

FCA OF ILLINOIS BYLAWS

Amended March, 2022

ARTICLE I

Name and Location of Principal Office

Section 1.1 Name: The name of this association shall be the FCA of Illinois (hereafter “FCAI”).

Section 1.2 Principal Office: The principal office of the FCAI shall be located in Illinois, or at such other place as the Board of Directors may from time to time designate.

ARTICLE II

Purposes

2.1 Purposes: The Association is organized exclusively as a business league of persons in the Painting and Allied Trades Industries (hereinafter “Industry”) for the promotion of common business interest(s) and improvement of business conditions of its members doing business in Illinois.

In support of such purposes, the main activities of the Association shall include:

- a. To negotiate and execute labor agreements on behalf of Employer Members with the Labor Union.
- b. To negotiate and execute labor agreements in the construction industry on behalf of Employer Members and such other employers and other employer associations who may authorize FCAI to act in their behalf; to delegate such powers to other employer associations; to join other employers and employer associations in bargaining and dealing with labor organizations; and to do all things necessary and proper to maintain the unity and bargaining position of its members.
- c. To establish, conduct or participate in such educational programs for employers and employees in the Industry and the general public with respect to techniques, ideas and methods, which will improve the Industry and increase the contribution that the Industry can make to the community.
- d. To formulate programs which will promote harmony between the employers and the employees in the Industry so as to avoid the possibility of work stoppages and labor disputes.
- e. To disseminate Industry and labor/management information to the Association’s membership, including but not limited to the following:
 - (i) Study and explore ways of increasing productivity of both labor and management.
 - (ii) Study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit economic development in the finishing industry.
 - (iii) Study and explore joint approaches to achieving organizational effectiveness.
- f. To study and institute programs which will make it possible for the Industry to be of greater service to the public.

- g. To engage in such public relations, education, and advertising programs as are necessary to develop and increase consumer demand so as to maintain maximum job opportunities and steady business activity.
- h. To establish standards within the Industry and improve such standards whenever necessary to keep pace with new developments in the Industry, including but not limited to, the development of codes on a local, state and national basis.
- i. To assist signatory contractors in matters relating to the International Brotherhood of Painters and Allied Trades, including collective bargaining negotiations.
- j. To engage in any proper and legal activity which will increase the efficiency of the Industry and foster good public relations.
- k. To support or oppose pending legislation and regulations at the local, state and/or national level.
- l. To engage in any other lawful activities incidental to or related to the accomplishment of the above purposes.
- m. To promote the painting and allied trade industry within the FCAI's geographical jurisdiction in all counties of Illinois and adjacent areas; and
- n. To provide a clearing house for such problems as may arise within the painting and allied trade industry in order that members may benefit from the experience of other members.
- o. To provide information to members with respect to innovations in the painting and allied trade industry.
- p. To provide such necessary services to members which may be incidental to the foregoing stated purposes.
- q. To provide safety education and training and to make available safety materials and equipment to members through use of promotional materials, direct sales, or sales through third parties.

Section 2.2 Financial Restrictions: The FCAI shall issue no shares of stock, shall pay no dividends, and shall distribute no part of its income to its members, directors, or officers; provided, however, that the FCAI may make a distribution of assets upon its dissolution or final liquidation as the Board of Directors shall then determine and as authorized by law.

ARTICLE III

Membership

Section 3.1 Eligibility: Membership in the FCAI shall consist of two classes of members, Employer Member and Associates. Such membership shall be open to any entity who:

(a) shall agree to be bound by the provisions of these Bylaws, as the same may be from time to time amended, and

(b) shall be approved by the Board of Directors, or by such committee or officer as the Board may designate; and

(c) meets the definition of an Associate which is a supplier, or vendor to the painting and allied trade industry; or

(d) meets the definition of an Employer Member which is a contractor that directly employs individuals on its payroll or a sole proprietor who performs some craft work, and those employees perform all or some of the craft labor involved in painting and allied trade industries, drywall hanging or taping and interior ceiling and wall systems, and which is signatory to any IUPAT Agreement or applicable local agreement and contributor to the Painters and Allied Trades Labor Management Cooperation Initiative.

Section 3.2 Application for Membership: A membership candidate shall submit his application in writing on a form supplied by FCAI. This form shall designate the membership class and contain a statement by which the applicant agrees to be bound by these Bylaws, as the same may be from time to time amended. The application shall be accompanied by payment in an amount sufficient to cover the current year's dues, as the same are provided for in these Bylaws. All payments so made shall be returned in full if the application is not approved.

Section 3.3 Notices: Each member shall furnish the Secretary with their permanent office address and their current email address and shall designate one individual to receive all mailings and to be listed, together with the member whom he represents, on the membership roster. The mailing, whether electronic or regular US mail, of any notice to said individual representative at such addresses shall be deemed service of notice upon the member as of the date of mailing the same.

Section 3.4 Suspension and Expulsion: The failure of a member to pay dues, or any other charges, for a period of thirty days after they become due and payable shall suspend the member membership privileges, including all voting rights and shall constitute grounds for expulsion. The Board of Directors and officers, by a vote of two-thirds of those present and voting, may expel such member; provided, however, their written notice of his delinquency and suspension shall be given to such member by the Secretary at least ten days prior to the taking of such action by the Board, and that said member shall, upon his request, be granted a hearing before the Board, or such committee as the Board may designate, for the purpose of presenting reasons why he should not be expelled.

Section 3.5 Reinstatement: Any member expelled pursuant to the provisions of this Article shall be reinstated at the discretion of the Board of Directors and officers. Said reinstatement shall require a vote of two-thirds of those present and voting.

Section 3.6 Resignation: Subject to the provisions of Section 13.3 herein, any member may resign by filing a written resignation with the Secretary, but such resignation shall not relieve the member of the obligation to pay any dues or contributions or any other charges which shall then be due and unpaid.

Section 3.7 Collection of Delinquent Charges: Upon a vote of two-thirds of the Board of Directors and officers present and voting, the Board may direct that legal action be taken to collect any amounts due from a member or from a former member who has been expelled or who has resigned.

ARTICLE IV

Meeting of Members

Section 4.1 Annual Meeting: An annual meeting of the membership shall be held during the first 60 days of each year, unless weather or other factors force a postponement, for the purpose of electing members of the Board of Directors (in those years when any directorships shall expire) and for the purpose of reviewing the affairs of the FCAI for the past year. The Board of Directors shall determine the date of the annual meeting in time to comply with all the requirements of the Bylaws.

Section 4.2 Special Meeting: Special meetings of the membership may be called at any time by the President, the Board of Directors, or the Executive Committee, or upon the written request of members, having one-tenth of the votes entitled to be cast at such meeting which is not less than two days from the date of such request.

Section 4.3 Notice: Written or electronic notice of the date, hour and place of all membership meetings, whether special or annual, shall be given to each member at least five (5) days in advance of the date of the meeting except those special meetings provided for in Section 4.2 hereof which are called for the purposes of Articles XIII, Section 13.1(c) of these Bylaws, for which notice shall be given each member at least two days in advance of the meeting. Notice of any cancellation or change in date must also be given in the same manner unless such notice is impractical, in which event other means of notification may be utilized.

Section 4.4 Voting Rights: Each Employer Member shall be entitled to one vote on any matter coming before a meeting of the membership, including the election of directors. Members may vote in person or by proxy; provided, however, that all votes cast by proxy must be cast in person by the individual to whom the proxy is drawn, such person must be the regularly listed representative of a member of FCAI in the event of a vote on the provisions of Article XIII, Section 13.1(c) upon written notification made to the President and/or Secretary, such individual may be a person other than the regular listed representative but must be a member of the Employer Member firm. The form of proxy shall be prescribed by the Secretary and shall be distributed at the time the notice of meeting is mailed.

Section 4.5 Quorum: The members holding one-tenth of the votes which may be cast at a meeting shall constitute a quorum at such meeting. Unless otherwise provided in these Bylaws, a majority of the votes entitled to be cast by the members present or represented by proxy shall be sufficient to carry any matter voted upon.

ARTICLE V

Dues

Section 5.1 Payment: Each employer shall contribute an amount to be determined by the Association in each payroll period and shall remit such sums to the Employers Industry Fund through the Painters District Council No. 30 Combined Funds.

Section 5.2 Amount: The annual membership dues shall be designated by the Board of Directors for all classes of members and for all other purposes.

ARTICLE VI

Liquidated Damages

Section 6.1 Liquidated Damages: In the event the Board places the account in the hands of legal counsel for collection, the delinquent member shall be liable for reasonable attorney's fees, and for all reasonable costs incurred in the collection process, including but not limited to, Court fees and audit fees. The Board shall have the authority, however, to waive all or part of the liquidated damages, interest, attorney's fees, or collection costs for good cause shown.

ARTICLE VII

Board of Directors

Section 7.1 Number and Qualifications and Limitations: There shall be a Board of not less than four (4) but not more than fifteen (15) Directors. Any person who is the regularly listed representative of an Employer Member of FCAI may serve as a director, excluding Associate Members. Candidates for Director should: have the time and willingness to serve; be impartial and have the ability to get along with others; be respectful of others' opinions when they differ from their own. Any individual may serve concurrently as both a director and an officer. An individual may serve consecutive terms as a director and there shall be no restriction on the number of terms which an individual may serve as a director. All powers shall be exercised by or under the authority of, and the business and affairs of FCAI shall be managed under the direction of the Board of Directors.

Section 7.2 Terms: The term of each director shall be three years. The term of each director shall commence with his election and he shall serve as director until the date of the election held in the year in which his term expires. The terms shall be staggered, with approximately one-third (1/3) of the Directors being elected in each year, except that at the first annual meeting, all Directors shall be elected for terms of one, two or three years. The Board of Directors shall consist of Employer Members who shall be active Employer Members in good standing and shall be elected at an annual membership meeting, or at a special meeting of the Employer Members held for the purpose of election. The Board of Directors shall determine, from time to time, the number of Directors of FCAI, within limits stated herein.

Section 7.3 Vacancies: Vacancies on the Board of Directors which shall be occasioned by death, resignation, or any other reason shall be filled by the Board of Directors. A director appointed by the Board of Directors to fill such a vacancy shall serve for the unexpired term of his predecessor.

Section 7.4 Nomination: A Nominating Committee composed of the President, First Vice President, and Executive Director, if any, and up to two members elected by the Board of Directors by the end of December shall solicit and consider the recommendations of the membership as to candidates for each directorship to be filled, and shall then determine a slate of candidates. The Nominating Committee shall make a report of its slate to the Board of Directors at the regular Board meeting.

Section 7.5 Election: Directors shall be elected by the members at their annual meeting to be held during the first 60 days of the year in any year which any directorships shall expire. In the event there are more candidates than open positions, the candidates receiving the greatest number of votes shall be elected.

Section 7.6 Duties of Directors: A Director of FCAI shall perform the duties of a Director, including the duties as a member of any committee of the Board of Directors upon which the Director may serve in good faith, in manner such Director believes to be in the best interests of FCAI, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

In performing the duties of a Director, a Director shall be entitled to rely on the information, opinion, reports, or statements, including financial statements and other financial data, in each case prepared or presented by:

(a) One or more officers or employees of the Association whom the director believes to be reliable and competent in the matter presented.

(b) Counsel, public accountants, or other persons as to matters which the Director believes to be within such person's professional or expert competence.

(c) A committee of the Board upon which the Director does not serve, as to matters within its designated authority, which committees the Director believes to merit confidence, so long as the Director acts in good faith and without knowledge that would cause such reliance to be unwarranted.

Section 7.7 Removal: A director may be removed by the Board of Directors and officers, by a vote of two-thirds of those present and voting, whenever in their judgment the best interest of the FCAI will be served thereby.

Section 7.8 Life Members: The office of Life Member is established to honor and recognize former officers and directors for their service to FCAI. A Life Member shall be accorded the privilege of the floor.

ARTICLE VIII

Meetings of the Board of Directors

Section 8.1 Regular Meetings: An annual meeting of the Board of Directors shall be held immediately preceding the annual meeting of the membership for the purpose of considering such matters as may properly come before it. Other regular meetings of the Board of Directors shall be held at such other time as the Board may direct.

Section 8.2 Special Meeting: Special meeting of the Board of Directors may be called by the President or upon the written request of five directors.

Section 8.3 Notice: Notice of the date, hour and place of all meetings whether annual, regular or special, must be given to each director at least five days in advance of the date of the meeting.

Section 8.4 Absences: Any members of the Board of Directors who for three (3) consecutive monthly meetings of said Board shall be inexcusably absent, or shall be inexcusably absent five (5) times in a calendar year may be removed by the Board of Directors from his office, and said office shall thereupon become vacant and may be filled in accordance with the provisions to fill vacancies.

Section 8.5 Quorum: Unless otherwise provided in these Bylaws or required by law, one-third of the directors and officers shall constitute a quorum for the transaction of business at any meeting of the Board, and the vote of a majority of those present at the meeting shall be sufficient to act on any matter coming before the meeting.

ARTICLE IX

Officers

Section 9.1 Designation and Term: The following officers shall be elected from the existing Board of Directors at the annual Board of Directors meeting each year: a President; a First Vice-President; a Second Vice-President; a Treasurer; and a Secretary. The same individual may hold two or more offices except that the same individual shall not serve as both President and Secretary. Each officer shall serve until his/her successor shall have been elected at the annual meeting of the Board to be held in the following year.

Section 9.2 President: The President shall be the chief executive officer of the FCAI, and shall in general supervise and control all of the business and affairs of the FCAI. He/she shall preside as Chairman at any meetings of its members of the Board and of the Executive Committee. He/she shall be the official spokesman of FCAI in matters of public policy. He/she shall make all appointments to committees except as otherwise provided in these Bylaws, shall be an ex officio member of all committees. He/she may sign any contract or other instrument which the Board of Directors have authorized to be executed, except as provided otherwise by these Bylaws or by resolution of the Board, and shall perform all other duties usual to the office of President. He/she shall have the privilege of the floor and the right to vote.

Section 9.3 Vice President: The First Vice-President shall, in the absence of the President or upon his/her direction, perform all of the duties of the President, and shall perform such other duties as may be assigned to him/her by the President or by the Board of Directors. He/she shall have the privilege of the floor and the right to vote. The Second Vice-President shall perform such other duties as may be assigned to him/her by the President or by the Board of Directors. He/she shall have the privilege of the floor and the right to vote.

Section 9.4 Treasurer: The Treasurer shall have custody of and be responsible for all of FCAI Funds and shall in general perform all the duties incidental to the office of Treasurer. The Treasurer shall render at least a bi-monthly report to the Board of Directors and an annual report to the membership. He/she shall have the privilege of the floor and the right to vote.

Section 9.5 Secretary: The Secretary shall keep the minutes of all the official proceedings of FCAI and keep a register of the post office address of each member which shall be furnished to the Secretary.

Section 9.6 Executive Director: The Executive Director may be employed as the chief administrative head of FCAI. It shall be the duty of the Executive Director to supervise the entire staff and perform such other duties as may be delegated to him/her by the Board of Directors and all other duties usual to such office. The Executive Director may sign contracts and other instruments which the Board has authorized.

Section 9.7 Vacancies: In the event of the death, resignation, or removal from office of any officer during his/her tenure, the Board of Directors shall appoint a successor who shall serve until the expiration of the term for which his/her predecessor was elected.

Section 9.8 Removal: An officer may be removed by the Board of Directors and officers by a vote of two-thirds of those present and voting, whenever in their judgment the best interest of the FCAI will be served thereby.

Section 9.9 Additional Officers: The Board of Directors may create such other offices as it deems desirable, and they shall serve such terms and have such powers as the Board of Directors determines.

Section 9.10 Limitations: For the purpose of voting, all officers described herein that are Employer officers may vote on all matters.

ARTICLE X

Committees

Section 10.1 Executive Committee: The Board of Directors may annually elect an Executive Committee which shall consist of the President, the First Vice-President, the Second Vice-President, the Treasurer, and the Secretary. The Executive Director will be a member of the Executive Committee. The President shall serve as Chairman of the Committee.

ARTICLE XI

Fiscal Year, Audits

Section 11.1 Fiscal Year: The fiscal year shall close December 31, whereupon a full accounting will be made so as to report to the Annual Meeting of FCAI.

Section 11.2 Audit Committee: The President shall appoint an Auditing Committee consisting of at least two (2) Active Members prior to the Annual Meeting.

ARTICLE XII

Procedure at Meetings

Section 12.1 Rules: Robert's Rules of Order Revised shall govern the procedure of all meetings of members, directors, and committees, except as such Rules of Order may be modified by these Bylaws.

ARTICLE XIII

Membership Obligations

Section 13.1 Assignment of Rights: Each Employer Member of the FCAI by applying for or maintaining Membership in the FCAI does hereby covenant and agree with all other Employer members to be bound hereunder and;

(a) Does hereby designate and authorize FCAI to act as the sole and exclusive agent of said member for all purposes set forth in Section 2.1(a) and (b) herein; and

(b) Does hereby agree that no Employer Member will negotiate, bargain or agree to any collective bargaining agreement, or any term or condition of employment, directly or indirectly, with any labor organization as provided in Section 2.1(a) and (b) within FCAI's geographical jurisdiction without prior written approval of FCAI as designated on a form provided by FCAI.

(c) Does further agree that upon the request of FCAI such request having been duly authorized by a two-thirds percent vote of the general membership in attendance at the regular annual membership meeting or at a special general membership meeting called under Article IV, Section 4.2 of these Bylaws, and to the extent it may lawfully do so to lock out its employees, including subcontractors, to protect or enhance the bargaining position of the FCA of Illinois.

Section 13.2 Authorization Irrevocable: The authorizations, designations and agreements set forth in Section 13.1 herein are irrevocable except upon resignation of a member pursuant to Section 13.3 herein.

Section 13.3 Resignation: Any Associate Member or Employer Member may resign from the FCAI by filing written notice with the Secretary; provided, however, that in no event may any Employer Member resign from the FCAI under the following circumstances:

(a) Within six (6) months prior to the expiration of any labor agreement covering the member seeking to resign from any labor organization.

(b) After the start of negotiations by the FCAI or its designee with any labor organization whose members are employed by the FCAI member seeking to resign or by a subcontractor employed by said FCAI member.

(c) At any time when the FCAI declares that there is in effect or threatened any labor trouble or controversy with which the FCAI is involved in any way.

Section 13.4 Liquidated Damages:

(a) All Employer Members recognize it would be extremely difficult, if not impossible, to fix the actual damage to the FCAI and its members which would result from the breach of the provisions of this Article, and therefore, all Employer Members agree that the liquidated damages payable for each breach of said provisions shall be Two Hundred Dollars (\$200.00) for each employee employed by the breaching member, who is a member of a labor organization described in subparagraph (b) of this section, for each day the breach continues.

(b) For the purpose of subparagraph (a) of this section, a labor organization is one involved in or related to a breach of Sections 13.1, 13.2, or 13.3 herein.

(c) For the purpose of subparagraph (a) of this section, an employee shall include employees of a member's subcontractor.

(d) For the purposes of subparagraph (a) of this section, the number of employees shall be calculated at 80 per cent (80%) of the highest number of employees employed at any one time by the member or his subcontractor, or both, in the twelve (12) months immediately preceding the breach.

(e) Damages under this section shall be payable to the FCAI as liquidated damages and not as a penalty.

(f) Damages paid under this section, if lawful to do, shall be distributed on a fair basis to FCAI members or otherwise disposed of in such lawful manner as the FCAI shall decide.

Section 13.5 Arbitration:

(a) Any dispute arising under the provisions of this Article shall be submitted to and decided by an impartial arbitrator selected by FCAI from among arbitrators residing in Illinois who are members in good standing of the American Arbitration Association.

(b) Arbitration proceeding under this Article shall be instituted by written notice from FCAI to the Employer Member charged with breaching a provision of this Article.

(c) The arbitrator shall have the authority to determine whether an Employer Member has violated any of the provisions of this authorization and, if so, to compute in accordance with the formula set forth above the amount of the liquidated damages payable to FCAI in consequence of such violation and render a decision and award in favor of FCAI in the amount of such damages together with such other mandatory restraining order or award as the arbitrator shall consider appropriate. The fees and expenses of the arbitrators shall be borne by the member in the event the arbitrator finds it has violated the provisions of this authorization; otherwise, the fees and expenses shall be borne by FCAI. The Arbitrator's decision shall be final and binding.

Section 13.6 Board of Directors: Powers of FCAI under this Article may be exercised by the Board of Directors or its designee.

ARTICLE XIV

Indemnity

Section 14.1 Indemnification: Any person made a party to any action, suit or proceeding by reason of the fact that he, his testator or intestate representative is or was a director, officer or employee of FCAI, or of any entity in which he served as such at the request of the Corporation, shall be indemnified by FCAI against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceedings, or in connection with any appeal therein that such officer, director or employee is liable for negligence or misconduct in the performance of his duties.

Section 14.2 Exclusiveness: The foregoing right of indemnification shall not be deemed exclusive of any other rights to which any officer or director or employee may be entitled apart from the provisions of this section.

Section 14.3 Amount of Indemnity: The amount of indemnity to which any officer or any director or any employee may be entitled shall be fixed by the Board of Directors, except that in any case where there is no disinterested majority of the Board available, the amount shall be fixed by arbitration pursuant to then existing rules of the American Arbitration Association.

Section 14.4 Liability Insurance: FCAI shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its Directors, Officers, employees, including persons formerly occupying any such positions, against liability asserted against or incurred by any such person in such capacity or arising out of his or her status as such agent of the FCAI.

ARTICLE XV

Trustees

Section 15.1 Painters D.C. 30 Funds: The Board of Directors shall elect up to five (5) Trustees to the Board of Trustees of the Painters District Council No. 30 Pension Fund, the Board of Trustees of the Painters District Council No. 30 Health and Welfare Fund, the Board of Trustees of the Painters District Council No. 30 Joint Apprenticeship and Training Fund, and the Labor Management Industry Development Fund.

Section 15.2 Industry Fund: The Board of Directors shall elect seven (7) Trustees to the Board of Trustees of the Northern Illinois Painting and Drywall Institute. One of the seven Trustees shall be the person elected to the Office of Secretary-Treasurer of the Association, and his term as Trustee shall be concurrent with his term as Secretary-Treasurer of the Association. One of the seven Trustees shall be the person elected to the Office of the President of the Association, and his term as Trustee shall be concurrent with his term as President of the Association. One of the seven Trustees shall be a representative from the Central Chapter. The Board shall elect Trustees to the Board to generally represent the geographic and work type makeup of the membership.

Section 15.3 Terms: The term of each Trustee referenced in Section 15.1 shall be four (4) years and the term of each Trustee referenced in Section 15.2 shall be three (3) years. The term of each Trustee shall commence with his election and he shall serve as Trustee until the date of the election held in the year in which his term expires. The terms shall be staggered, the Trustees being elected in each year, except that at the first Board meeting, all Trustees shall be elected for terms of one (1), two (2), three (3) or four (4) years as to Section 15.1 and terms of one (1), two (2), and three (3) years as to Section 15.2. The Board of Trustees shall consist of Employer Members who shall be active Employer Members in good standing and shall be elected at a regular Board of Directors meeting, or at a special meeting of the Board of Directors held for the purpose of election.

Section 15.4 Vacancies: Vacancies on the Board of Trustees which shall be occasioned by death, resignation, or any other reason shall be filled by the Board of Directors. A Trustee appointed by the Board of Directors to fill such a vacancy shall serve for the unexpired term of his predecessor. The President may appoint an interim Trustee to fill a vacancy until the Board of Directors elects a person to serve.

Section 15.5 Nomination: A Nominating Committee composed of the President, First Vice-President, and Executive Director, if any, and up to two members elected by the Board of Directors by the end of December, or such other date designated by the Board of Directors, shall solicit candidates for each Trusteeship to be filled, and shall then determine a slate of candidates. The Nominating Committee shall make a report of its slate to the Board of Directors.

Section 15.6 Compensation: The Board of Directors may at their discretion compensate Trustees referred to in this Article 15 for attendance at meetings. The compensation shall be set by the Board of Directors in their reasonable discretion.

Section 15.7 Reimbursement: The Board of Directors may at their discretion reimburse Trustees referred to in this Article 15 for all reasonable expenses incurred in carrying out duties of Trustees.

Section 15.8 Removal: A Trustee may be removed by the Board of Directors by a vote of two-thirds of those present and voting, whenever in their judgment the best interest of the FCAI will be served thereby.

Section 15.9 Reporting: Trustees shall report status of the Fund activities and status Fund finances at a Regular Board of Director's meeting at such intervals as required by the Board of Directors.

ARTICLE XVI

Waiver of Notice

Section 16.1 Waiver of Notice: Whenever any notice whatever is required to be given under the provisions of the General Not-for-Profit Corporation Act of Illinois or under the provisions of the Articles of Incorporation or the Bylaws of FCAI, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XVII

Amendments

Section 17.1 Power:

(a) The power to alter, amend or repeal these Bylaws shall be vested exclusively in the Board of Directors.

(b) These Bylaws may be altered, amended or repealed by the Board of Directors at any regular or special meeting, by two-thirds (2/3) vote of those Board members in attendance and voting, provided that written or electronic notice of said meeting accompanied by a copy of the proposed actions shall have been mailed to each member of the Board not less than fifteen (15) days prior to the meeting at which the vote on the alteration, amendment or repeal of the Bylaws is to be taken.

Section 17.2 Notice: Any alteration, amendment or repeal of these Bylaws shall take effect immediately upon the action of the Board of Directors provided, however, that within ten days of such action a copy of the alteration amendment or repeal shall be mailed to each member of FCAI.

Section 17.3 Effective Date: These Bylaws shall become effective immediately upon their adoption by the Board of Directors and thereafter copies of the same shall be distributed to each member as soon as possible.