



NORTHERN CALIFORNIA GLASS MANAGEMENT ASSOCIATION

OFFICIAL ASSOCIATION BYLAWS

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0. Code of Ethics

A member of the Northern California Glass Management Association promises:

- a. To conduct himself or herself in a manner so that, through example and practice, he or she will tend to have an uplifting influence on the industry;
- b. To faithfully perform all contracts as specified;
- c. To abstain from all unfair methods in competition such as bad faith, deception, bribery, fraud and labor piracy;
- d. To do all things necessary to further a spirit of harmony and cooperation among members of the Association.

1. Association Information

1.1 Name

The name of this corporation is Northern California Glass Management Association. The corporation shall be referred to herein as “the Association.”

1.2 Principal Office

The principal office for the transaction of the activities and affairs of the Association is located at P.O. Box 4068, Walnut Creek, California 94596. The Board of Directors may change the location of the principal office of the Association. Any such change must be noted by the Secretary on these Bylaws; alternatively, this Section may be amended to state the new location.

1.3 Purpose

The Association is a non-profit mutual benefit corporation organized under the California Nonprofit Mutual Benefit Corporation Law. The purpose of the Association is to promote the general economic welfare of its members and improve the business of glazing by:

- a. Promoting a boarder and friendlier relationship among those engaged in the glazing industry and for general mutual benefit;
- b. Promoting and developing the glazing industry;
- c. Procuring uniformity in materials;
- d. Discouraging unfair competition;
- e. Promoting and maintaining a high standard of business ethics and conduct in dealings among its members, and with others engaged in similar or allied trades;
- f. Furthering positive union-management relations;
- g. Associating and conferring with other bodies for mutual protection;
- h. Engaging in any lawful act or activity for which a corporation may be organized under such law;
- i. Negotiating and administering collective bargaining agreements. To act as collective bargaining agent for member employers in the glazing industry in the Northern California Area;
- j. Assisting in the prevention and resolution of disputes;
- k. Providing a resource to assist in understanding and complying with labor agreements, various labor and employment laws;
- l. Providing employer representation on labor-management committees and trusts;
- m. Enhancing operating effectiveness and profitability through programs and seminars.

The Association shall exercise and possess all powers, rights and privileges necessary or incidental to the purposes for which the Association is organized or to the activities in which it is engaged, including the right to make and enforce contracts or assert any rights thereunder on behalf of its members acting through the Association, and including any rights, powers and privileges granted by the laws of the State of California to nonprofit corporations. Despite any other provision of these Bylaws, the Association shall not, except to an insubstantial degree, engage in any activities or exercise any powers that do not further the purpose of this corporation.

2. Membership

2.1 Classifications

The Association shall be composed of three classes of membership: Active, Inactive, and Honorary.

2.2 Active Member

Active membership shall consist of licensed contractor firms whose major business is glazing or other construction-related activities that have filled out an Active member application which was approved by the Board of Directors. Active membership may also be extended to other businesses who employ glaziers, subject to Board approval. Active members may appoint individuals as representatives. Active members shall have the right to vote, as set forth in these Bylaws, on the election of Directors, on the disposition of all or substantially all of the assets of the Association, on any merger and its principal terms and any amendment of those terms, and in any election to dissolve the Association. In addition, those members shall have all rights afforded under the California Nonprofit Mutual Benefit Corporation.

2.2.1 Vote

Only Active members shall have the right to serve on the Board of Directors.

2.2.2 Labor Relations

a. CBA

Active members must be bound by a current collective bargaining agreement with District Council of Glaziers No. 16 or a successor organization ("Union") and designate the Association as its representative for collective bargaining purposes with the Union. Any member who revokes its bargaining authorization from the Association may elect to be an inactive member in the Association effective with the last day of the calendar month in which the revocation letter is received.

b. Authority of Association

All contractors who are now or who hereafter become members of the Association authorize the Association to negotiate and execute collective bargaining agreements on their behalf with District Council 16 International Union of Painters and Allied Trades (the "Union"). Members of the Association further agree not to engage in individual negotiations with representatives of the Union and agree not to make statements to the Union or the public which are inconsistent with, or which may tend to undermine, the collective bargaining positions taken by representatives of the Association. The Association is authorized to adopt and put into practice policies, programs, and procedures that will effectively represent the interests of its members in collective bargaining and contract administration on a multi-employer or coordinated basis.

c. Negotiations

In order to preserve the integrity of the multiemployer bargaining unit, each member of the Association agrees to regard a strike or picketing against one or more members of the Association as a strike against all members of the

Association. Each member further agrees to take all actions directed by the Association in connection with the collective bargaining negotiations or any labor dispute, including but not limited to, suspending operations, locking out employees or operating under strike conditions.

Sufficiently prior to the expiration of a collective bargaining agreement, the Association President shall select a Negotiation Committee to represent the members of the Association. The President shall take into account the geographic locations and market segments of its members in selecting a Negotiation Committee.

d. Member Input

Prior to the commencement of negotiations, the Negotiation Committee will formally seek input from the entire Active membership of the Association regarding matters subject to negotiations with the Union.

e. Board Approval

The Negotiation Committee shall negotiate a tentative collective bargaining agreement on behalf of the Association. Once the Negotiation Committee has negotiated a tentative collective bargaining agreement it shall present the tentative agreement to the Board of Directors which shall either approve or reject the agreement. Should the Negotiation Committee negotiate a proposed collective bargaining agreement that includes a last best and final offer, the Committee will not be required to present it to the Board of Directors for approval or rejection.

f. Communications to Members

After approval of a collective bargaining agreement by the Board of Directors, a special communication shall be sent about details summarizing the outcome of negotiations to membership via any means that the Board determines from time to time.

g. Interim Agreements

Each member of the Association recognizes and expressly agrees that it will not enter into, nor attempt to negotiate, any interim agreement with the Union, which agreement establishes terms and conditions of employment, pending the outcome of the negotiations between the Association and the Union. Each member recognizes and expressly agrees that such interim agreements would cause irreparable harm and fragmentation of the Association, and, therefore, each member hereby expressly and unequivocally waives any right which it may have under the National Labor Relations Act to negotiate or enter into such interim agreements.

If any member of the Association violates any of the promises or undertakings set forth in this Article, the Association may obtain injunctive relief from a court of competent jurisdiction. If the Association prevails in any such legal proceeding, the member against whom the injunction is entered shall pay the costs, expenses and reasonable attorneys' fees incurred by the Association in prosecuting such an action.

In addition to the Association's right to obtain injunctive relief, the Association may submit to arbitration, in accordance with the applicable arbitration rules of JAMS (Judicial Arbitration and Mediation Services), any claim that it and/or the individual members of the Association have suffered damages as a result of the actions of the defaulting member. For this purpose, each member of the

Association hereby assigns to the Association all rights to recover damages as a result of the actions of the defaulting member of the Association. The arbitrator shall have the authority to determine the amount of damages suffered by the Association and each member of the Association. If the defaulting member is ordered to pay damages to the Association and/or its individual members, the Association shall also recover its costs, expenses and reasonable attorneys' fees incurred in the arbitration proceeding.

2.2.3 Dues

Each Active member must pay, within the time and on the conditions set by the Board, the dues, fees, and assessments in amounts to be fixed from time to time by the Board.

2.2.4 Good Standing

An Active member must maintain an account in good standing with the collectively bargained trust funds. An Active member will be deemed in violation of this provision when it is unable to reach a good-faith settlement of a delinquency dispute within sixty (60) days of receipt of a proposed written resolution from the trust funds following an audit review by the Members and designated trust official(s).

2.3 Inactive Member

Inactive membership shall consist of licensed contractor firms whose major business is glazing or other construction-related activities. Inactive members shall be bound by a current collective bargaining agreement with District Council of Glaziers No. 16 or a successor organization ("Union") but does not designate the Association as its representative for collective bargaining purposes with the Union. Inactive members shall not be entitled to vote.

2.4 Honorary Member

Honorary membership shall consist of owners of union signatory glazing contractors who have retired from the industry. Honorary members shall not be entitled to vote.

2.5 Membership Application

Application for membership shall be made in writing on forms provided by the Association. The application shall contain but not be limited to the applicant's name in full and place of business, together with all other information necessary to comply with these Bylaws, and as directed by the Board of Directors. The application of an Active member or an Honorary member shall contain a provision to the effect that applicant agrees to be bound by and comply with the provisions of the Bylaws and must be signed by the individual owner or representative of the applicant on behalf of his or her company.

2.5.1 Approval

All applications shall be presented to the full Board of Directors by the Director of Labor Relations for approval. The board may request additional information from the applicant if it feels that such additional information is needed to make an informed decision about membership. Once the Board makes a determination regarding an application, the Secretary will inform the applicant of its membership status.

2.6 No Transfer or Membership

Membership in the Association shall not be transferable or assignable. All membership rights cease on the member's death or dissolution. The exchange of membership in the Association for membership in any association which may result from a merger or consolidation of the Association with one or more other associations shall not be deemed a transfer or assignment.

2.7 Members in Good Standing

Member firms who have an approved Active member application on file and have paid the required dues, fees and assessments in accordance with these Bylaws and who are not suspended shall be members in good standing. An Active member must maintain an account in good standing with the collectively bargained trust funds. An Active member will be deemed in violation of this provision when it is unable to reach a good-faith settlement of a delinquency dispute within sixty (60) days of receipt of a proposed written resolution from the trust funds following an audit review by the Members and designated trust official(s).

2.8 Resignation from Membership

A member firm may resign membership in the Association at any time by informing the Secretary of the resignation. The resignation shall be effective on the last day of the month during which the resignation is received; provided, however, that if a resignation is received after the start of formal negotiations with the Union, the resignation will not be effective until the Association and the Union have ratified and signed a new Master Labor Agreement. Upon resignation, expulsion or death of a member, his or her interest in the Association and its property shall cease, and the title thereof shall be vested absolutely in the Association. Active membership shall cease at such time as the Board of Directors determines that the member is no longer compliant with these Bylaws.

2.9 Suspension/Termination of Membership

A member may be suspended or terminated based on good faith determination by the Board, or a committee or persons authorized by the Board to make such determination that the member has failed in a material and serious degree to observe the Association's rules of conduct or has engaged in conduct materially and seriously prejudicial to the Association's purposes and interests. The member's failure to pay dues, fees or assessments as set by the Board within 60 days after they are due and payable may be terminated. An Active member must maintain an account in good standing with the collectively bargained trust funds. An Active member will be deemed in violation of this provision when it is unable to reach a good-faith settlement of a delinquency dispute within sixty (60) days of receipt of a proposed written resolution from the trust funds following an audit review by the Members and designated trust official(s). A firm whose membership is suspended shall not be a member during the period of suspension and will have no voice or vote in the deliberations of the Association. A suspended member may petition the Board to reconsider the suspension.

2.9.1 Procedure for Suspension or Termination

If grounds appear to exist for suspending or terminating under Article 2, Sections 8 and 9, the following procedures shall be followed:

- a. The Board shall give the member at least fifteen (15) days prior notice of the proposed suspension or termination and the reasons for the proposed suspension or termination. Notice shall be given by any method reasonably calculated to provide actual notice. Notice given by mail shall be sent by first class or registered mail to the member's last address or by email as shown on the Association's records.
- b. The member shall be given an opportunity to be heard, either orally or in writing, at least five (5) days before the effective date of the proposed suspension or termination. The hearing shall be held, or the written or electronic statement considered, by the Board or by a committee or person authorized by the Board to determine whether the suspension or termination should occur.
- c. The Board, committee or person shall decide whether the member should be suspended, expelled, or sanctioned in any way. The decision of the Board, committee or person shall be final.
- d. Any action challenging an expulsion, suspension or termination of membership, including a claim alleging defective notice, must commence within one (1) year after the date of the expulsion, termination or suspension.

3. Meeting of Members

3.1 Annual Meeting

An annual meeting of the members shall be held on a date determined by the Board of Directors. If the scheduled date falls on a legal holiday, the meetings shall be held on the next full business day. At the meeting, Directors shall be elected, and other proper business may be transacted, subject to Article 3, sections 6-8 of these Bylaws.

3.2 Place of Meeting

Meetings of the members shall be held at any place within or outside California designated by the Board or by the written or electronic communication consent of all members entitled to vote at the meeting, given before or after the meeting. In the absence of any designation, members' meetings shall be held at the Association's principal office.

3.3 Special Meeting

The Board, or the President or five (5) percent or more of the members may call a special meeting of the members for any lawful purpose at any time.

3.4 Calling Special Meetings

A special meeting call by any person entitled to call a meeting (other than the Board) shall be called by written or electronic communication request, specifying the general nature of the business proposed to be transacted and submitted to the President or any Vice-President, or the Secretary of the Association. The officer receiving the request shall cause notice to be given promptly to the members entitled to vote, stating that a meeting will be held at a specified time and date fixed by the Board, provided, however, that the meeting date shall be at least thirty-five (35) but no more than ninety (90) days after receipt of the request. If the notice is not given at least twenty (20) days after the request is received, the person or persons requesting the meeting may give the notice. Nothing in this section shall be construed as limiting, fixing or affecting the time at which a meeting of members may be held when the meeting is called by the Board.

3.5 Proper Business of Special Meeting

No business, other than the business stated in said notice, shall be transacted during the special meeting.

3.6 General Notice Requirements

Whenever members are required or permitted to take any action at a meeting, a written or electronic notice of the meeting shall be given under Article 3, Section 8 to each member entitled to vote at the meeting. The notice shall specify the place, date and hour of the meeting. For the annual meeting, the notice shall state the matters which the Board, at the time notice is given, intends to present for action by the members. For a special meeting, the notice shall state the general nature of the business to be transacted and shall state that no other business may be transacted. The notice of any meeting at which Directors are to be elected shall include the names of all persons who are nominees when notice is given.

3.7 Notice of Certain Agenda Items

Approval by members of any of the following proposals, other than by unanimous approval of those entitled to vote, is valid only if the notice or written or electronic waiver of notice states the general nature of the proposal(s);

- a. Removing a director without cause;
- b. Filling vacancies on the Board;
- c. Amending the Articles of Incorporation;
- d. Electing to wind up or dissolve the Association;
- e. Approving a contract or transaction between the Association and one or more Directors, or between the Association and any entity in which a Director has a material financial interest; or
- f. Approving a plan of distribution of assets, other than money, not in accordance with liquidation rights of any class or classes as specified in the Articles or Bylaws, when the Association is in the process of winding up.

3.8 Manner of Giving Notice

Notice of any meeting of members shall be in writing or electronic communication and shall be given at least ten (10) but no more than ninety (90) days before the meeting date. The notice shall be given either personally, electronically, or by first class, registered or certified mail, or by other means of written communication, charges prepaid, and shall be addressed to each member entitled to vote at the address of that member as it appears on the books of the Association or at the address given by the member to the Association for purposes of notice. If no address appears on the Association's books and no address has been so given, notice shall be deemed to have been given if either is sent to that member by written communication or electronically or notice is provided at least once in the Association's website or any other form of written or electronic communications provided to the general membership.

3.9 Affidavit of Mailing Notice

An affidavit of the mailing of an notice of any members' meeting, or of the giving of such notify by other means, may be executed by the Secretary, Assistant Secretary, or any transfer agent of the Association, and if so executed, shall be filed and maintained with the Association's minutes.

3.10 Quorum

A quorum for the transaction of business at any meeting of members, whether in person or by proxy, shall not be less than four (4) Active members of the Association in good standing therein. If, however, the attendance at any general meeting is less than one-third of the Active members of the Association, the members may vote only on matters as to which notice of their general nature was given. Except as otherwise

required by these Bylaws, the members present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment, despite the withdrawal of some members to leave less than a quorum, provided that any action taken (other than adjournment) is approved by at least a majority of the number of members that constitutes a quorum.

3.11 Address

Upon becoming a member of the Association, each member shall provide the Secretary with the member's phone number, mailing and email address. Said address shall be deemed to be the address of the member for all purposes until written notice of change is deposited by the member with the Secretary of the Association.

3.12 Election of Directors

Election of Directors will be held at the annual meeting of members.

4. Voting of Members

4.1 Active Members

Each Active member in good standing shall be entitled to one vote on each matter submitted to a vote of the general membership.

4.2 Inactive Members

Inactive members shall not be entitled to vote.

4.3 Honorary Members

Honorary members shall not be entitled to vote.

4.4 Manner of Voting

Voting may be by voice or by electronic ballot, except that any election of Directors must be by ballot if demanded before the voting begins by any member at the meeting.

4.5 Approval by Majority Vote

If a quorum is present, the affirmative vote of a majority of the voting power represented at the meeting, entitled to vote and voting on any matter, shall be deemed the act of the members unless the vote of a greater number, or voting by classes, is required by the California Nonprofit Mutual Benefit Corporation Law or by the Articles of Incorporation.

4.6 Waiver of Notice or Consent

The transactions of any meeting of members, however called or noticed and wherever held, shall be as valid as though taken at a meeting duly held after standard call and notice, if (1) a quorum is present either in person or by proxy, and (2) either before or after the meeting each member entitled to vote, not present in person or by proxy, signs a written waiver of notice a consent to the holding of the meeting, or an approval of the minutes of the meeting. The waiver of notice, consent, or approval need not specify either the purpose of the meeting or business to be transacted except that, if action is taken or proposed to be taken for approval of any matter specified in Article 3, Section 7 of these Bylaws, the waiver of notice, consent or approval shall state the general nature of the proposal. All such waivers, consents, and approvals of the minutes shall be filed with the corporate records or made a part of the minutes of the meeting.

4.7 Attendance as Waiver

A member's attendance at a meeting shall also constitute a waiver of notice of and presence at that meeting unless the member objects at the beginning of the meeting to the transaction of any business because the meeting was not lawfully called or convened. Attendance at a meeting is not a waiver of any right to object to the

consideration of any matters required to be included in the notice of the meeting but not so included, if that objection is expressly made at the meeting.

4.8 Action Without a Meeting

Any action required or permitted to be taken by the members may be taken without a meeting, if all members individually or collectively consent in writing or electronic communication to that action. Any action by written consent shall have the same force and effect as a unanimous vote of the Board of Directors. All written consents shall be filed with the minutes of the proceedings.

4.9 Voting by Proxy

Each member entitled to vote shall have the right to do so either in person or by one or more agents authorized by a written proxy, signed by the person and filed with the Secretary of the Association. A proxy shall be deemed signed if the member's name is placed on the proxy by the member or the member's attorney-in-fact, whether by written or electronic communications, facsimile transmission, or otherwise.

4.10 Subject Matter of Proxy to be Stated

Any revocable proxy covering matters for which a vote of the members is required shall not be valid unless the proxy sets forth the general nature of the matter to be voted on. Such matters include amendments to the Articles of Incorporation; amendments to the Bylaws changing proxy rights; removal of Directors without cause; filling vacancies on the Board of Directors; the sale, lease, exchange, conveyance, transfer, or other disposition of all or substantially all corporate assets unless the transaction is in the usual and regular course of the Association's activities; the principal terms of a merger or the amendment of a merger agreement; or the election to dissolve the Association; contracts or transactions between the Association and one or more Directors or between the Association and an entity in which a Director has a material financial interest; a plan of distribution of assets other than money to members when the Association is in the process of winding up, when the distributions is not in accordance with liquidation rights of any class or classes.

4.11 Adjournment to Another Time or Place

Any members' meeting, whether a quorum is present or not, may be adjourned by a majority of the Directors present to another time or place. No meeting may be adjourned for more than 45 days.

4.12 Notice of Adjourned Meeting

When a members' meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which adjournment is taken. If after adjournment a new record date is fixed for notice or voting, a notice of the adjourned meeting shall be given to each member who, on the record date for notice of the meeting, is entitled to vote at the meeting. At the adjourned meeting, the Association may transact any business that might have been transacted at the original meeting.

4.13 Record Date for Notice, Voting and Other Board Action

The Board of Directors may fix a record date for purposes of establishing the members entitled to receive notice of any meeting, entitled to vote at any meeting, entitled to vote by written ballot or entitled to exercise of any rights in any lawful action. The record date fixed for

- a.** Sending notice of a meeting shall be no more than 90 nor less than 10 days before the date of the meeting;
- b.** Voting at a meeting shall be no more than 60 days before the date of the meeting;
- c.** Voting by written ballot shall be no more than 60 days before the day on which the first written ballot is mailed or solicited; and
- d.** Taking any other action shall be no more than 60 days before that action.

5. Responsibilities and Obligations of and to Members

5.1 Agreement to Abide by Association Rules and Decisions

Each member agrees to abide by all decisions and rulings of the Board of Directors.

5.2 Membership Dues

The Board of Directors shall determine the amount of membership dues, if any. Each member agrees to pay all membership dues fixed by the Board.

5.2.1 Delinquency

Any member refusing or neglecting to pay his or her membership fee and dues within sixty (60) days after the same are due, shall be deemed delinquent and shall not be entitled to vote or receive any other privileges of the Association. The Board of Directors may direct that such member may continue to receive the Association services, but the Active member's right to cast a vote may be restored only upon payment of all monies due. Non-payment of dues and assessments shall constitute grounds for expulsion. Should the Association be required to engage counsel to collect delinquent dues, the Association shall be entitled to recover its reasonable attorney's fees incurred in doing so.

5.3 Payment of Dues upon Registration

Any member of the Association who is in good standing may resign from membership by written or electronic resignation transmitted return receipt requested to the Secretary. The resignation shall include a check for payment of all outstanding dues and special assessments. The resignation shall be on the last day of the month during which the resignation is received. All interest, if any, of the resigning member in the funds and/or assets of the Association shall be terminated upon the effective date of the resignation.

5.4 Liability

No member shall be personally liable to creditors of the Association.

6. Board of Directors

6.1 Powers of the Board

Subject to the provisions and limitations of the California Nonprofit Mutual Benefit Corporation Law and any other applicable laws, and subject to any limitations in the Articles of Incorporation and these Bylaws relating to action required to be approved by the members, the Association's activities and affairs shall be managed, and all corporate powers shall be exercised by or under the direction of the Board of Directors. The Board shall have full power to:

- a. Act and to bind the Association;
- b. Control the Association's property;
- c. Conduct the Association's affairs in all ways in all matters not specifically forbidden by the Articles of Incorporation, these Bylaws, or the laws of the State of California;
- d. Recommend rules and regulations to supplement these Bylaws, to be approved by a majority of the Active Members entitled to vote at a regularly scheduled meeting of the Active Membership;
- e. Employ such assistance as the Board may require; and
- f. Do such other acts necessary to conduct the affairs of the Association in a proper lawful manner.

6.2 Number of Directors

The authorized number of Directors shall be nine (9), until changed by amendment to this bylaw adopted by the vote or written/electronic consent of a majority of the members entitled to vote. Each of the Directors shall be an employee or owner of an Active member in good standing.

6.3 Alternate Directors

The Association may also elect up to five (5) Alternate Directors. The Alternate Directors shall be employees or owners of Active members in good standing. The Alternate Directors shall be nominated and under the same guidelines as regular Board members. Alternate Directors may attend meetings of the Board of Directors but shall be entitled to vote only in the event that a quorum of the Board is not present. In the event of a vacancy on the Board, the Board shall select one of the Alternate Directors to fill the vacancy for the remainder of the term.

6.4 Nominations by Committee

The chairman of the Board or if none, the President shall appoint four (4) Directors to serve on the Northern California Allied Trades (NCAT) Governance Committee to nominate qualified candidates for election to the Board. The committee shall make its report of qualified candidates who have consented to be nominated at least thirty (30) days before the date of the election or at such other time as the Board may set. In the same report, the committee will make recommendations for the Association officers and representatives on the NCAT Board. The Secretary shall forward to each member with the notice of the meeting

required by these Bylaws, a list of all candidates nominated by the committee.

6.5 Nominations by Members

Any member may nominate a candidate(s) for Director by providing the Secretary with a written request to nominate at least thirty (30) days preceding the election. Candidates nominated by Members must also be sponsored by at least one member of the Board of Directors. On timely receipt of the request and confirmation of sponsorship, the Secretary shall cause the names of the candidate(s) named in the request to be placed on the ballot along with the names of the candidates chosen by the NCAT Governance committee.

6.6 Election and Term of Office of Directors

All members of the Board of Directors shall be elected at the Annual meeting of the members to hold office for three years. However, if Directors are not elected at an Annual meeting, they may be elected at any special member's meeting held for that purpose. All elections shall be by ballot, and those members receiving the highest votes for the office shall be declared elected. There shall not be cumulative voting. A member shall serve no more than three consecutive terms.

6.7 Vacancies

A vacancy in the Board of Directors shall be deemed to exist:

(1) if a Director dies, resigns, or is removed by the members; (2) if the Board of Directors declares vacant the office of a Director who has been convicted of a felony or declared of unsound mind by court order or, if the Association holds assets in charitable trust, found by a final order or judgment of any court to have breached a duty arising under California Corporations Code § 7238; (3) the vote of the members or, if the Association has fewer than fifty (50) members, the vote of a majority of all members, to remove any Director(s); (4) if the authorized number of Directors is increased; or (5) a failure of the members, at any meeting of members at which any Director or Directors are to be elected, to elect the number of Directors required to be elected at that meeting.

6.8 Filling Vacancies

Except for a vacancy created by a removal of a Director by the members, a vacancy on the Board may be filled by approval of the Board or, if the number of Directors then in office is less than a quorum, by (1) unanimous written or electronic consent of the Directors then in office, (2) the affirmative vote of a majority of the Directors then in office at a meeting held according to notice or waivers of notice pursuant to Corporations Code 7211, or (3) a sole remaining Director. The members may elect a Director or Directors at any time to fill any vacancy or vacancies not filled by the Directors.

6.9 Resignation of Directors

Any Director may resign effective on giving written or electronic notice to the Chairman of the Board, the President, the Secretary, or the Board of Directors, unless the notice specifies a later effective date. If the resignation is effective at a future time, the Board may elect a successor to take office when the resignation becomes effective.

6.10 Removal of Directors

Any Director may be removed, with or without cause, by the vote of the majority of the members of the entire Board of Directors at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and of the removal questions are given as provided in Article 6, Sections 5, 7, and 9. Any vacancy caused by the removal of a Director shall be filled as provided in Article 6, Sections 2 and 4.

6.11 Place of Meetings; Conference Call Meetings

Regular meetings of the Board of Directors may be held at any place within or outside the State of California as designated from time to time by the Board. In the absence of a designation, regular meetings shall be held at the principal executive office of the Association. Members of the Board of Directors may participate in a meeting by means of conference telephone, video teleconference or similar communications equipment whereby all Board members participating in the meeting can hear and/or each other. Participation in a meeting in such a manner shall constitute presence in person at such meeting. Approval by a majority of the Board members shall constitute official action.

6.12 Annual Directors' Meeting

Immediately after each meeting of the members, the Board shall hold a general meeting. The same place, or at any other place that has been designated by the Board of Directors, to consider matters of organization, election of officers, and other business as desired. Notice of this meeting shall not be required unless some place other than the meeting of the members has been designated.

6.13 Action Without a Meeting

Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all members of the Board of Directors shall individually or collectively consent in writing or electronically to that action. Any action by written or electronic consent shall have the same force and effect as a unanimous vote of the Board of Directors. All written or electronic consents shall be filed with the minutes of the proceedings of the Board of Directors.

6.14 Special Meetings

Special meetings of the Board of Directors may be called for any purpose or purposes at any time by the Chairman of the Board, the President, any Vice-President, the Secretary, or any two Directors. Special meetings of the Board shall be held at any place within or outside the State of California designated in the notice of the meeting, or if the notice does not state a place or if there is no notice, at the principal executive office of the Association. Any meeting, regular or special, may be held by conference telephone, video teleconference or similar communication equipment, provided that all Directors participating can hear and/or see one another.

Special meetings shall be held on four (4) days' notice by mail or forty-eight (48) hours' notice delivered personally or by telephone, including a voice messaging system or other system or technology designed to record and communicate messages, facsimile, or electronic mail. Oral notice given personally or by telephone may be transmitted either to the Director or to a person at the Director's office who can reasonably be expected to communicate it promptly to the Director. Written notice, if

used, shall be addressed to each Director at the address shown on the Association's records. The notice need not specify the purpose of the meeting, nor need it specify the place if the meeting is to be held at the principal executive office of the Association.

6.15 Waiver of Notice

Notice of a meeting, although otherwise required, need not be given to any Director who (i) either before or after the meeting signs a waiver of notice or a consent to holding the meeting without being given notice; (ii) signs an approval of the minutes of the meeting; or (iii) attends the meeting without protesting the lack of notice before or at the beginning of the meeting. Waivers of notice or consents need not specify the purpose of the meeting. All waivers, consents, and approvals of the minutes shall be filed with the corporate records or made a part of the minutes of the meeting.

6.16 Adjournment to Another Time or Place

Whether or not a quorum is present, a majority of the Directors present may adjourn any meeting to another time or place.

6.17 Notice of Adjourned Meeting

Notice of the time and place of resuming a meeting that has been adjourned need not be given unless the adjournment is for more than 24 hours, in which case notice shall be given, before the time set for resuming the adjourned meeting, to the Directors who were not present at the time of the adjournment. Notice need not be given in any case to Directors who were present at the time of adjournment.

6.18 Quorum

The majority of the authorized number of Directors shall constitute a quorum of the Board of Directors for all purposes except adjournment. Every action taken or decision made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be an act of the Board, subject to the more stringent provisions of the California Nonprofit Mutual Benefit Corporation Law, including without limitation, the provisions on: (1) approval of contracts or transactions between the Association and any entity in which a Director has a material financial interest; (2) creation of and appointments to committees of the Board; and (3) indemnification of Directors. A meeting at which a quorum is initially present may continue to transact business, despite the withdrawal of some Directors, provided that any action taken, or decision made is approved by at least a majority of the required quorum for that meeting.

6.19 Fees and Compensation of Directors

Directors and members of committees of the Board shall be reimbursed for expenses, as fixed or determined by resolution of the Board of Directors but shall serve without compensation. This section shall not be construed to preclude any Director from serving the Association in any other capacity, as an officer, agent, employee, or otherwise, or from receiving compensation for those services.

6.20 Board Member Attendance

An elected Board Member who is absent from three (3) consecutive regular meetings of the Board during a fiscal year shall be encouraged to re-evaluate with the Board Chair his/her commitment to the Association. The Board may deem a Board member who has missed three (3) consecutive meetings without such a re-evaluation with the Chair to have resigned from the Board.

7. Officers

7.1 Officers

The officers of the Association shall be a President, a Secretary, and a Treasurer, each of whom shall be an active member in good standing, who shall have been elected at the meeting of the members and have previously served on the Board of Directors for at least two (2) terms. Recommendations for office may be prepared by the nominating committee at the same time as Director nominations and shall serve at the pleasure of the Board of Directors. The Association may also have, at the discretion of the Board of Directors, a Chairman of the Board, one or more Vice Presidents, one or more Assistant Secretaries, one or more Assistant Treasurers, and such other officers. Any number of offices may be held by the same person.

7.2 Subordinate Officers

The Board of Directors may appoint and may empower the President to appoint other officers as required by the business of the Association. Each appointed officer shall have the title and authority, hold office for the period, and perform the duties specified in the Bylaws or established by the Board.

7.3 Removal and Resignation of Officers

Any officer chosen by the Board of Directors may be removed at any time, with or without cause or notice, by the Board of Directors. Subordinate officers appointed by persons other than the Board under this Article 7, Section 2 may be removed at any time, with or without cause or notice, by the Board of Directors or by the officer by whom appointed. Officers may be employed for a specified term under a contract of employment if authorized by the Board of Directors; such officers may be removed from office at any time under this section and shall have no claim against the Association or individual officers or Board members because of the removal except any right to monetary compensation to which the officer may be entitled under the contract of employment.

Any officer may resign at any time by giving written notice to the Association. Resignations shall take effect on the date of receipt of the notice, unless a later time is specified in the notice. Unless otherwise specified in the notice, acceptance of the resignation is not necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Association to monetary damages under any contract of employment to which the officer is a party.

7.4 Vacancies in Office

A vacancy in any office resulting from an officer's death, resignation, removal, disqualification, or from any other cause shall be filled in the manner prescribed in these Bylaws for regular election or appointment to that office.

7.5 Duties of Chairman of the Board

The Board of Directors may elect a Chairman of the Board, who shall preside, if present, at Board meetings and shall exercise and perform such other powers and duties as may be assigned from time to time by the Board of Directors. If there is no President, the Chairman of the Board shall have the powers and duties of the President of the

Association set forth in these Bylaws.

7.6 Duties of President

Except to the extent that the Bylaws or the Board of Directors assign specific powers and duties to the Chairman of the Board (if any), the President shall be the Association's general manager and, subject to the control of the Board of Directors, shall have general supervision, direction, and control over the Association's business and its officers. The managerial powers and duties of the President shall include, but are not limited to, all the general powers and duties of management usually vested in the office of President of a corporation, and the President shall have other powers and duties as prescribed by the Board of Directors or the Bylaws. The President shall preside at all meetings of the members and, in the absence of the Chairman of the Board or if none, shall also preside at meetings of the Board of Directors.

7.7 Duties of the Vice Presidents

If desired, one or more Vice Presidents may be chosen by the Board of Directors in accordance with the provisions for electing officers set forth in Article 7, Section 2. In the absence or disability of the President, the President's duties and responsibilities shall be carried out by the highest ranking available Vice President if Vice Presidents are ranked, or if not, by a Vice President designated by the Board of Directors. When so acting, a Vice President shall have all powers of and be subject to all restrictions on the President. Vice Presidents of the Association shall have such other powers and perform such other duties as prescribed from time to time by the Board of Directors, the Bylaws, or the President (or Chairman of the Board if there is no President).

7.8 Duties of the Secretary

7.8.1 Minutes

The Secretary shall be present at all meetings of the members and all Board meetings and shall cause the minutes of the meeting to be taken. If the Secretary is unable to be present, the Secretary or the presiding officer of the meeting shall designate another person to take the minutes of the meeting. The Secretary shall keep, or cause to be kept, at the principal executive office or such other place as designated by the Board of Directors, a record of minutes of all meetings and actions of the members, of the Board of Directors, and of committees of the Board. The minutes of each meeting shall state the time and place the meeting was held; whether it was regular or special; if special, how it was called or authorized; the names of Directors present at Board or committee meetings; the number of shares present or represented at the members' meetings; an accurate account of the proceedings; and when it was adjourned.

7.8.2 Record of Members

The Secretary shall keep, or cause to be kept, at the principal executive office or at the office of the transfer agent or registrar, a record or duplicate record of

the Association's members. This record shall show the names of all members and their addresses, email addresses, and class of membership (if any).

7.8.3 Notice of Meetings

The Secretary shall give notice, or cause notice to be given, of all meetings of members, of the Board, and committees of the Board for which notice is required by statute or by the Bylaws. If the Secretary or other person authorized by the Secretary to give notice fails to act, notice of any meeting may be given by any other officer of the Association.

7.8.4 Other Duties

The Secretary shall keep the seal of the Association if any, in safe custody. The Secretary shall have such other powers and perform other duties as prescribed by the Board of Directors or by the Bylaws. The Secretary shall keep or cause to be kept, at the principal California office, a copy of the Articles of Incorporation and Bylaws.

7.9 Duties of the Treasurer

The Treasurer shall be the Association's Chief Financial Officer. The Treasurer shall keep or cause to be kept adequate and correct books and records of accounts of the properties and business transactions of the Association, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and shares. The book of accounts shall at all reasonable times be open to inspection by any Director. The Treasurer shall (1) deposit corporate funds and other valuables in the Association's name and to its credit with depositaries designated by the Board of Directors; (2) make disbursements of corporate funds as authorized by the Board; (3) render a statement of the Association's financial condition and an account of all transactions conducted as Treasurer whenever requested by the President or the Board of Directors; and (4) have other powers and perform other duties as prescribed by the Board of Directors or the Bylaws.

8. Best Practices

8.1 Good Governance and Board Service

The Board of Directors shall serve as leaders in attendance and maintain best practices for good governance in Board leadership. Directors shall leave behind self- and company-interest in favor of focusing on the best interest of the Association as a whole. Directors shall maintain and uphold the code of ethics and respect the group process and input by promoting positive outcomes. Directors shall be prepared for meetings and participate with a significant level of commitment.

8.1.1 President and Chairman

The President and/or Chairman shall serve as facilitator in addition to providing input into meeting discussions and take charge of the meeting process from beginning to end. The President and/or Chairman shall keep Directors on track during meetings by keeping to the agenda and focus on policy, promoting uniform participation, moderating dominant personalities, and prompting decision-making.

8.1.2 Executive Director or Chief Executive Officer

The Executive Director or Chief Executive Officer of the Association shall take charge of operations and policy execution to serve the policy needs of the Association. He or she shall be included and provide input in Board discussion and strategy development. The Executive Director or Chief Executive Officer shall oversee policy details and staff progress to keep the Board of Directors focused on decision-making.

8.1.3 Board Meetings

An agenda shall be sent no less than seven (7) calendar days prior to a scheduled Board of Directors meeting, which the Board shall review for approval at the meeting.

9. Indemnification

9.1 Indemnification

To the fullest extent permitted by law, the Association shall indemnify its Directors, officers, employees and other persons described in Corporation Code § 723 7(a), including persons formerly occupying any such positions, against all expenses, judgments, fines settlements and other amounts actually and reasonably incurred by them in connection with any “proceeding,” as that term is used in that Section, and including an action by or in the right of the Association, by reason of the fact that the person is or was a person described in that Section. “Expenses” as used in this Bylaw shall have the same as in that Section of the Corporations Code.

9.2 Authorization of Indemnification

On written request to the Board by any person seeking indemnification under Corporations Code § 723 7(b), the Board shall promptly decide under Corporations Code § 7237(e) whether the applicable standard set forth in Corporations Code § 7237 has been met and, if so, the Board shall authorize indemnification. If the Board cannot authorize indemnification because the number of Directors who are parties to the proceeding with respect to which indemnification is sought prevent the formation of a quorum of Directors who are not parties to that proceeding, the Board shall promptly call a meeting of members. At that meeting, the members shall determine under Corporations Code § 723 7(e) whether the applicable standard of conduct has been met and, if so, the members present at the meeting in person or by proxy shall authorize indemnification.

9.3 Advancement

To the fullest extent permitted by law and except as otherwise determined by the Board in a specific instance, expenses incurred by a person seeking indemnification under Article 10 of these Bylaws in defending any proceeding covered by Article 10 shall be advanced by the Association before final disposition of the proceeding, on receipt by the Association of an undertaking by or on behalf of that person that the advance will be repaid unless it is ultimately found that the person is entitled to be indemnified by the Association for those expenses.

10. Records and Reports

10.1 Maintenance of Membership Record and Inspection by Members

The Association shall keep at its principal executive office or at the office of its transfer agent or registrar, as determined by resolution of the Board of Directors, a record of the names and addresses of all members, and class of membership (if any). Unless the Association provides a reasonable alternative as provided below, any member may do either or both of the following for a purpose reasonably related to the member's interest as a member:

- a. Inspect and copy the record of the members' names, addresses and voting rights during usual business hours, with five (5) days prior written demand on the Association, which must state the purpose for which the inspection rights are requested; or
- b. Obtain from the Secretary of the Association, on written demand and tender of a reasonable charge, a list of names, addresses, voting rights of members who are entitled to vote for Directors as of the most recent record date for which that list has been compiled, or as of the date later than the date of demand. The demand shall state the purpose for which the list is requested. This list shall be made available within five (5) days after (i) the date of demand or (ii) the specified later date as of which the list is to be compiled. Any rejection of this offer must be in writing and must state the reasons the proposed alternative does not meet the proper purpose of the demand. If the Association reasonably believes that the information will be used for a purpose other than one reasonably related to a person's interest as a member, or if it provides a reasonable alternative under this section, it may deny the member access to the membership list. Any inspection and copying under this section may be made in person or by a member's agent or attorney.

10.2 Maintenance and Inspection of Bylaws

The Association shall keep at its principal California office, the original or a copy of the Articles of Incorporation and Bylaws as amended to date, which shall be open to inspection by the members at all reasonable times during office hours. If the Association has no principal business office in California, the Secretary shall, on the written request of any member, furnish to that member a copy of the Articles of Incorporation and Bylaws as amended to date.

10.3 Maintenance and Inspection of Minutes and Accounting Records

The minutes of proceedings of the members, Board of Directors, and committees of the Board, and the accounting books and records shall be kept at the principal executive office of the Association, or at such other place or places as designated by the Board of Directors. The minutes shall be kept in written or electronic form, and the accounting books and records shall be kept either in written, printed, or electronic form or in a form capable of being converted into written, printed or electronic form. The minutes and accounting books and records shall be open to inspection on the written demand of any member at any reasonable time during usual business hours, for a purpose reasonably related to the member interests as a member. The inspection may be made in person or by an agent or attorney and shall include the right to copy and make extracts.

10.4 Inspection by Directors

Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the Association and each of its subsidiaries. This inspection by a Director may be made in person or by an agent or attorney and the right of inspection includes the right to copy and make extracts of documents.

10.5 Annual Report to Directors

The Association shall distribute an annual report to the Board of Directors within 120 days after the end of the Association's fiscal year. That report shall contain the following information in appropriate detail:

- a. A balance sheet as of the end of the fiscal year, an income statement, and statement of changes in financial position for the fiscal year, accompanied by an independent accountants' report or, if none, by the certificate of an authorized officer of the Association that they were prepared without audit from the Association's books and records;
- b. A summary of changes in membership to be included with the report of contribution hours
- c. Any information required by Article 11 of these Bylaws.

The Association shall annually notify each Director of their right to receive a copy of the financial report under this section. Except as provided in the next paragraph of this bylaw, on written request by a member, the Board shall promptly cause the most recent annual report to be sent to the requesting member. This section shall not apply if the Association receives less than \$25,000 in gross revenues or receipts during the fiscal year.

11. General Corporate Matters

11.1 Authorized Signatories for Checks

All checks, drafts, other orders for payment of money, notes, or other evidences of indebtedness issued in the name of or payable to the Association shall be signed or endorsed by such person or persons and in such manner authorized from time to time by resolution of the Board of Directors.

11.2 Executing Corporate Contracts and Instruments

Except as otherwise provided in the Articles or in these Bylaws, the Board of Directors by resolution may authorize any officer, officers, agent, or agents to enter into any contract or to execute any instrument in the name of and on behalf of the Association. This authority may be general, or it may be confined to one or more specific matters. No officer, agent, employee, or other person purporting to act on behalf of the Association shall have any power or authority to bind the Association in any way, to pledge the Association's credit, or to render the Association liable for any purpose or in any amount, unless that person was acting with authority duly granted by the Board of Directors as provided in these Bylaws, or unless an unauthorized act was later ratified by the Association.

12. Amendments

12.1 Amendment by Board of Directors of Members

Except as otherwise required by law or by the Articles of Incorporation, these Bylaws may be amended or repealed, and new Bylaws may be adopted, by the Board of Directors or by the holders of a majority of the members entitled to vote. Board action shall require a majority vote of the Directors present at a meeting at which a quorum is present. Adoption of new Bylaws, amendment or repeal of these Bylaws also requires approval by the members of a class if that action would:

- a. Materially and adversely affect the rights, privileges, preferences, restrictions or condition of that class as to voting, dissolution redemption, or transfer in a manner different than the action affects another class;
- b. Materially and adversely affect that class as to voting, dissolution, redemption or transfer by changing the rights, privileges, preferences, restrictions, or conditions of another class;
- c. Increase or decrease the number of memberships authorized for that class;
- d. Increase the number of memberships authorized for another class;
- e. Effect an exchange, reclassification, or cancellation of all or part of the memberships of that class; or
- f. Authorize a new class of membership.

Any provision of these Bylaws that requires the vote of a larger proportion of the members than otherwise is required by law may not be altered, amended or repeated except by vote of that greater number. No amendment may extend a Director's term beyond that for which the Director was elected.

13. Certificate of Secretary

That I, Stephen Ticktin, do hereby certify:

1. I am the duly elected qualified and acting Secretary of NORTHERN CALIFORNIA GLASS MANAGEMENT ASSOCIATION - a California nonprofit mutual benefit corporation.

2. That the foregoing Bylaws, were duly adopted as the Bylaws of said corporation by the Directors by unanimous consent as of November 2, 2023, and that the same do now constitute the Bylaws of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 2nd day of November 2023.

 (signature on file)