

## **BYLAWS**

of

### **SAFETY ASSOCIATION OF RHODE ISLAND, INC. (A non-profit Rhode Island corporation)**

#### **Article I**

#### **OFFICES**

The corporation will have offices at such places within or without the State of Rhode Island as may from time to time be determined by the Board of Directors. Until otherwise determined by the Board of Directors, the address of the Safety Association of Rhode Island, Inc. shall be officially listed as P.O. Box 6606, Providence, Rhode Island 02940-6606. Records of the Corporation shall be housed with the current Secretary and available to officers of the Corporation at any reasonable time.

#### **Article II**

#### **MEMBERS**

##### **Section 1. Eligibility**

Membership in the Corporation shall be open to all those interested in any or all aspects of safety and occupational health, subject to the approval of the Board of Directors, as hereinafter provided. Membership in the Corporation may be obtained by application in writing to the Secretary, using the then current membership application form. Membership shall be confirmed by the approval of a majority of the board of Directors present at its first regular meeting following the receipt of the application or at a later meeting. The period of membership coincides with the Corporation's fiscal year of July 1 to June 30.

##### **Section 2. Dues**

The Board of Directors shall establish the annual dues. Dues invoices shall be mailed to the membership during July. If a member fails to remit dues payment by October 1 of the then current fiscal year, the membership may be terminated by a vote of the Board of Directors, and the member so notified via electronic mail.

##### **Section 3. Duration of Membership and Resignation**

Each person admitted to membership in pursuance to these bylaws shall continue as a member of the Corporation until his/her membership shall terminate by death, voluntary withdrawal or otherwise in pursuance to these bylaws. Any member may withdraw from the Corporation by giving written notice of such intention to the Secretary, which notice shall be presented by the Secretary at the first Board of Directors meeting after its receipt. In addition to the method of termination set forth in Section 2, any member also may be dropped from the rolls for just cause upon two-thirds vote of the members present at any regular meeting, provided said member has been notified, in writing, of the proposed action and the reason for same, and has been given an opportunity to be heard as to why such member should not be so dropped.

**Article III**

**MEETINGS**

**Section 1. Place of Meetings**

All membership meetings, called by the President or the Board of Directors, will be held at such place, either within or without the State of Rhode Island, as will be stated in the notice of meeting.

**Section 2. Annual Meeting**

There shall be an Annual Meeting of the members in May of each year, unless otherwise ordered by the Board of Directors, at which time officers and at-large directors for the following year will be elected and inducted into office. Reports to members, including an account of membership and financial status of the Corporation, shall also be given. In the event of postponement of the Annual Meeting and election, the officers currently holding office shall remain in force until such elections are held. In the event of the failure to hold said Annual Meeting at any time or for any cause, any and all business which might have been transacted at such meeting may be transacted at the next succeeding meeting, whether special, regular or annual.

**Section 3. Special Meetings**

A special meeting of the members, for any purpose or purposes, may be called by the President or a Vice President, or upon a written request signed by five members. Any such call will state the purpose or purposes of the proposed meeting.

At the direction of the Board of Directors, joint meetings with other groups may be arranged for the discussion of any subject or other activity that may be of mutual benefit or interest.

**Section 4. Notice of Meetings**

Written notice of each annual, regular, or special meeting, stating the place, date, and hour of the meeting (and the purpose or purposes of any special meeting) will be given by or at the direction of the President, the Secretary, or the person or persons calling the meeting, to each member entitled to vote at such meeting, approximately two weeks before the meeting. Business transacted at any special meeting of members will be limited to the purpose(s) stated in the notice of the meeting or any written waiver thereof.

**Section 5. Voting and Proxies**

Every member entitled to vote at a meeting or to express consent without a meeting may authorize another person or persons to act for him or her by proxy, by notification of the President or Secretary. A proxy will be valid only for a single event. Each member shall be entitled to only one vote.

**Section 6. Consent Votes**

Any action required or permitted to be taken at a meeting of members may be taken without a meeting, if all the members entitled to vote thereon consent thereto in writing or via electronic mail.

Article IV

**DIRECTORS**

**Section 1. Powers**

The Board of Directors will manage the affairs of the Corporation.

**Section 2. Number**

The number of directors will be not less than five (5) or more than eleven (11). The number of directors will be fixed by vote of the members. Emeritus status may be granted by vote of the Board of Directors.

**Section 3. Election and Term**

The Board of Directors will be constituted of the following persons: At-Large Directors; the five officers (unless two or more of such offices shall be held by the same person, in which case such person will be only one Director, and the number of directors temporarily reduced); and, the Immediate Past President.

Officers and At-Large Directors will be elected at the Annual Meeting of the members, to serve until the next election of officers, and, except as provided in Section 5 of this Article, each director will hold office until his/her successor is elected (in the manner set forth above) and qualified, and such term begins (unless there is no successor as a result of a decrease in the number of the Board of Directors). Any or all of the directors may be removed with cause by vote of the members. A director need not be a resident of the State of Rhode Island.

**Section 4. Meetings**

The Board of Directors may hold meetings, both regular and special, either within or without the State of Rhode Island. Regular meetings of the Board of Directors may be held at such times and places as will from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the President on two days' notice to each director, either personally, by mail, or, by electronic mail. Meetings of the directors may be held by means of a telephone conference circuit, and connection to such circuit will constitute presence at such meeting.

**Section 5. Vacancies**

Any at-large vacancy occurring on the Board of Directors may be filled by appointment of the President. A director appointed to fill a vacancy will be considered elected for the unexpired term of his or her predecessor. The Board of Directors may fill any place on the Board as a result of an increase in the number of directors for a term of office continuing only until the next election of directors.

**Section 6. Quorum**

At all meetings of the Board of Directors, a majority of the number of directors fixed, pursuant to Section 2 of this Article, will constitute a quorum for the transaction of business, and the act of a majority of the directors present at a meeting at which a quorum is present will be the act of the Board of Directors.

**Section 7. Directors' Consent Vote**

Any action required or permitted to be taken at a meeting of the Board of Directors, or any committee thereof, may be taken without a meeting if consent, in writing, including electronic mail, setting forth the action so taken, will be signed by all the directors or all the members of such committee, as the case may be.

**Section 8. Committees of Directors**

The Board of Directors may, by resolution adopted by a majority of the Board, designate one or more committees, including an Executive Committee. Each committee is to consist of two or more directors appointed by the Board. The Board may appoint one or more directors as alternate members of any committee, who may replace any absent or disqualified members at any meeting of the committee. Except as provided by the Rhode Island Non-Profit Corporation Act, any such committee, to the extent provided in the resolution, will have and may exercise all the authority of the Board of Directors, provided, however, that, in the absence or disqualification of any member of such committee or committees, the member or members thereof present at any meeting and not disqualified from voting, whether or not they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Such committee or committees will have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. Each committee will keep regular minutes of its proceedings and report the same to the Board of Directors when required.

**Article V**

**NOTICES**

**Section 1. How Delivered**

Whenever, under the provisions of the Rhode Island Non-Profit Corporation Act, or, of the articles of incorporation or of these bylaws, written notice is required to be given to any person, such notice may be given by mail, addressed to such person at his or her address as it appears in the records of the Corporation, with postage thereon prepaid, and such notice will be deemed to be delivered, if mailed, at the time when the same will be deposited in the United States mail in the State of Rhode Island. Notice may also be given by telephone, electronic mail, or personally to any director. Confirmation of electronic mail receipt is required.

**Section 2. Waivers of Notice**

Whenever any notice is required to be given under the provisions of the Rhode Island Non-Profit Corporation Act, or the articles of incorporation, or these bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, will be deemed equivalent to the giving of such notice. Attendance of a person at a meeting will constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

**Section 3. Specification of Business**

Neither the business to be transacted at, nor the purpose of any meeting of the members of the Corporation or of a committee of the board of Directors of the Corporation need be specified in any written waiver of notice, except as otherwise herein expressly provided.

**Article VI**

**OFFICERS**

**Section 1. Number**

The officers of the Corporation will be a President, a First Vice President, a Second Vice President, a Secretary, and a Treasurer. The Board of Directors may, from time to time, elect or appoint such other officers, including assistant officers, as it may deem necessary. Any two or more offices may be held by the same person, with the exception of the offices of President and Secretary. An officer shall be a member in good standing of SARI for a minimum of two years, additionally having attended a minimum of 50% of regularly scheduled meetings for the prior two years, or, as approved by a vote of the Board of Directors.

## Section 2. Nomination

**Nominating Committee.** The President shall appoint a Committee, one of whom shall be Chairman, whose duty is shall be to nominate candidates to be voted upon at the Annual Meeting for the offices of President, First Vice President, Second Vice President, Treasurer, Secretary, and At-Large Directors.

The names of nominated candidates shall be published by the Secretary, and shall be provided to each member of the Corporation prior to the Annual Meeting. Additional nominations for offices may be made from the floor at the Annual Meeting. The method of voting may be either by separate ballot of the members present at the meeting, or by being duly recorded by a single ballot of voice vote, and cast by the Secretary.

## Section 3. Election and Term

The officers of the Corporation will be elected by the members and assume their offices at the Annual Meeting. Each officer will be elected to serve until the next Annual Meeting. Each officer will be elected to serve until the end of such term and his/her successor is elected, or until his/her earlier death, resignation, or removal as herein provided. Any officer may be removed by the members whenever, in their judgment, the best interests of the Corporation will be served thereby. Such removal will be without prejudice to the contract rights, if any, of the person so removed, and must be in accordance with the provisions of Article II, Section 3. Election or appointment of an officer will of itself not create contract rights.

## Section 4. Authority and Duties

The **President** will be the principal executive officer of the Corporation, and will supervise and conduct the affairs of the Corporation. It shall be the duty of the President to preside at all meeting of the Corporation. The President shall be ex-officio a member of all committees, and shall perform such other duties as he/she may from time to time undertake at the request or direction of the Board of Directors or the members. The President may appoint such committees as are necessary, unless otherwise provided in the Bylaws or by a vote of the members.

The **First Vice President** shall oversee the activities of the Program Committee, perform any duties as may be assigned by the President, and, in the absence or inability to act of the President, the First Vice President shall perform his/her duties.

The **Second Vice President** shall perform such duties as may be assigned by the President or Board of Directors.

It shall be the duty of the **Treasurer** to: Receive and securely keep all monies and valuable papers relating to the finances of the Corporation, under the direction of the President; Keep a proper account of all monies received; Upon the approval of the Board of Directors, pay and discharge any indebtedness of the Corporation. Payments shall be made under the signature of the President (or the First Vice President) and Treasurer; From time to time, as so called for, he/she shall make written reports of the financial condition of the Corporation for Board of Directors' meetings; At the Annual Meeting of the members he/she shall prepare and furnish a full, complete and detailed report of the financial condition of the Corporation at that time, and during the year preceding such meeting; The Treasurer shall collect all dues from the members. Upon the vote of the Board of Directors, the Treasurer shall be bonded during his/her term of office, and the cost will be assumed by the Corporation.

The **Secretary** shall be a member ex-officio of all committees. It shall be the duty of the Secretary to attend all meetings of such committees of which he/she is a member; to keep and record full minutes of their proceedings; to certify all abstracts there from; to give and serve all notices; to attend to all necessary correspondence, and perform such other duties as may, from time to time, be prescribed by the Board of Directors or the members.

In addition to those duties and powers set forth above, the officers of the Corporation will have the powers and will perform the duties customarily appurtenant to their respective offices, and will have such further powers and will perform such further duties as may, from time to time, be assigned to them by the Board of Directors.

**Section 5. Vacancies**

A vacancy in any office, except President or a Vice President, due to death, resignation, removal, or otherwise, may be filled by the President for the unexpired portion of the term.

Should the President become unable to fulfill his/her duties for any reason, the First Vice President will assume those duties, as Acting President. Should the First Vice President become unable to fulfill his/her duties for any reason, the Second Vice President will assume those duties as Acting First Vice President. Should the absence be permanent or should the Second Vice President become unable to fulfill his/her duties, the remaining members of the Board of Directors shall meet to nominate a replacement for the Second Vice President. That nomination, as well as nominations from the floor, will be acted upon at a subsequent regular meeting of the Corporation.

**Section 6. Signing of Instruments**

All checks, drafts, money orders, notes and other obligations of the Corporation for the payment of money, deeds, mortgages, leases, contracts, bonds and other corporate instruments may be signed by the Treasurer and either the President or the First Vice President, or by such other person or persons as may from time to time be designated by general or special vote of the Board of Directors.

**Section 7. Voting of Securities**

Except as the Board of Directors may generally, or, in particular cases, otherwise specify, the President and the Treasurer may, on behalf of the Corporation, vote or take any other action with respect to shares of stock or beneficial interest of any other corporation, or of any association, trust or firm, of which any securities are held by the Corporation, and may appoint any person or persons to act as proxy or attorney-in-fact for the Corporation, with or without power of substitution, at any meeting thereof.

**Article VII**

**DUES**

**Section 1.**

The Board of Directors shall determine the annual membership dues.

**Section 2.**

Members who fail to pay their dues by October 1 of the then current fiscal year, shall be reported to the Board of Directors as in arrears, and, if so voted by the Board of Directors, pursuant to Article II, Section 2 of these bylaws, or by the members pursuant to Article II, Section 5, such members shall be dropped from the rolls and thereupon forfeit all rights and privileges of membership.

**Section 3. Meeting expenses**

Expenses incurred in attending meetings shall be borne by the individual members and guests.

**Section 4. Reinstatement**

A member whose membership has been terminated, for whatever reason, is required to reapply for membership, in order to be reinstated.

**Article VIII**

**SEAL**

The corporate seal will have inscribed upon it the name of the Corporation and such other appropriate language as may be prescribed by the Rhode Island Non-Profit Corporation Act, or, from time to time by the Board of Directors.

**Article IX**

**FISCAL YEAR**

The fiscal year of the Corporation will be July 1 to June 30, unless revised by the Board of Directors.

**Article X**

**INDEMNIFICATION**

**1. Agreement of Corporation**

In order to induce the directors and officers of the Corporation to serve as such, the Corporation adopts this Article, and agrees to provide the directors and officers of the Corporation with the benefits contemplated hereby.

**2. Acceptance of Director or Officer**

This Article will apply, and the benefits hereof will be available to each Director and Officer of the Corporation, who, by accepting his or her respective position and serving on behalf of the Corporation, will be deemed to have accepted the provisions of this Article and agreed to abide by the terms contained herein.

**3. Definitions**

As used herein, the following terms will have the following respective meanings:

“Indemnified Person” means any director or officer of the Corporation who accepts election or appointment as a director or officer and agrees to serve as such in the manner provide in Paragraph 2 hereof.

“Covered Act” means any act or omission by an Indemnified Person in the Indemnified Person’s official capacity with the Corporation, and while serving as such or while serving at the request of the Corporation as a member of the governing body, officer, employee or agent of another corporation, including, but not limited to corporations which are affiliates of the Corporation, partnerships, joint ventures, trusts, other enterprises or employee benefit plans.

“Excluded Claim” has the meaning set forth Paragraph 6 hereof.

“Expenses” means any reasonable expenses incurred by the Indemnified Person in connection with the defense of any claim made against the Indemnified Person for Covered Acts, including, without being limited to, legal, accounting or investigative fees and expenses (including the expense of bonds necessary to pursue an appeal of an adverse judgment).

“Loss” means any amount that the Indemnified Person is legally obligated to pay as a result of any claim made against the Indemnified Person for Covered Acts including, without being limited to, judgments for, and awards of, damages, amounts paid in settlement of any claim, any fine or penalty or, with respect to any employee benefit plan, any excise tax, or penalty.

“Proceeding” means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative.

#### **4. Indemnification**

Subject to the exclusions hereinafter set forth, the Corporation will indemnify the Indemnified Person against, and hold the Indemnified Person harmless from any loss or expenses.

#### **5. Advance Payment of Expenses**

The Corporation will pay the expenses of the Indemnified Person in advance of the final disposition of any Proceeding, except to the extent that the defense of a claim against the Indemnified Person is undertaken pursuant to any directors’ and officers’ liability insurance (or equivalent insurance known by another term) maintained by the Corporation. The advance payment of expenses will be subject to the Indemnified Person’s first agreeing in writing with the Corporation to repay the sums paid by it hereunder, if it is thereafter determined that the Proceeding involved an Excluded Claim, or that the Indemnified Person was otherwise not entitled to indemnity under these bylaws.

#### **6. Exclusions**

The corporation will not be liable to pay any Loss or Expenses (an “Excluded Claim”):

(a) With respect to a Proceeding in which a final non-appealable judgment or other adjudication by a court of competent jurisdiction determines that the Indemnified Person is liable to the Corporation (as distinguished from being liable to a third party) for:

- (i) any breach of the Indemnified Person’s duty of loyalty to the Corporation or its members;
- (ii) acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law; or
- (iii) any transaction from which the Indemnified Person derived an improper personal benefit; or

(b) If a final, non-appealable judgment or other adjudication by a court of competent jurisdiction determines that such payment is unlawful.

#### **7. Notices to Corporation – Insurance**

Promptly after receipt by the Indemnified Person of notice of the commencement or the threat of commencement of any Proceeding, the Indemnified Person will, if indemnification with respect thereto may be sought from the Corporation under these bylaws, notify the Corporation of the commencement thereof. Failure to promptly notify the Corporation will not adversely affect the Indemnified Person’s right to indemnification hereunder, unless and only to the extent that the Corporation is materially prejudiced in its ability to defend against the Proceeding by reason of such failure. If, at the time of the receipt of such notice, the Corporation has any directors’ and officers’ liability insurance in effect, the Corporation will give prompt notice of the commencement of such proceeding to the insurer in accordance with the procedures set forth in the policy or policies in favor of the Indemnified Person. The Corporation will thereafter take all the necessary or desirable action to cause such insurer to pay, on behalf of the Indemnified Person, all loss and expenses payable as a result of such Proceeding, in accordance with the terms of such policies.

## **8. Indemnification Procedures**

(a) Payments on account of the Corporation's indemnity against Loss will be made by the Treasurer of the Corporation, except if, in the specific case, a determination is made that the indemnification of the Indemnified Person is not proper in the circumstances because such Loss results from a claim which is an Excluded Claim. If the Corporation so determines that the Loss results from an Excluded Claim (although no such determination is required by the Corporation hereunder prior to payment of a Loss by the Treasurer), the determination shall be made:

- (i) By the Board of Directors by a majority vote of a quorum, consisting of directors not at the time parties to the Proceeding; or
- (ii) If a quorum cannot be obtained for purposes of clause (i) of this subparagraph, then, by a majority vote of a committee of the Board of Directors duly designated to act in the matter by a majority vote of the full Board (in which case designated directors, who are parties to the Proceeding may participate) consisting solely of three or more directors not at the time parties to the Proceeding; or
- (iii) By independent legal counsel designated:
  - (A) by the board of Directors in the manner described in clause (i) of this subparagraph, or by a committee of the Board of Directors established in the manner described in clause (ii) of this subparagraph or
  - (B) if the requisite quorum of the full Board cannot be obtained therefore, and a committee cannot be so established, by a majority vote of the full Board (in which designation directors who are parties to the Proceeding may participate). If made, any such determination permitted to be made by subparagraph (a) will be made within 60 days of the Indemnified Person's written request for payment of a Loss.

Payment of an Indemnified Person's expenses in advance of the final disposition of any Proceeding will be made by the Treasurer of the Corporation, except if, in the specific case, a determination is made pursuant to Paragraph 8(a) above, that indemnification of the Indemnified Person is not proper in the circumstance because the Proceeding involved an Excluded Claim.

The corporation will have the power to purchase and maintain insurance on behalf of any Indemnified Person against liability asserted against him or her with respect to any Covered Act, whether or not the Corporation would have the power to indemnify such Indemnified Person against such liability under the provisions of this Article. The Corporation will be subrogated to the rights of such Indemnified Person to the extent that the Corporation has made any payments to such Indemnified Person in respect to any Loss or Expense as provided herein.

## **9. Settlement**

The Corporation will have no obligation to indemnify the Indemnified Person under this Article for any amounts paid in settlement of any Proceeding effected without the Corporation's prior written consent. The Corporation will not unreasonably withhold or delay its consent to any proposed settlement. If the Corporation so consents to the settlement of any Proceeding, or unreasonably withholds or delays such consent, it will be presumed, conclusively and irrefutably, for all purposes that the Loss or Expense does not constitute an Excluded Claim. If the Corporation reasonably withholds its consent solely on the ground that the Proceeding constitutes an Excluded claim, the Indemnified Person may accept the settlement without the consent of the Corporation, without prejudice to the Indemnified Person's rights to indemnification in the event the Corporation does not ultimately prevail on the issue of whether the Proceeding constitutes an Excluded Claim.

**10. Rights Not Exclusive**

The rights provided hereunder will not be deemed exclusive of any other rights to which the Indemnified Person may be entitled under any agreement, vote of disinterested directors or otherwise, both as to action in the Indemnified Person's official capacity and as to actions in any other capacity while holding such office, and will continue after the Indemnified Person ceases to serve the Corporation as an Indemnified Person.

**11. Enforcement**

(A) The Indemnified Person's right to indemnification hereunder will be enforceable by the Indemnified Person in any court of competent jurisdiction and will be enforceable, notwithstanding that an adverse determination has been made as provided in Paragraph B hereof.

(B) In the event that any action is instituted by the Indemnified Person under these bylaws, the Indemnified Person will be entitled to be paid all court costs and expenses, including reasonable attorneys' fees incurred by the Indemnified Person with respect to such action unless the court determines that each of the material assertions made by the Indemnified Person as a basis for such action was not made in good faith or was frivolous.

**12. Severability**

If any provision of this Article is determined by a court to require the Corporation to perform or to fail to perform an act which is in violation of applicable law, this Article shall be limited or modified in its application to the minimum extent necessary to avoid a violation of law, and, as so limited or modified, this Article shall be enforceable in accordance with its terms.

**13. Successors and Assigns**

The provisions of this Article will be (a) binding upon all successors and assigns of the Corporation (including any transfer of all or substantially all of its assets) and (b) binding on and inure to the benefits of the heirs, executors, administrators, and other personal representatives of the Indemnified Person.

**14. Amendments**

No amendment or termination of this Article will be effective as to an Indemnified Person without the prior written consent of that Indemnified Person and, in any event, will not be effective as to any Covered Act of the Indemnified Person occurring prior to the amendment or termination.

**Article XI**

**AMENDMENTS**

The power to alter, amend or repeal these bylaws, or to adopt new bylaws, will be vested in the members by a two-thirds affirmative vote of the members present at any meeting, provided such amendments shall have been first recommended by a majority of the Board of Directors.