directors shall have the authority to make financial expenditures within the overall limit established by the annual budget.

Spending Authority

The Collective shall establish a Spending Authority document. The officers listed in the spending authority:

- Must have access and visibility into the Gallery's general budget.
- May spend within their allocated budget WITHOUT seeking Board approval for each expenditure.
- Cannot assign a budget or delegate spending to another.
- All payments to artists must be approved by both the Gallery Director and the Board Treasurer
 - Written approval from President and/or Treasurer must be secured for any budget increases and/or any spending over the allocated budget.

Approving Officers

All financial payments must be approved by any two of the following: President, Treasurer, Secretary, or Gallery Director.

If any of the above positions are vacant, another Director may be designated by a Simple Majority vote of the Board of Directors.

Attendance

Board members shall endeavor to attend all Board or notify the President in advance of the meeting.

The Board of Directors may declare vacant the position of any member who is absent without explanation for two consecutive Board meetings or fails to attend meetings regularly.

Remuneration

See Bylaws.



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Board Positions

See Terms of Reference (TOR).

Acting President

The Directors shall appoint from amongst themselves, the position of Acting President to act in the absence or incapacity of the President.

Appointments

When, for any reason, a vacancy occurs on the Board of Directors, except for the Past President, the remaining directors may appoint a qualified person to fill the vacancy until the next Annual General Meeting.

Resignation

A Director may resign from the Board of Directors at any time by presenting his/her written notice of resignation to the President. This resignation shall become effective on the date that the request is approved by the Board of Directors.

Vacate Office

A Director shall be deemed to have vacated his/her position when he/she:

- a) Ceases to be a member in good standing of the Collective, or
- b) Fails to attend two consecutive meetings of the Board of Directors without reasonable cause.

Removal

A Director may be removed through a Special Resolution provided that the Director has been given sufficient notice and the opportunity to be present at such a meeting.

Conflict of Interest

Directors shall exercise their responsibilities in a manner that avoids an actual or perceived conflict of interest.

Indemnity

The Collective shall indemnify and hold harmless out of the funds of the Collective each Director from and against all claims, demands, actions, or costs which may arise or be incurred as a result of occupying the position or performing the duties of a Director unless resulting from acts of fraud, dishonesty or bad faith.

Insurance

The Collective shall purchase and maintain insurance for the benefit of its Directors as the Board of Directors may determine.



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ELECTIONS

Election of Directors

The election of Directors shall take place at the Annual General Meeting by those members present and eligible to vote.

Nominations

A person may be nominated for election, at the Annual General Meeting by:

- a) The Nominations and Elections Committee or
- b) A member from the floor.

The nomination may be made in person or in writing and must be seconded by a member present at the meeting. In either case, the nominee must consent to the nomination. If the nominee is not present, she must provide written notice of acceptance of the nomination.

Nominations and Elections Committee

The Board of Directors shall appoint a Nominations and Elections Committee to secure the appropriate nominations and to conduct the election of Directors by following this Bylaw. It shall receive nominations from the members and shall be responsible for ensuring that sufficient candidates are nominated to fill all positions. The Committee shall comprise two Directors, one of whom shall be the chair, and up to three other members. The Committee shall compile the total list of candidates for each position and prepare the ballots for use in the election. The Committee shall supervise the election, count the ballots, and announce the results. The Chair of the Committee does not vote except in the case of a tie when he shall cast the deciding vote. After the election, the Chair of the Nominations and Elections Committee shall deliver an official statement, certifying the results of the ballot count, to the Secretary.

Schedule

Nominations may be received at any time within the thirty (30) days up to and including the date of the Annual General Meeting. Nominees must attend the Annual General Meeting or provide acceptance of their nomination in writing. Nominations made before the notice of the Annual General Meeting shall be included in the notice of the Annual General Meeting. Elections shall be held at the Annual General Meeting. The newly elected Board of Directors shall take office after the Annual General Meeting.

Order of Elections

Directors shall be elected in the following order:

- a) President
- b) Secretary
- c) Treasurer

Generally, the President and Treasurer will be elected one year, and the Secretary (and any remaining member(s)) will be elected the following year. Should no candidates step forward for election, the existing officer(s) may remain in place until the next Annual General Meeting.



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Voting

Only members in good standing may cast votes and there shall be only one voting member per family. Eligible members may carry one proxy.

Members who wish to provide their proxy to another member must have renewed their membership and provided written notice of their proxy to the Secretary, at least two full days in advance of the meeting.

Determination of Votes

Voting shall be by recorded ballot unless otherwise determined by the eligible members present.

Majority of Votes

A Simple Majority of eligible members present shall decide each election.

Term

All Board members shall be elected for a term of up to two (2) years. Directors may serve only two consecutive two-year terms as a director*. After completing two two-year terms in office, the Director must sit out one year before being eligible to sit on the Board again.

*If no other eligible candidate puts their name forward, the existing Director(s) may remain in place until the next Annual General Meeting.

COMMITTEES

Standing Committees

The Board of Directors may establish Standing Committees, as required, to assist the Directors in the delivery of their responsibilities. All committees shall keep the Board of Directors informed about their work. All work shall align with the overall vision, mission and objectives of the Collective.

Ad hoc Committees

The Board of Directors may establish ad-hoc committees, from time to time, to address specific tasks.

Terms of Reference

The Board of Directors shall establish terms of rules and regulations, reference and/or operating procedures for all committees.

Appointment and Removal

The Board of Directors shall appoint the members to a committee and may also remove committee members at its discretion.

Vacancy

When a vacancy occurs on any committee, the Board of Directors may appoint a qualified person to fill the vacancy for the remainder of the position's term.



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No Remuneration

All members of committees shall serve without remuneration and by following the Collective's policies and procedures.

President Ex-officio

The President shall be an ex-officio (non-voting) member of all committees of the Collective.

GENERAL FUNCTIONS

Seal

The Collective shall have a Seal such to be placed in the presence of at least two of the Directors of the Collective or by such person or persons as the Board of Directors shall approve by resolution.

Fiscal Year

The fiscal year of the Collective is the calendar year (from January 1 to December 31) unless otherwise determined by a resolution at an Annual Executive Meeting.

Notice

In these Bylaws, the number of days specified for giving notice shall mean total days, irrespective of weekends or holidays.

Error of Notice

The accidental omission to give notice of a meeting of the Board of Directors or the members, the failure of any Director or member to receive notice, or an error in any notice, which does not affect its substance, shall not invalidate any action taken at the meeting.

Financial Institution

All monies received by or on behalf of the Collective shall be deposited in the Collective's bank account in trust for the Collective, which shall be a financial institution insured by the Canada Deposit Insurance Corporation within the Town of Cochrane.

Execution of Agreements

One or more persons authorized to do so by resolution of the Board of Directors shall sign any written agreement completed in the name of the Collective.

Borrowing

The Collective may borrow funds upon such terms and conditions as the membership may determine by a Special Resolution.



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Books and Records

The Collective shall ensure that all books and records required under the Act, these Bylaws, or any other statute or law are regularly and properly kept.

Any Member may inspect the books and records of the Collective at a reasonable time to be arranged between the member and the Treasurer.

Audit

As per the bylaws, the books, accounts, and records of the secretary and treasurer, shall be reviewed at least one (1) time per year by a duly qualified accountant or by two (2) members of the Collective, elected for that purpose, at the Annual General Meeting or appointed by the Board if a vacancy requires an appointment. The fiscal year for the Collective shall be the calendar year ending December 31.

Financial Statements

At each Annual General Meeting, an annual statement shall be presented to the members for inspection. This shall consist of:

- a) The assets and liabilities of the Collective in the form of a balance sheet; and
- b) An income and expense statement of the Collective since the date of incorporation or date of the previous financial statement and signed by the duly qualified accountant or by two (2) appointed members other than the Treasurer.

Insurance

The Collective shall provide liability insurance for the gallery, Collective-sponsored workshops, and other events. The Collective will provide proof of liability insurance, as necessary when hosting off-site events. Gallery exhibitors are responsible to secure insurance for their artwork.

DISSOLUTION

Special Resolution

The Collective may be dissolved only through a Special Resolution.

Remaining Assets

Upon the dissolution of the Collective, any funds or assets remaining after paying all debts shall be distributed to an organization of similar purpose and intent as determined by the Collective.

Revisions Approved: Jan 16, 2024
By Board of Directors & Gallery Director