

# Massage Therapist Association of Saskatchewan, Inc.

# Bylaws

## Revised May 2019



*"MTAS is dedicated to the profession of massage therapy and to the protection of the public."*

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## **MTAS Board Members & Staff List 2019**

Marles Kerns	President/Legislation
Camille Lapierre	Vice President
Aileen Tran Mapletoft	Secretary
Cecilia Mryglod	Treasurer
Mandy Fahr	Education
Erin Sobkow	Complaints & Investigation
Corey Schultz	Competency/Continuing Education
Donelda Gowan	Research
Tim Rutley	Membership/Public Relations
Jordan Smith	Intergovernmental Affairs/Insurance

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**MTAS**  
Massage Therapist  
Association of Saskatchewan

## **BYLAWS**

### **1.1 Definitions**

In this Bylaw, unless the context otherwise requires, expressions defined in The Non-Profit Corporations Act, or any statutory amendment or modification of that Act, shall have the meaning so defined, and:

“Act” means The Non-Profit Corporations Act, (Saskatchewan);

“Articles” mean the Articles of the Association from time to time;

“Board”, “Directors” and “Board of Directors” mean the Board Members of the Association for the time being;

“Board Member” has the meaning set forth in Section 3.1;

“Bylaws” means these Bylaws and all other Bylaws of the Association from time to time in force and effect;

“Code of Ethics” means the code of ethics adopted by the Association and included in the bylaws, as may be amended from time to time;

“Association” means the Massage Therapist Association of Saskatchewan Inc.;

“License number” means the MTAS number (the registration number issued by the Association to Practicing and non-resident Practicing members).”

“Massage therapy” implies that the Member has been trained and has qualified to the satisfaction of the Board in the therapeutic application of massage, which training must involve an understanding of the use of massage as an aid to the assessment and treatment of certain conditions, and of those conditions where massage is contraindicated;

“Member” means a Member of the Association and “Members” and “Membership” means all the Members of the Association;

“Membership Year” means November 1<sup>st</sup> of a calendar year to October 31<sup>st</sup> of the following calendar year;

“MTAS” means the Massage Therapist Association of Saskatchewan Inc.;

“Person” includes an individual, a partnership, and Association;

“Registrar” means the Executive Director or the designate appointed by the board to be responsible for the registration of members. (Added April 2005).

“Standards of Practice” means the standards of practice adopted by the Association and included in the bylaws, as may be amended from time to time.

Words importing the neuter gender shall include the feminine and the masculine and words importing persons shall include Associations and bodies corporate. Words importing the singular number shall include the plural number and vice versa.

### **1.2 Inconsistency with Act and Articles**

If there is any inconsistency between this Bylaw and the Articles or any Unanimous Member Agreement in effect respecting the Association (the "UMA"), the Articles or the UMA shall govern. If this Bylaw grants a right or a procedure for the exercise of a right where the Articles or the UMA provide a substantially similar right or a procedure for the exercise of a right, the right or the procedure, as the case may be, shall be exercisable only under the Articles or the UMA, as the case may be, and not under this Bylaw.

### **1.3 Purposes of the Association**

The purposes of the Association are to:

- a) Protect the public by ensuring standardized qualification for members of the Association;
- b) Promote the science, art and philosophy of massage therapy in Saskatchewan;
- c) Establish standards and qualifications of the Members to a level befitting the professional standards of the Association;
- d) Promote professional ethical conduct established by the Code of Ethics thereby safeguarding the public and the Membership;
- e) Uphold the professional integrity of the Members as necessary and as may be determined from time to time; and
- f) Represent the Members before all other professional bodies.

## **BUSINESS OF THE ASSOCIATION**

### **2.1 Registered Office**

The registered office of the Association shall be in a municipality located in the province of Saskatchewan as determined by the Board from time to time.

### **2.2 Corporate Seal**

The Board may adopt a common seal on which the name of the Association shall be engraved that may be affixed to documents or class of documents of the Association.

### **2.3 Corporate Logo**

In consultation with the Membership, the Board may, from time to time, adopt or change any logo or trademark to be used in Association with the Association and its services.

## **2.4 Reporting and Publication**

The Board shall publicize, either written and/or transmitted electronically, the reports of the Board no less than twice a year; one of which shall be with the notice for the annual meeting.

## **2.5 Financial Year**

Unless otherwise determined by the Board, the financial year of the Association shall end on the 31<sup>st</sup> day of October in each year.

## **2.6 Execution of Instruments**

Unless the Board directs otherwise, deeds, transfers, assignments, contracts, obligations, any Signing Board Member may sign certificates and other instruments on behalf of the Association. In addition, the Board may from time to time direct the manner in which the person or persons by whom any particular instrument or class of instruments may or shall be signed. Any person authorized to sign a document may affix the corporate seal to that document.

## **2.7 Banking Arrangements**

The banking business of the Association, including, without limitation, the borrowing of money and the giving of security therefore, shall be transacted with such banks, trust companies, credit unions or other bodies corporate or organizations as may, from time to time, be designated by or under the authority of the Board. Subject to Section 2.9, the Association's banking business, or any part thereof, shall be transacted under such agreements, instructions and delegations of powers as the Board may, from time to time, prescribe or authorize. Unless the Board directs otherwise, all cheques issued from the Association shall have the signatures of two authorized signatories.

## **2.8 Keeping of Accounts**

The Board shall cause true accounts to be kept of the sums of money received and disbursed by the Association, the matters in respect of which receipts and disbursements take place, all sales and purchases by the Association, the assets and liabilities of the Association and all other transactions affecting the financial position of the Association.

The books of account shall be kept at the registered office of the Association or at such other place as the Board thinks fit, and, subject to the Act, shall be open to inspection by the Board Members.

## **2.9 Borrowing Power**

Subject to approval by the Membership, but without limiting the borrowing powers of the Association as set forth in the Act, the Board may, from time to time, cause the Association to:

- (a) Borrow money upon the credit of the Association; and
- (b) Charge, mortgage, hypothecate, pledge or otherwise create a security interest in all or any currently owned or after-acquired real or personal property of the Association, including book debts, powers and undertakings, to secure any evidences of indebtedness or guarantees or any other present or future indebtedness or liability of the Association.

Nothing in this Section 2.9 limits or restricts the borrowing of money by the Association pursuant to bills of exchange or promissory notes made, drawn, accepted or endorsed by or on behalf of the Association.

## **2.10 Financial Disclosure**

At the annual general meeting next following a fiscal year end of the Association, the Board shall place before the Members the audited financial statements of the Association for that fiscal year.

## **2.11 Remuneration of Officers/Committee Members**

- (a) All reasonable expenses incurred by any Member of the Board or its Committees, while conducting the affairs of the Association shall be reimbursed by the Treasurer upon receipt of an itemized statement of such expenses by the Member claiming compensation.
- (b) The Board Members may review any expense claim submitted to the Treasurer and upon review either allow or disallow the claim.
- (c) The Board Members may be entitled to an honorarium for each Board meeting attended.

## **2.12 Establishing and Governing Scholarships, Bursaries and Prizes**

The Board may adopt and manage the establishing and governing of scholarships, bursaries and prizes.

# **BOARD MEMBERS**

## **3.1 Number and Term of Board Members**

The Board shall consist of not less than five (5) Board members, four (4) of whom shall also be the officers of the Association and no more than ten (10) Board members.

Subject to the Act and the Articles, the Members may, by ordinary resolution passed at an annual general meeting, increase the number of Board members. Each Board Member or Officer (herein collectively referred to as "Board Members") shall hold office for a term of two (2) years commencing on the date of election. The offices of the Association shall be President, Vice-President, Secretary, Treasurer and Past-President. The Board of Board members at the first meeting of the Board shall choose the President, Vice-President, Secretary and Treasurer. The first board meeting will occur after the Annual General Meeting.

Notwithstanding Section 3.3, the Member who held the office of President of the Association for the term of office immediately prior to an annual general meeting at which a new President is elected shall, if willing to do so, continue to act as a Director/Officer of the Association, without election by the Members, for the next ensuing term of office and shall hold the office of Past-President.

## **3.2 Eligibility for Election**

Any practicing Member or Non-resident Practicing Member with voting rights, in good standing, with the exception of an owner or operator of a massage therapy training school, or director of another massage therapy association, who is qualified to act as a director pursuant to the Act shall be eligible for election to the Board. A retiring Board Member shall be eligible for re-election.

All interested applicants who are eligible for election or re-election to the Board of Directors must have the MTAS application form submitted a minimum of twenty-one days prior to the Annual General Meeting. All applicants' biographies will be provided in the Annual General Meeting reports



### **3.3 Election at Annual General Meeting**

At each annual general meeting of the Association the Members shall elect Board Members to fill the vacant board positions. Each Board Member that has served for the immediately preceding term shall retire at the dissolution or adjournment of the annual general meeting and the Members entitled to vote thereat shall elect Board Members to replace such retiring Board Members.

The Member who held the position of President immediately prior to the election of a new Board at an annual general meeting shall be deemed to have been elected as a Board Member of the Association and shall hold the office of Past-President.

### **3.4 Failure to Hold Annual General Meeting**

Notwithstanding Section 3.3, where the Association fails to hold an annual general meeting in accordance with the Act or this Bylaw, the Board Members then in office shall be deemed to have been elected or appointed as Board Members on the last day on which the annual general meeting could have been held pursuant to the Act and this Bylaw and such Board Members may hold office until other Board Members are appointed or elected or until the day on which the next general meeting is held.

### **3.5 Vacant Positions of Retiring Board Members**

Notwithstanding Section 3.3, if at any annual general meeting at which there should be an election of Board Members, the places of any of the retiring Board Members are not filled by such election, such of the retiring Board Members who are not re-elected shall, if requested to do so by the Board and if such retiring Board Member is willing to do so, continue in office to complete the number of Board Members for the time being fixed pursuant to the Articles and this Bylaw until further new Board Members are elected at a general meeting convened for that purpose. If any such election or continuance of Board Members does not result in the election or continuance of the number of Board Members for the time being fixed pursuant to this Bylaw, the number of Board Members shall be fixed at the number of Board Members actually elected or continued in office.

### **3.6 Casual Vacancies**

The Board shall have power, exercisable by special resolution, to appoint a Member (who is eligible for election and willing to accept such appointment) to fill any casual vacancy on the Board. Any Board Member so appointed shall hold office only until the next annual general meeting.

### **3.7 Vacancy in Office of President**

A vacancy in the office of President shall be filled by the Vice-President until the expiry of the term of office of the Member who held the office of President immediately prior to such vacancy and the office of Vice-President shall be elected from the remaining Board Members by majority vote of the Board. If the offices of President and Vice-President are both vacant, then the Board may fill such vacancies by appointment in the manner set forth in Section 3.6.

### **3.8 Removal of Director or Director/Officer**

The office of a Board Member shall be deemed to be vacated if the Board Member

- (a) Resigns the office by notice in writing delivered to the registered office of the Association;
- (b) Is convicted of an indictable offence and the Board shall have resolved to remove such Board Member;
- (c) Is not, or ceases to be, qualified to act as a Board Member pursuant to the Act or the Bylaws, the Code of Ethics, or the Standards of Practice; or
- (d) Is suspended by the Disciplinary Committee appointed pursuant to Section 10.1 or is found guilty of a disciplinary offence by the Disciplinary Committee and the Board shall have resolved to remove such Board Member.

Subject to the Act, the Members may by resolution passed at a special meeting convened for that purpose, remove any Board Member from office before the expiration of such Board Member's term of office and may by ordinary resolution appoint another Member eligible for election to fill such vacancy until the next annual general meeting.

### 3.9 Retirement

A Board Member may retire from office upon giving notice in writing to the Association of the Board Member's intention to do so. The resignation shall take effect upon delivery of the notice or upon such later date as may be specified in the resignation.

## POWERS AND DUTIES OF BOARD MEMBERS

### 4.1 Powers of Management

The Board shall manage, or supervise the management of, the property, affairs and business of the Association and shall have the authority to exercise all such powers of the Association as are not, by the Act or this Bylaw, required to be exercised by the Association at a general meeting.

The Board shall approve educational programs and prescribe initial entry-to practice qualifications for the purpose of registration, as well as prescribe the continuing competency requirements for registration renewal.

### 4.2 Duties of Officers

The duties of the Director/Officers of the Association shall be as follows:

- (a) **President.** The President shall be the chief operating officer, and subject to the authority of the Board, shall have general supervision of the business of the Association. The President shall also have the other powers and duties specified by the Board, from time to time, and shall exercise such authority as is usually associated with the office of President and as is more particularly set forth in Robert's Rules of Order. The President shall also serve as an ex officio member of all Committees, except the Discipline Committee, appointed by the Board.
- (b) **Vice-President.** The Vice-President shall be responsible for routine duties, which would otherwise be the responsibility of the President and shall, in the absence or disability of the President, assume the duties and exercise the authority of the President.
- (c) **Secretary.** The Secretary shall attend and be the secretary of all meetings of the Board and Members. The Secretary shall enter or cause to be entered in records kept for that purpose, minutes of all proceedings at those meetings and committee meetings. The Secretary shall:

- (i) Give, or cause to be given, as and when instructed, all notices to Members, Board Members, auditors and Committee Members;
  - (ii) Be the custodian of the stamp or mechanical device generally used for affixing the corporate seal of the Association, and of all books, papers, records, documents and instruments belonging to the Association, except when some other Board Member or agent has been appointed for that purpose; and
  - (iii) Have such other powers and duties specified by the Board or the President.
  - (iv) The Secretary shall also perform such duties as pertain to the office as more particularly set forth in Robert's Rules of Order. The Secretary shall also maintain the record books of the Association as required by the Act and in which the Bylaws, special rules of order, standing rules and minutes are entered, with any amendments to these records properly recorded. The Secretary shall have the current record books on hand at every general meeting and meeting of the Board. The Secretary shall make the record books of the Association available to Members upon request and in accordance with the Act. The Secretary shall have conduct over the correspondence of the Association.
- (d) **Treasurer.** The Treasurer shall keep proper accounting records in compliance with the Act and shall be responsible for the deposit of money, the safekeeping of securities and the disbursement of the funds of the Association. The Treasurer shall render to the Board, whenever required, an account of all transactions by the Association and the financial position of the Association and shall have such other powers and duties as specified by the Board or the President. The Treasurer shall perform such other duties as pertain to the office as more particularly set out in Robert's Rules of Order. The Treasurer shall prepare (or assist in the preparation thereof) annually the financial statements of the Association and present such annual financial statements at the annual general meeting of the Association.

#### **4.3 Conflict of Interest**

(a) In accordance with the Act, a Board Member who is, in any way, directly or indirectly interested in an existing or proposed contract or transaction with the Association or who holds any office or possesses any property whereby, directly or indirectly, a duty or interest might be created to conflict with such Board Member's duty or interest as a Board Member of the Association that Board Member shall declare the nature and extent of such Board Member's interest in such contract or transaction or of the conflict or potential conflict with such Board Member's duty and interest as a Board Member of the Association, as the case may be.

(b) Any existing or proposed contract or transaction in which a Board Member of the Association is directly or indirectly interested shall be referred to the Board or, at the sole discretion of the Board, to the Members for approval, regardless of whether such contract or transaction is one that in the ordinary course of the Association's business would not require approval by the Board or the Members.

(c) The Board shall review any matter brought to the Board's attention by any Board Member or Member of the Association, which alleges or asserts that a conflict of interest, as described above, exists between any Board Member and the Association.

The determination of the Board as to whether a conflict of interest exists shall be the final and binding determination of the matter.

#### **4.4 Restrictions on Voting by Reason of Interest**

A Board Member shall not vote in respect of any contract or other transaction with the Association in which such Board Member is interested, but such Board Member may attend and shall be counted in the quorum present at the meeting of the Board at which such vote is taken. If a Board Member votes in respect of such contract or transaction, then such Board Member's vote shall not be counted.

#### **4.5 Meetings of Board**

Any two Board Members may, and the Secretary of the Association upon request of two Board Members shall, call a meeting of the Board at any time and at a reasonable place in Saskatchewan. Reasonable notice of not less than ten (10) days of such meeting specifying the place, day and hour of such meeting shall be given to each Board Member. It shall not be necessary to give notice of a meeting of the Board to any Board Member if such meeting is to be held immediately following a general meeting at which such Board Member shall have been elected or is the meeting at which such Board Member is appointed. A notice of a meeting of the Board shall specify the purpose of or the business to be transacted at such meeting. The Board may conduct, adjourn and otherwise regulate its meetings as it thinks fit.

#### **4.6 Meetings by Conference Telephone**

A Board Member may participate in a meeting of the Board or of any Committee of the Board Members by means of conference telephones or other communication facilities by means of which all Board Members participating in the meeting can hear each other and provided that all such Board Members agree to such participation. A Board Member participating in a meeting in accordance with this Section 4.6 shall be deemed to be present at the meeting and shall be counted in the quorum therefore and be entitled to speak and vote thereat.

#### **4.7 Waiver of Notice of Meetings**

Any Board Member may file with the Secretary of the Association a document executed by such Board Member waiving notice of any past, present or future meeting or meetings of the Board being, or required to have been, sent to him and may at any time withdraw such waiver with respect to meetings held thereafter. After filing such waiver, no notice need be given to such Board Member, unless the Board Member otherwise requires in writing to the Secretary, of any meeting of the Board and all meetings of the Board so held shall be deemed not to be improperly called or constituted by reason of notice not having been given to such Board Member.

#### **4.8 Quorum**

The quorum necessary for the transaction of the business of the Board may be fixed by the Board at not less than a majority of the Board Members and, if not so fixed, shall be a majority of the Board Members.

#### **4.9 Voting at Meetings of the Board**

- (a) Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes, the question is lost.
- (b) Questions arising at any meeting to confirm, vary or revoke any Bylaw shall be decided by a two-thirds majority of votes.

#### **4.10 Consent Resolutions in Writing**

A resolution consented to in writing, whether by document, telegram, facsimile or any other method of transmitting legibly recorded messages, by all the Board Members shall be as valid and effectual as if it had been passed at a meeting of the Board duly called and held. Such resolution may be in one or more counterparts all of which together shall be deemed to constitute one and the same resolution. The Secretary shall file such resolution with the minutes of the proceedings of the Board and the resolution shall be effective on the date stated thereon or the latest date stated on any counterpart.

#### **4.11 Validity of Acts**

All acts done at any meeting of the Board, or of a Committee of Board Members, or by any person acting as a Board Member, shall be as valid as if every such person had been duly appointed and was qualified to be a Board Member, notwithstanding that it may be later discovered that there was some defect in the appointment of any Board Member or person acting As a Board Member or that any of them were disqualified.

### **MEETINGS OF MEMBERS**

#### **5.1 General Meetings**

The Association shall hold its annual general meeting in the spring of each calendar year at such time and place as may be determined by the Board. Meetings of the Members, other than general meetings, are called special meetings.

#### **5.2 Special Meetings**

The Board may convene a special meeting of the Association at any time. The Board shall also convene a meeting of the Membership on the requisition by not less than 5% of the Members. If the Board does not convene a requisitioned meeting within 60 days after receiving the requisition, any Member who signed the requisition may convene the meeting.

#### **5.3 Place of Meetings**

Meetings of Members shall be held in the Province of Saskatchewan at a location determined by the Board.

#### **5.4 Notice of Meetings**

Notice of the time and place of each meeting of Members shall be given in the manner provided in Section 6.1 not less than 21 days or more than 50 days before the date of the meeting. Notice must be provided to each Board Member, to the auditor and to each Member who at the close of business on the record date is entered in the Membership register as the holder of one Membership interest in the Association.

The notice of a meeting of the Members shall state the nature of the business to be transacted at such meeting in sufficient detail to permit a Member to form a reasoned judgment thereon and shall state the text of any special resolution to be submitted to the Membership. Any person entitled to attend a meeting of the Members may in any manner waive notice of or otherwise consent to a meeting of the Members.

### **5.5 List of Members Entitled to Notice**

For every meeting of the Members, the Association shall prepare a list of Members entitled to receive notice of the meeting, arranged in alphabetical order and showing the Members entitled to vote at the meeting. If a record date for a meeting is fixed pursuant to Section 6.6, the Members listed shall be those registered at the close of business on the record date. If no record date is fixed, the Members listed shall be those registered at the close of business on the date immediately preceding the day on which notice of the meeting is given. The list shall be available for examination by any Member during usual business hours at the registered office of the Association or at the place where the Membership register is kept and at the meeting for which the list was prepared.

### **5.6 Record Date for Notice**

The Board may fix in advance a date, preceding the date of any meeting of the Members by not more than 50 days and not less than 21 days, as a record date for the determination of the Members entitled to notice of the meeting. Notice of any record date shall be given not less than seven (7) days before the record date, by newspaper advertisement in the manner provided in the Act. If no record date is fixed, the record date for the determination of the Members entitled to notice of the meeting shall be at the close of business on the day immediately preceding the day on which the notice is given or, if no notice is given, the day on which the meeting is held.

### **5.7 Meetings without Notice**

A meeting of the Members may be held without notice at any time and place permitted by the Act:

- (a) If all the Members entitled to vote at the meeting are present in person or represented by proxy or those not present or represented by proxy waive notice of or otherwise consent to the meeting being held; and
- (b) If the auditors and the Board members are present or waive notice of or otherwise consent to the meeting being held;

As long as the Members, auditors or Board members present are not attending for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called; this meeting, any business may be transacted which the Association at a meeting of the Members may transact.

### **5.8 Irregularities Do Not Invalidate**

Subject to the express provisions of the Act:

- (a) Accidental omissions to give notice of a meeting;
- (b) Irregularities in the notice of any meeting; or
- (c) The non-receipt of notice by a Member; shall not invalidate any resolution passed or any proceedings taken at any meeting and shall not prevent the holding of the meeting.

## **5.9 Proceedings at Members' Meetings**

All business shall be deemed special that is transacted:

- (a) At a special meeting; or
- (b) At a general meeting, except for the consideration and approval of the financial statements and the ordinary reports of Board members, auditors and other officers, the election of Board members and the re-appointment of the incumbent auditor.

Special business may be transacted, or a special or extraordinary resolution may be passed, at a general meeting if the requisite notice has been given.

## **5.10 Chair at Members' Meetings**

The President shall have the first right to chair each meeting of the Members, or, if the President is absent or declines, the Vice-President is entitled to chair the meeting. If the President and Vice-President are both absent or decline, or, if at any meeting such officer is not present within 15 minutes after the time appointed for holding the meeting, the Members present shall choose a Board Member to chair the meeting. If no Board Member is present, or if all the Board members present decline to chair the meeting, then the Members present shall choose one (1) of their number to chair the meeting.

## **5.11 Secretary and Scrutineers at Members' Meetings**

The Secretary shall act as secretary of all meetings, but if absent at any meeting, the chairperson at any meeting may appoint one (1) individual (who need not be a Member) to act as the secretary of that meeting. The Board may also appoint an individual (who need not be a Member) to record minutes at any meeting. The chairperson at any meeting of the Members may appoint one (1) or more individuals (who need not be Members) to act as scrutinizers.

## **5.12 Persons Entitled to be Present**

The only persons entitled to be present at a meeting of Members shall be:

- (a) The Members, whether or not they are entitled to vote thereat;
- (b) The Board members;
- (c) The auditors; and
- (d) Those persons who, although not entitled to vote thereat, are entitled or required under the Act, the Articles or these Bylaws to be present at the meeting.

Any other person may be admitted only on the invitation of the chairperson of the meeting or with the consent of the meeting.

## **5.13 Voting**

Every motion submitted to a meeting of the Members shall be decided in the first instance by a show of hands. In the case of an equality of votes on any motion the chairperson shall not have a casting vote in addition to the vote or votes to which that person may be entitled as a Member, and the motion shall be declared lost. Notwithstanding anything in this Bylaw, any Member or proxy-holder may demand a ballot either before or after any vote by show of hands.

Subject to the Act and the Articles, any Member listed as a "Practicing Member", Non-Resident Practicing Member, or an "Honorary Member with voting rights" on the list

prepared pursuant to Section 5.5 shall be entitled to vote at the meeting in respect of which the list was prepared. If no such list was prepared, every Practicing Member or Honorary Member with voting rights registered at the close of business on the date immediately preceding the day on which notice of the meeting is given shall be entitled to vote at the meeting in respect of which the notice was given. All other classes of Members may be heard, but not vote, at a meeting of the Members.

#### **5.14 Manner of Voting**

Votes may be given either personally or by a nominee appointed by proxy or, in the case of a body corporate, by a duly authorized representative.

#### **5.15 Votes of Members**

On a show of hands every Member entitled to vote on a resolution that is present in person, including any Member present by proxy shall have one (1) vote. On a ballot every Member entitled to vote on a resolution shall have one (1) vote for each Membership interest held by the Member, whether personally or by proxy, unless the Articles otherwise provide.

#### **5.16 Resolution in Writing**

Any resolution consented to in writing by all the Members who would have been entitled to vote on the resolution at a meeting shall be as valid and effectual as if it had been passed at a meeting of the Members duly called and constituted and shall relate back or ahead to any date stated in the resolution to be its effective date.

#### **5.17 Objections to Vote**

No objection shall be raised as to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered. Every vote not disallowed at that meeting shall be valid for all purposes. Any objection made in due time shall be referred to the chairperson of the meeting, whose decision shall be final and conclusive.

#### **5.18 Votes to Govern**

(a) At any meeting of the Members every question shall, unless otherwise required by the Act, the Articles or these Bylaws, be determined by the majority of the votes cast on the question.

(b) At any meeting of the Members where Bylaws are to be confirmed, varied or revoked a majority of two-thirds of the votes cast on the question.

#### **5.19 Ballots**

If a ballot is demanded, the ballot shall be taken in the manner and at the time and place as the chairperson of the meeting directs and may be taken at once or after an interval or adjournment, except as provided in Section 5.13. The result of the ballot shall be deemed to be the vote on the resolution in respect of which the ballot was demanded. The demand for a ballot may be withdrawn. The chairperson shall decide any dispute as to the admission or rejection of a vote, and that determination, if made in good faith, shall be final and conclusive.

#### **5.20 Proxies**



A proxy shall be in writing in any effectual form under the hand of the appointer or of that person's attorney duly authorized in writing and does not need to be attested. Any member in good standing may be appointed as a nominee by proxy. Proxies must conform to the requirements of the Act. No Member shall hold more than one proxy for any meeting of the Members.

#### **5.21 Validity of Proxy**

A proxy shall be valid at the meeting for which it is given and any adjournment of that meeting.

#### **5.22 Deposit of Proxy**

The proxy shall be deposited at the registered office of the Association or any other place specified in the notice of meeting not less than 24 hours before the time for holding the meeting at which the person named in the instrument proposes to vote. The proxy is invalid if that deposit is not made, unless otherwise declared by the meeting.

#### **5.23 Revocation of Proxy**

A Member may revoke a proxy by depositing an instrument in writing:

- (a) At the registered office of the Association at any time up to and including the last business day before the day of the meeting or at any adjournment of the meeting at which the proxy is to be used; or
- (b) With the chairperson of the meeting on the day of the meeting or at an adjournment of the meeting.

#### **5.24 Validity of Proxy Votes**

A vote given in accordance with the terms of a proxy is valid notwithstanding the previous death of the Member, or revocation of the proxy with respect to which the vote is given, as long as no written notice of the death or revocation was received by the chairperson before the meeting at the place where the proxies are to be deposited.

#### **5.25 Quorum**

Quorum shall consist of the practicing members who are present at a duly called meeting of the Members.

#### **5.26 No Quorum Present**

If within one-half an hour after the time appointed for the meeting a quorum is not present:

- (a) If the meeting was convened upon the requisition of Members or upon the call of any Member who signed a requisition upon which the Board members failed or neglected to act, it shall be dissolved; and
- (b) In any other case, the meeting shall stand adjourned to a day within thirty (30) days and if at that adjourned meeting a quorum is not present, the Members present shall be a quorum.

#### **5.27 Chair's Declaration**

At any general meeting, unless a ballot is demanded by a Member or proxy-holder, a declaration of the chairperson that a resolution has been carried, or carried by a particular majority, or lost, or not carried by a particular majority, and an entry to that

effect in the book of proceedings of the Association, shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

#### **5.28 Adjournment**

The chairperson of a meeting of the Members may, with the consent of the meeting, adjourn the meeting from time to time or from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

#### **5.29 Ballot regarding Chair or Adjournment**

Any ballot duly demanded on the election of a chairperson of a meeting or on any question of adjournment shall be taken at the meeting and without adjournment.

#### **5.30 Other Business Pending Ballot**

The demand for a ballot shall not prevent the continuance at a meeting of the transaction of any business other than the question on which a ballot has been demanded.

#### **5.31 Robert's Rules of Order**

All meetings of the Members shall be governed by the rules procedure set forth in the latest revised edition of Robert's Rules of Order.

### **NOTICES**

#### **6.1 Method of Giving Notices**

Any notice required or permitted to be given under the Act, the Articles or this Bylaw shall be in writing and may be given by personal delivery or by delivering, sending by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy, or sending by regular or prepaid registered mail posted in Canada, the notice to the particular Member, Board Member, or auditor at such person's address as it appears on the books of the Association, or to the Association at its registered office.

Any notice delivered or sent by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy on a business day shall be deemed conclusively to have been effectively given on the day the notice was delivered, or the transmission was sent successfully.

Any notice sent by regular or prepaid registered mail shall be deemed conclusively to have been effectively given on the third business day after posting; but if at the time of posting or between the time of posting and the third business day thereafter there is a strike, lockout, or other labour disturbance affecting postal service, then the notice shall not be effectively given until actually delivered.

The Secretary may change the recorded address of any Member, Board Member, or auditor in accordance with any information believed by the Secretary to be reliable.

#### **6.2 Undelivered Notices**

If any notice given to a person pursuant to Section 6.1 is returned on three consecutive occasions because such person cannot be found, the Association shall not be required to

give any further notices to such person until such person informs the Association in writing of such person's new address.

**6.3 Omissions and Errors**

The accidental omission to give any notice to any Member, Board Member or auditor or the non-receipt of any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

**6.4 Waiver of Notice**

Any Member (or a duly appointed proxy-holder), Board Member, or auditor may at any time waive any notice, or waive or abridge the time for any notice, required to be given to such person under any provision of the Act, the Articles or this Bylaw.

**6.5 Mechanical Signature**

The signature on any notice to be given by the Association may be written, stamped, typewritten or printed or partly written, stamped, typewritten or printed.

**6.6 Calculation of Days**

Where a given number of days' notice or a notice extending over any period is required to be given, the day of service of the notice and the day for which notice is given shall, unless otherwise provided, be excluded in counting the number of days or other period.

**6.7 Certificate regarding Notice**

A certificate of the Secretary or other duly authorized Board Member in office at the time of the making of the certificate as to the personal delivery, mailing, telegraphing, delivery, faxing or posting of any notice to any Member, Director, or Director/Officer, or publication of any notice, shall be prima facie evidence of that action.

**PROTECTION OF BOARD MEMBERS**

**7.1 Limitation of Liability**

No Board Member shall be liable for the acts, receipts, neglects or defaults of any other Board Member or employee or for joining in any receipt or other act for conformity, or for any loss, damage or expense happening to the Association through the insufficiency of or the deficiency of title to any property acquired for or on behalf of the Association, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Association shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortuous acts of any persons with whom any of the monies, securities, or events of the Association shall be deposited, or for any loss occasioned by error of judgment or oversight on such person's part, or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of such person's office or in relation thereto, unless the same are occasioned by such person's own willful neglect or default; provided that nothing herein shall relieve any Board Member from any duty to act in accordance with the Act and the regulations there under or from liability for any breach thereof.

**7.2 Indemnity**

Subject to the limitations contained in the Act, the Association shall indemnify a Board member, a former Board member, a person who acts or acted at the Association's request as a Board member of a body corporate for which the Association is or was a shareholder or creditor (or a person who undertakes or has undertaken any liability on behalf of the Association or any such body corporate) and such Board member's heirs and legal representatives, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by such Board member in respect of any civil, criminal or administrative action or proceeding to which such Board member is made a party by reason of being or having been a Board member of the Association or such body corporate, if:

- (a) The Board member acted honestly and in good faith with a view to the best interests of the Association; and
- (b) In the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, such Board member had reasonable grounds for believing that the conduct was lawful.

### **7.3 Insurance**

Subject to the limitations contained in the Act, the Association may purchase and maintain Board members' and officers' liability insurance for the benefit of its Board members, as the Board may from time to time determine.

## **POWERS OF DELEGATION AND HIRING**

### **8.1 Delegation**

The Board may, from time to time, delegate to one or more designated Board Members all or any of the powers conferred on the Board by Section 4.1 or by the Act to such extent and in such manner as the Board shall determine at the time of each such delegation.

### **8.2 Appointment of Attorney**

The Board may from time to time, by power of attorney or other instrument, appoint any person to be the attorney of the Association for such purposes, and with such powers, authorities and discretions (not exceeding those vested or exercisable by the Board under the Act and this Bylaw and excepting the powers of the Board relating to the constitution of the Board and of any of its Committees and the appointment of Board Members) and for such period, and with such remuneration and subject to such conditions as the Board may think fit, and any such appointment may be made in favour of any Association, firm or person or body of persons, and any such power of attorney may contain such provisions for the protection or convenience of such persons dealing with such attorney as the Board think fit. Any such attorney may be authorized by the Board to sub-delegate all or any of the powers, authorities and discretions for the time being vested in such attorney.

### **8.3 Salaried Employees**

The Board may engage any salaried or contract employees deemed necessary to carry out duties prescribed under the Act, these Bylaws or Association business.

## COMMITTEES

### **9.1 Delegation to Committees**

The Board may delegate any of its powers to Committees consisting of one or more Board Members and may, from time to time, revoke any delegation. In the exercise of delegated powers, a Committee shall conform to any regulations that, from time to time, may be imposed upon it by the Board. The President shall sit as an ex officio Member of all Committees of the Association, except the Discipline Committee. The Board may, from time to time, remove a Board Member from a Committee.

### **9.2 Committee Meetings**

The meetings and proceedings of any Committee consisting of more than one Board Member shall be governed by the provisions of this Bylaw regulating the meetings and proceedings of the Board, including quorum, so far as they are applicable and are not superseded by any regulations made by the Board under Section 9.1.

### **9.3 Report of Committees**

The chairperson designated by a Committee shall submit minutes of that Committee's meetings and report to the Board, upon request, and to the Membership, at each general meeting of the Membership.

## INVESTIGATION AND DISCIPLINE

### **10.1 Investigation and Discipline Committees**

The Board shall appoint Investigation and Disciplinary Committees to deal with any breaches of the Codes of Ethics, the Standards of Practice or the Bylaws of the Association and to enforce same. The Disciplinary Committee will continue after resignation or election, if an ongoing investigation is taking place. A new committee member will not be added to an ongoing case.

### **10.2 Resolution Procedure**

#### **(1) Informal Resolution**

- (a) The Executive Director shall verify that the complaint involves a MTAS Member.
- (b) The Executive Director shall forward verbal complaints to the Executive Director and the designated Investigation Chairperson.
- (c) For reference purposes, Staff shall maintain a log of verbal complaints resolved informally.
- (d) If the issue or concern does not lend itself to informal resolution or is not resolved to the satisfaction of the Complainant, the Complainant will be asked to submit the complaint in writing.

#### **(2) Formal Resolution**

- (a) No complaint will be investigated, nor Discipline imposed if the complaints not made in writing within 24 months of the occurrence.
- (b) To initiate a formal resolution, the Staff shall mail to the Complainant:

- i. A Complaint Investigations form;
  - ii. A written explanation of the options available for addressing the complaint and the implications of these options;
  - iii. A consent document, which seeks authorization from the Complainant to proceed with Investigation/adjudication of the complaint within 10 days of the request by the Complainant.
- (c) Upon receiving a written complaint, the Executive Director shall:
  - i. Provide written notice to the Member who is the subject of the complaint, requesting a written response from the Member within 30 days; and
  - ii. Notify the Complainant, in writing, that the allegations contained within the written complaint will be reviewed.
- (d) Refer the file to the Investigation Committee Chairperson.
- (e) In the case where the Executive Director or Board is the complainant, the written form will be signed by the President and Executive Director.

### **10.3 Investigation Procedures**

The Investigation Committee may take the following action, as appropriate:

- (a) Find resolution of the matter with the consent of the Complainant and the Member who is the subject of the investigation;
- (b) Refer the matter to the Executive Director and/or appointed facilitator to mediate between the Complainant and the Member;
- (c) Refer the matter to the Discipline Committee for handling;
- (d) Request any person to answer any questions and to produce any records, notes, books, papers, or any other documents or items in the person's possession or under their control that the Investigation Committee believes may be relevant to the complaint being investigated;
- (e) With the written consent of the person producing them, produce and keep copies of any documents or items that are produced under clause (d); and
- (f) Recommend the complaint not be pursued.

### **10.4 Mediation**

- (a) Where the Investigation Committee believes that a complaint can be resolved through mediation and the Member and Complainant agree to participate in such a process, the Executive Director or an approved facilitator may meet with the Complainant and Member and attempt to resolve the dispute to the satisfaction of both parties.
- (b) The Executive Director or an approved facilitator may not engage in any subsequent proceedings or serve on the Disciplinary Committee or Appeal Committee if he/she participates in mediation for that file.
- (c) All communications during the mediation are privileged and shall not be admitted as evidence at any subsequent proceedings.
- (d) If the dispute between the Member and the Complainant is not resolved by mediation, the Investigation Committee may exercise any of the decision-making powers set out below.

## **10.5 Investigation Committee Authority**

The Investigation Committee may recommend to the Board any one or more of the following actions:

- (1) Take no action with respect to the complaint. The Committee shall give the Complainant and the Member notice that it intends to take no action with respect to the complaint if:
  - (a) The Committee considers a complaint to be frivolous, vexatious, made in bad faith or otherwise an abuse of process;
  - (b) The Committee believes the Member's conduct meets acceptable standards of practice, code of ethics and scope of practice;
  - (c) If the Investigation Committee decides to take no action, the Complainant has the right to make written submissions to the Discipline Committee Appealing the decision, within 30 days after receiving the notice.
- (2) Refer a specified allegation of the Member's professional misconduct or incompetence to the Discipline Committee.
- (3) Where there is danger to the public or to the reputation of the profession or the Association, which cannot await a Disciplinary hearing, refer the Member to the Executive Committee for immediate disciplinary measures.
- (4) Recommend that the Board (or Executive Committee) make an interim order suspending or imposing terms, conditions or limitations on a Member's practice if:
  - (a) The file is referred to the Discipline Committee, and;
  - (b) The Investigation Committee believes the alleged conduct of the Member exposes or is likely to expose his or her client to harm or injury. Such an order continues to stay in force until the Disciplinary Committee disposes of the matter.

## **10.6 Recommendation Process**

- (1) All Investigation Committee recommendations must be presented to the Board in a written report, at the first normally scheduled Board Members meeting subsequent to the completion of the Investigation Committee Investigation.
- (2) The Investigation Committee recommendation(s) must be documented in Board minutes, as must the Board's decision to accept or reject the recommendation(s).
- (3) Upon the Board's acceptance or rejection of recommendation(s) from the Investigation Committee, the Investigation Committee shall provide the Member and the Complainant with a copy of the Board's decision.
- (4) Failure of the Member to comply with the Board approved recommendation(s), as per Section 10.5 (3) and 10.5 (4) in which the Board or Executive Committee does not suspend the Member will result in suspension of the Member pending decisions of the Disciplinary Committee, or until his/her co-operation is obtained.
- (5) Where the Board accepts the recommendation that the file be referred to the Disciplinary Committee, the Investigation Committee shall submit a statement informing of the charges or issues that will be dealt with, to both the Complainant and the Member.
- (6) The Investigation Committee Chair shall:
  - (a) Advise the Complainant and the Member of any rights to request an Appeal to the Disciplinary Committee.
  - (b) Advise the Complainant of the rights available to the Complainant to pursue other mechanisms for resolving the dispute. (Refer to section 10.11)

## **10.7 Disciplinary Procedures**

- (1) The Disciplinary Committee shall give priority to the matter and process the file expeditiously.
- (2) With the Complainant's consent, the Committee may examine any confidential information and/or medical records of the complainant related to the alleged offence.
- (3) Upon a matter being appealed or referred to the Disciplinary Committee, the Committee shall consider the written submissions of the Member and Complainant and all records and documents it considers relevant to the complaint.
- (4) The Disciplinary Committee shall determine whether the matter can be adjudicated solely based on the written materials or whether the matter should proceed to a disciplinary hearing.
- (5) When the Disciplinary Committee believes that a file can be adjudicated solely based on the written materials, it may proceed to generate a written decision based upon the written records. The parties shall be:
  - (a) Informed that a Discipline Committee has been established;
  - (b) Informed of the charge(s) or dispute(s);
  - (c) Provided with a copy of the Investigation and Discipline Bylaws;
  - (d) Invited, within a time specified by the Committee, to make written submissions of any information or arguments relevant to the deliberations of the Committee; and
  - (e) Informed of the findings of the Discipline Committee.

## **10.8 Disciplinary Hearing Procedures**

- (1) When the Disciplinary Committee determines that a hearing is required, the Chairperson shall inform both the Complainant and the Member of the following by registered mail, no later than 28 days prior to the date of the hearing:
  - (a) A hearing has been deemed necessary;
  - (b) A list of the charge(s) or dispute(s) to be heard;
  - (c) That both parties have the right to be heard in person;
  - (d) That each party may be represented by legal counsel at their own expense;
  - (e) That each party may also be accompanied by any other person of the general public, or a MTAS Member in good standing;
  - (f) Provided with a copy of the Investigation and Discipline Bylaws;
  - (g) Invite, within a time specified by the Disciplinary Committee, written submissions of any additional information or arguments relevant to the deliberation of the Committee; and
  - (h) Request that both parties must confirm their attendance or non-attendance for the hearing, at least 7 days prior to the date of the hearing.
- (2) On the day of the hearing, when necessary, the Disciplinary Committee, the Complainant or his/her legal representative and the Member or his/her legal representative, has full right to:
  - (a) To examine, cross-examine and re-examine all witness testimony in person. However, in cases where there is reasonable evidence that the witness would potentially suffer emotional or psychological stress from a face-to-face meeting with the Member at the hearing, the witness's testimony may be conducted by teleconference or as separate in-person interview; and
  - (b) To present evidence in defense and reply.



- (3) When a Member fails to attend the hearing, the Discipline Committee may proceed in his or her absence.
- (4) When the Complainant fails to attend the hearing and does not provide a just reason, the Discipline Committee may interpret this as a lack of commitment and may have cause to dismiss the complaint.
- (5) If, during the course of a hearing, the evidence shows that the accused may be guilty of misconduct different from, or in addition to, any misconduct specified in the charge, the Discipline Committee shall adjourn the hearing for any period that the Committee considers sufficient. This is to give the Member an opportunity to prepare a defense to the amended charge(s), unless the Member consents to continue the hearing.
- (6) The Discipline Committee may accept any evidence that it considers appropriate and is not bound by rules of law concerning evidence, and testimony may be given unsworn.
- (7) The Discipline Committee may consider the written report of the Investigation Committee in whole or in part or may call the Investigating Committee as witness to present the report.
- (8) The Discipline Committee may conduct the hearing or any part of the hearing in private.
- (9) The deliberations of the Discipline Committee shall be conducted in private. No person who is not a Member of the Committee shall be present.
- (10) The Discipline Committee shall give the findings of the hearing and provide reasons for its decisions and for any sanction ordered. This hearing report shall be sent to the Board for execution.
- (11) Copies of the hearing report shall be provided to both the Complainant and the Member.
- (12) The Disciplinary Committee shall advise the Member of any rights to request an Appeal.

#### **10.9 Disciplinary Committee Authority**

- (1) The Disciplinary Committee may make any one or more of the following recommendations:
  - (a) Dismiss the complaint;
  - (b) Reprimand the Member, with warning as to his/her future conduct;
  - (c) Suspend the Member for a defined period of time. If the Member is suspended, this shall be noted in the Membership register and Membership rights and privileges shall be removed during the period of suspension;
  - (d) Expel the Member from the Association and so order the following:
    - (i) Notice shall be sent to all Members of MTAS, insurance benefit providers, Massage Therapy Colleges and Associations, and relevant intergovernmental agencies.
    - (ii) The Member's name and license number shall be removed from the Membership register and cancel his/her Membership rights and privileges;
    - (iii) Ensure that Member is ineligible to serve in any function within the Association or attend any Association activity.

- (2) In cases where the Member has been found to have committed an act of professional misconduct or is found incompetent, he/she may be ordered to pay all, or part of the Association's costs incurred in investigating the matter and conducting the hearing.
- (3) Where there is evidence, which leads the Disciplinary Committee to the conclusion that there is danger to the public, or danger to the reputation of the profession or the Association, the Member shall be immediately suspended until the matter is resolved.
- (4) Specify conditions under which the Member may continue to practice, including some or all of the following:
  - (a) Discontinue use of specific treatment procedures or modalities;
  - (b) Successfully complete any upgrading, retraining or education that the Disciplinary Committee may specify, within any time period the Disciplinary Committee may specify;
  - (c) Obtain counselling, medical or other relevant treatment the Board Committee may specify, within any time period the Disciplinary Committee may specify;
  - (e) Any other reasonable condition the Disciplinary Committee considers fair.
- (5) The Disciplinary Committee may also order a second visit by Members of the Investigation Committee after a lapse of a specific period of time, to ensure that the Disciplinary Committee's requirements have been implemented.
- (6) Failure to comply with the requirements of the Disciplinary Committee will result in suspension of the Member until his/her compliance is obtained.
- (7) A written report documenting any amended orders or recommendations must be sent to the Board.

#### **10.10 Deference to Other Authorities**

Where the Chairperson of the Investigation Committee or the Chairperson of the Discipline Committee believes that the Member whose conduct is being investigated may be guilty of a criminal offence, that person shall refer the matter to an appropriate authority.

#### **10.11 Dispersal of Evidence**

All original documents and items put into evidence at the hearing shall be returned by the Disciplinary Committee to the person who produced them, on request, within a reasonable time after the hearing has concluded.

#### **10.12 Appeal Process**

- (1) The Member and the Board have the right to Appeal decisions or any order of the Discipline Committee, by serving a written notice of Appeal to the Appeal Committee within 14 days of receipt of the decision or order where:
  - (a) The Discipline Committee has found the Member guilty of misconduct;
  - (b) The Member is subject to an order imposed by the Discipline Committee or the Executive Committee;
  - (c) The Complainant can demonstrate just cause for Appeal, provided that an Appeal can only be filed if the Appeal involves a question of jurisdiction, or if it is alleged that the Disciplinary Committee erred in its interpretation of the charges, the policies or Bylaws of the Association; or the

application of the imposed Discipline. The Member or the Complainant has the right to Appeal the nature of the Discipline.

- (2) The written notice shall state the grounds of Appeal. An administration fee as determined by the Board, must accompany any formal request for an Appeal.
- (3) The Appeal Committee shall review all aspects of the file.
- (4) On hearing an appeal, the Appeal Committee may:
  - (a) Dismiss the Appeal;
  - (b) Quash the finding of guilt;
  - (c) Direct further inquiries by the Investigation Committee or appoint a new Investigation Committee to reinvestigate the file;
  - (d) Direct a new hearing or further inquiries by the Discipline Committee or appoint a new Discipline Committee to re-examine the file;
  - (e) Increase or decrease any penalty imposed by the Disciplinary or Executive Committees.
- (5) The costs associated with an unsuccessful Appeal shall be the responsibility of the Appellant.

### **10.13 Review by the Board**

- (1) A Member may Appeal the decision or any order of the Discipline Committee by serving the Executive Director with a notice of Appeal within 30 days after the decision of order where:
  - (a) The Member has been found guilty of professional misconduct or professional incompetence by the Discipline Committee; or
  - (b) The Member is subject to an order made pursuant to a criminal conviction.
- (2) The Appeal process shall be conducted in accordance to the Bylaws.

An appellant shall set out the grounds of Appeal in the notice of Appeal mentioned in subsection 1.

On receipt of a notice of Appeal, the Executive Director shall file with the Board a true copy of:

- (a) The formal complaint sent, and notice served or the report of the Investigation Committee;
- (b) The transcript of the evidence presented to the Discipline Committee; and the decision and order of the Discipline Committee.

The appellant or the appellant's solicitor or agent may obtain from the Executive Director a copy of the documents filed pursuant to subsection (3) on payment of the cost of producing them.

- (3) On hearing the Appeal, the Board of Directors may:
  - (a) Dismiss the Appeal;
  - (b) Quash the finding of guilt;
  - (c) Direct a new hearing or further inquiries by the Discipline Committee;
  - (d) Vary the order of the Discipline Committee
- (4) The Board may make any order as to costs that it considers appropriate.
- (5) The Member of the Board appointed pursuant to section 9.1 who is a Member of the Investigation or Discipline Committees or has received a report from these Committees or has a conflict of interest shall not participate in the hearing of an Appeal pursuant to this section.

#### **10.14 Reinstatement**

- (1) Subject to the Bylaws, on receipt of an appeal application, the Board shall:
  - (a) Review the application; and
  - (b) Investigate the application by taking steps it considers necessary.
- (2) On completion of its investigation, the Board may:
  - (a) Where it is satisfied that the person subsequent conduct and any other facts warrant reinstatement, order that the person be reinstated as a Member on any terms and conditions that the Board considers appropriate; or
  - (b) By order, refuse to reinstate the person.
- (3) Where, on an appeal application the Board refuses to reinstate a person as a Member, the person, within 30 days after the date of the order, may appeal the order of the Court, and the Court may allow or disallow the Appeal.
- (4) A person who has been expelled may apply to the Board for reinstatement. Such an application must state reasons for reinstatement and any information that justifies reasons for reinstatement.
- (5) Subject to the Bylaws, on receipt of a reinstatement request, the Board shall review the application and, if in the opinion of the Board the application disclosed information, which may justify reinstatement, the Board may investigate the application by taking any steps it considers necessary
- (6) A person whose application for reinstatement is refused may make a second applicant for reinstatement, based on new information not presented in the first request, any time 30 days after the completion of the initial reinstatement review.

#### **10.15 Conflict of Interest or Bias**

- (1) In the event that any Member of an Investigation, Discipline or Appeal Committee has a conflict of interest or is biased, that person shall declare the conflict or bias and the Chairperson of that Committee shall appoint, upon Board approval, a replacement.
- (2) In the event of a conflict of interest on the part of a Board Member, that Director shall not participate in any discussion or action of the Board related to this file.
- (3) No Board Member shall participate in the hearing of an Appeal if the Board Member has, or appears to have, a conflict of interest or bias as described in the MTAS code of ethics.

#### **10.16 Records and Use of Decisions**

The Association shall maintain a record of all decisions of the Investigation and Discipline Committees, and of all decisions of the Board and Appeal Committee.

The Discipline Committee and Board may consider the decisions of previous Discipline Committees and Boards but are not bound by the precedent.

Decisions of Discipline Committee and decisions of the Appeal Committee are matters of public interest and shall be publicly available.

If the Discipline Committee or Board decides that making the decision publicly available will unduly violate the privacy of any person, the Committee or Board may direct that the decision or part of the decision should be kept confidential.

## MEMBERSHIP

### 11.1 Eligibility for Membership

- (a) Candidates must have successfully completed a 2,200-hour curriculum-based massage therapy training program from a recognized education program.
- (b) Candidates who have successfully completed a course in massage therapy at an educational institute outside of Saskatchewan that the Education Committee, in accordance with the MTAS bylaws, considers to be the equivalent to the core curriculum currently advised for Saskatchewan schools.
- (c) Possess a current CPR Level "C" and Standard First Aid Certification.
- (d) Proof of successful completion of the MTAS Membership Qualifying Examination both practical and written.
- (e) Proof of registration as a Registered Massage Therapist in good standing from a legislated Canadian province or a Canadian Massage Therapy Alliance Association.
- (f) A criminal record check including the vulnerable sector search.
- (g) English language fluency.
- (h) Obtain and maintain a minimal \$2,000,000 liability and malpractice insurance.
- (i) Completing prescribed forms and submission of fees.

To remain in good standing and for renewal of membership, a Member must remit all prescribed forms/fees and maintain all continuing competency requirements as determined by the Board.

### 11.2 Competency of Members

- (a) All practicing members must obtain a minimum of forty (40) competency credits over a three-year period to maintain registration and/or license with the corporation. Required competency credits may be obtained as 40 primary credits OR a combination of 33 primary credits and 7 business credits totalling the required 40 competency credits
- (b) Competency credits will be granted to courses or professional development activities, according to the policies set by the Continuing Education Committee and approved by the Board.
- (c) Members are responsible to provide evidence to the satisfaction of the Board that the Member has obtained the required educational credits. This evidence must be filed with the Registrar.
- (d) Members shall review the Association's Code of Ethics, Standards of Practice and Bylaws on an annual basis.
- (e) All practicing members must have up to date CPR level C and Standard First Aid certification

### 11.3 Classification of Memberships

- (a) **Practicing Membership:** Subject to the Act and the Articles, a Registered Massage Therapist (R.M.T.) Practicing Member shall be entitled to all benefits and privileges of the Association and shall share equally its responsibilities and may hold office and vote at meetings of the Members. A candidate for Practicing Membership must:
  - (i) Display in a prominent place in the Member's place of business the annual certificate of Membership;

- (ii) Be eligible to practice massage therapy in accordance with Section 11.1;
- (iii) Pay the prescribed membership fee and other annual dues pursuant to Section 11.5 and the insurance premiums required pursuant to Section 11.3(a)(vi);
- (iv) Complete the prescribed membership form;
- (v) Upon request by the Board or the Registrar, provide of hours worked as massage therapist; and
- (vi) Obtain and maintain a minimal \$2,000,000 liability and malpractice insurance.

The Association shall issue a license number to each Practicing Member who satisfies the above criteria.

(b) **Non-resident Practicing Membership:** Subject to the Act and the Articles, a Non-resident Practicing Member shall be entitled to all benefits and privileges of the Association and shall share equally its responsibilities and may hold office and vote at meetings of the Members. A candidate for Non-resident Practicing Membership must:

- (i) Be eligible to practice massage therapy in accordance with Section 11.1;
- (ii) Not be currently practicing in Saskatchewan or practicing in another jurisdiction where membership in a massage therapy Association affiliated with the Canadian Massage Therapist Alliance (CMTA) is available. Where such affiliation is not accessible, the member may apply for non-resident practicing status by written membership to the Board. (revised April 2005)
- (iii) Pay the prescribed membership fee and other annual dues pursuant to Section 11.5 and the insurance premiums required pursuant to Section 11.3(a)(vi);
- (iv) Complete the prescribed membership request form; and
- (v) Upon request by the Board or the Registrar, provide of hours worked as massage therapist.

The Association shall issue a license number to each Non-resident Practicing Member who satisfies the above criteria.

(c) **Non-practicing Membership:** Subject to the Act and the Articles, a Non-practicing Member shall be entitled to all benefits and privileges of the Association except the right to hold office and to vote at meetings of the Members. Non-practicing Members may serve on Committees of the Board. A candidate for Non-practicing Membership must:

- (i) Be eligible to practice massage therapy in accordance with Section 11.1 prior to upgrading their membership;
- (ii) Not be currently practicing or, if practicing in another province or territory, must be a full member of a massage therapy Association affiliated with the Canadian Massage Therapy Alliance (CMTA) in that province or territory. (Revised April 2005);
- (iii) Pay the prescribed membership fees and other dues as per Section 11.5;
- (iv) Complete the prescribed membership request forms;
- (v) Comply with Section 11.3(a) to be eligible to transfer to a Practicing Membership; and

(vi) After five consecutive years as a Non-practicing Member, write and pass a member qualifying examination to become a Practicing Member.  
The Association shall not issue a license number to a Non-practicing Member.

(d) **Student Membership:** Subject to the Act and the Articles, a Student Member shall be entitled to attend and be heard at meetings of the Members, but shall not be entitled to vote thereat, may not hold an office in the Association, but may serve on Committees of the Board. A candidate for Student Membership in the Association must:

- (i) Be enrolled in an approved training body for massage therapy; and
- (ii) Pay the student membership fee pursuant to Section 11.5.

The Association shall not issue a license number to Student Members.

(e) **Auxiliary Membership:** Subject to the Act and the Articles, an Auxiliary Member shall be entitled to attend and be heard at meetings of the Members, but shall not be entitled to vote thereat, may not hold office in the Association, but may assist on Committees of the Board. Educators, health-care professionals (outside the massage profession), retired Association members and other interested individuals may obtain Auxiliary Membership in the Association. A corporation, partnership or other business vehicle may obtain an Auxiliary Membership in the Association. A candidate for Auxiliary Membership in the Association must:

- (i) Pay the Auxiliary Membership fee and other annual dues pursuant to Section 11.5; and
- (ii) Complete the prescribed membership request form.

The Association shall not issue a license number to Auxiliary Members. Auxiliary Members shall not practice massage therapy or use the Association's logo or emblem.

(f) **Honourary Practicing Life Membership:** Subject to the Act, any two individuals, one who is a practicing member of the Association, may recommend to the Membership sub-committee a nominee upon whom to bestow an MTAS Honourary Life Membership in the Association, for his or her exemplary contribution to the betterment of the massage therapy profession and as such warrants special recognition.

The sub-committee will be chaired by a board member of the Association and a minimum of 3 members at large. The committee will determine the selection of a candidate and further development of the policy.

(a) Nominees must be current members in good standing with the Association and have practised for a minimum of twenty (20) years;

(b) Nominees must show examples of the following:

- i. contribution to and/or promotion of the profession of massage therapy, Association and/or other members; and/or
- ii. exemplary contribution to volunteerism in the community; and/or
- iii. outstanding educational accomplishments and/or contributions to massage therapy education.

Successful candidates for honorary membership shall be exempt from payment of membership fees. Practising honourees must comply with all other requirements as

outlined in section 11.1. Honourees shall be entitled to vote at any meeting of the membership and may serve on any committee of the Board but may not hold office.

#### 11.4 Member Responsibilities

The responsibilities of all classes of Members include:

- (a) The duty to support and promote the purpose of the Association;
- (b) To notify the Association, in writing, of any change of address or telephone number of the Member, within 30 days of such change; and
- (c) To maintain the confidentiality of the Membership list of the Association.

#### 11.5 Membership Fees and Annual Dues

(a) The Membership fee for a Practicing Member shall be recommended by the Board and approved by the Members at the annual general meeting. The Membership fees and annual dues of all other classes of Membership shall be based on the Practicing Member Membership fee and annual dues and shall be determined annually as follows:

<b>Class of Membership</b>	<b>Fees and Annual Dues</b>
Non-resident Practicing	100% of Practicing
Non-practicing	50% of Practicing
Student Year One	No charge
Student Year Two	10% of Practicing
Auxiliary	25% of Practicing
Honourary	No charge

(b) In addition, each Member shall pay any additional fees, if applicable. Each Member shall pay all annual dues to the Association as follows:

- (i) At the time of registration or by October 31<sup>st</sup> in any year for the succeeding calendar year; or
- (ii) By means of a two-payment plan, under which the Member shall pay one-half of such Member's annual dues (plus the full CMTA fee and an administration fee as determined by the Board) on or before October 31<sup>st</sup> of each year and the remainder of the Member's annual dues on or before December 31<sup>st</sup> the same year.
- (iii) Year two Student membership fees will be deducted from year one Practicing membership fee.

Members who have not paid the annual fee by December 31<sup>st</sup> will be stricken from the Register and cease to be Members of the Association.

- (c) The reinstatement fee to have the Board review the status of a Member shall be one half of such Member's annual fee.
- (d) The membership fee and annual dues of an applicant accepted as a Practicing Member after April 15<sup>th</sup> of a Membership Year shall be pro-rated to the number of days remaining in the Membership Year for which such fees and dues apply.
- (e) All new applicants for Practicing Membership, except Student Members, may be charged an administration fee as determined by the Board. The Association shall not refund any part of the membership fees or annual dues once paid, regardless of



whether the Member has withdrawn or been suspended or terminated. In the event of a Member's death, membership fees, upon request, will be refunded relative to the number of days Membership was held.

### **11.6 Membership Interests**

Subject to the Act and the Articles, the Association shall only issue Practicing memberships to individuals. All membership interests are non-transferable. A membership interest is terminated when:

- (a) The Member dies;
- (b) The Member resigns by written notice to the Association;
- (c) The Member is expelled by special resolution of the Members entitled to vote thereon at a properly constituted meeting of the Members;
- (d) The Member's term of Membership expires, and the Member has failed to pay all fees, annual dues or assessments levied by the Association;
- (e) The Association is liquidated and dissolved pursuant to the Act; or
- (f) The Member's Membership is otherwise terminated in accordance with the Articles or this Bylaw by resolution of the Board.

### **11.7 Code of Ethics**

The purpose of this Code is to define professional integrity. All persons entering Membership with the Association shall formally agree to be bound under the following principles:

- (a) The welfare of the client shall be the primary concern of the Member.
- (b) A Member shall undertake to abide by all the laws in the Province of Saskatchewan.
- (c) A member shall provide services to their clients in a caring and respectful manner. The member will provide services fairly and without discrimination in recognition of the fundamental human rights.
- (d) A Member shall recognize that the interest and welfare of the client are paramount.
- (e) Member shall be responsible and accountable to society and shall conduct him/herself in a manner that maintains high standards.
- (f) A Member shall seek assistance from a colleague or refer a client to another qualified health professional in any situation where the therapist may feel that he/she lacks the necessary knowledge or competence to administer treatment. The Member recognizes the value and responsibility of working in cooperation with other healthcare professionals to ensure the best outcome for the patient.
- (g) A Member shall honour the confidentiality of the relationship between massage therapist and client.
- (h) A Member shall act in a professional manner in all dealings with clients, colleagues, other health professions and the public.
- (i) A Member shall refrain from making any statements or claims misrepresenting the therapeutic benefits of their treatment.
- (j) A Member shall refrain from enticing clients from the care of a colleague and to abstain from any action or statement that might bring a colleague, organization or the Association into disrepute.
- (k) Where a Member is aware and has proof of misconduct, breach of trust, violation or transgression of this Code of Ethics or Standards of Practice, it is his/her duty

to bring such knowledge and written proof to the attention of the Board of the Association.

- (l) All Members shall abide by the Membership requirements and Standards of Practice to remain in good standing with the Association.
- (m) A member shall refrain from carrying out any consultation, assessment or treatment of a child under the age of 18 years except in the presence or with the consent of a parent or guardian or other responsible adult approved by the parent or guardian.
- (n) All Members advertising must be in good taste and adhere to the MTAS advertising and marketing guidelines.

## **11.8 Standards of Practice**

### **(1) Client Consultation and Consent**

All decisions regarding the initiation of a treatment program will be made jointly with the client, or when necessary, with the client's advocate.

- (a) Client consent is based on informed consent. The mandatory Informed Consent Form, as approved August 1, 2003 (see Appendix 'A'), must be completed and stored in the client's file;
- (b) Client consultation will include a health history form (see Appendix 'B' for minimal requirements);
- (c) Confidentiality is a trust. It is imperative that all written and verbal information collected and/or shared from/with the client is kept private;
- (d) The Client has the right to stop or refuse treatment at anytime. When this request is made during treatment, the Member must comply despite prior consent. Written record of removal of consent must be noted in client's file.
- (e) Members must have on file at the MTAS office or the College of Massage Therapy of Saskatchewan a succession plan for client files. This plan shall contain:  
An agreement with another healthcare professional or fellow RMT in good standing with MTAS, member or any other person acceptable to the MTAS office as guardian of the files. Including an outline as to how the client files will be destroyed according to the legal requirement of medical health records in the Province of Saskatchewan.

### **(2) Functional Assessment and Treatment Plan**

- (a) A functional orthopedic assessment must be conducted, and a treatment plan proposed prior to the treatment of the client. The treatment plan may be altered if relevant findings dictate so.

Functional assessment includes, but is not limited to:

- i. Client's stated chief complaint or condition;
  - ii. History as relevant to chief complaint;
  - iii. Past medical history;
  - iv. Medications;
  - v. Objective (physical) findings (e.g. range of motion, posture, gait, palpation, functional tests, etc.);
  - vi. Review of referral or authorized report(s) from the client's additional health care providers, if available.
- (b) On completion of the client's assessment, the Member will determine a treatment plan that includes, but is not limited to:

- i. Desired health outcome;
  - ii. Type of treatment;
  - iii. Frequency of treatment;
  - iv. Client self-care;
  - v. Review of treatment results;
  - vi. Evaluation of current treatment.
- (c) The Member will acknowledge the limitations of his/her personal skills when a client's health history or assessment determines:
- i. The client requires diagnosis and opinion beyond the Member's capabilities;
  - ii. The client's condition is beyond massage therapy's scope of practice;
  - iii. A combined health care team is required to treat the client's condition.
- In all cases, relevant clinical information, with the consent of the client, will be provided to other health care practitioner(s) upon request.
- (d) The Member may refuse to treat any individual or treat any area of the client's body or to terminate the professional relationship if:
- i. The client refuses to complete a health history form or does not disclose relevant medical history that could make the Member liable;
  - ii. The client refuses to provide written consent despite being informed;
  - iii. The client is sexualizing the relationship;
  - iv. The client deliberately threatens the Member's emotional or physical boundaries;
  - v. The Member is discriminated based on age, gender, race, national origin, sexual orientation, religion, socio-economic status or body type;
  - vi. The client presents inappropriate behaviour or language;
  - vii. The client refuses or ignores the Member's recommendation to consult a Health Professional Practitioner for a condition where massage therapy is limited or contraindicated;
  - viii. The client demands treatment that is not included in the Scope of Practice;
  - ix. Engaging in a treatment presents conflict of interest.

### **(3) Conflict of Interest**

All Members shall conduct themselves so that their actions and conduct may not be interpreted as protecting self-interest. The interests of the public must always come first.

A conflict of interest may be defined as, but is not limited to the following:

- (a) Where the Member has a direct material interest;
- (b) Any situation that a reasonable person would believe that a conflict of interest could occur.

### **(4) Fees**

The fee structure and method of payment will be explained prior to treatment.

- (a) Fees for service will be appropriate and reasonable.
- (b) The Member's policy regarding cancellation of appointments and late arrival for appointments will also be explained.
- (c) Receipts:
  - (i) The client must receive an official receipt for each payment provided for massage therapy;

- (ii) The receipt must state the client's name; date; treatment given; fee received; Member's name; designation; license number; signature and location of practice;
- (iii) All treatments provided through modalities not included in the Association's scope and standards of practice must be billed, recorded and receipted separately from massage therapy.

**(5) Quality Assurance**

- (a) The Member will maintain competency and enhance their practical and theoretical knowledge through the professional development of his or her practice:
  - (i) The Member must display his/her current massage therapy license;
  - (ii) The Member will display or make available their current certification in Standard First Aid and Cardiopulmonary Resuscitation (CPR), Level 'C';
  - (iii) The Member will display or make available any certificates for attendance, training and successful completion of professional development courses when the subject matter is included in their practice.
- (b) Hygiene:
  - (i) The Member will maintain personal hygiene;
  - (ii) The Member will maintain their clinic and equipment in a sanitary manner;
  - (iii) Clean linens must be provided for each treatment;
  - (iv) The Member must wash his/her hands prior to each treatment;
  - (v) Latex or vinyl medical gloves must be used for oral treatment and in the case of possible transmission of infection.
- (c) Draping the Client:
  - (i) The Member will assure the privacy and respect of the client and to ascertain that the client feels comfortable, safe and secure with the draping provided throughout the treatment;
  - (ii) The Member will communicate any changes in draping procedures throughout the treatment;
  - (iii) The client may choose to be fully draped or fully clothed throughout the treatment;
  - (iv) Female clients must provide clear verbal consent before the Member undrapes the breast;
  - (iv) The nipple, areola, genitals, perineum and anus must not be undraped. Only when Manual Lymphatic Drainage treatment is done to the breast area may the Member only uncover the nipple and areola with the client's prior written consent;
  - (vi) The Member will drape the gluteal as follows: moving the drape bilaterally and caudally, no lower than the coccyx; or, unilaterally in a manner that does not expose the greater gluteal crease.
- (d) Joint mobilization within the profession of massage therapy is generally accepted as that which does not exceed the normal range of motion of the joint and does not employ a high velocity maneuver or manipulation. Any high velocity maneuver is unacceptable practice.
- (e) A Member will maintain client files as outlined in Records Management (item 8).

**(6) Sexual Ethics**

- (a) The Member will respect the integrity of each person, and therefore, not engage in any sexual conduct or sexual activities involving the client. Regardless of the behaviour of the client, it is always the responsibility of the Member not to engage in any sexual behaviour.
- (b) The Member will not commit any form of sexual impropriety with the client. Sexual impropriety includes, but is not limited to:
  - (i) Any behavior, gestures or expressions that is seductive or sexually demeaning to the client;
  - (ii) Inappropriate procedures including, but is not limited to:
    - (a) Disrobing or draping practices that reflect a lack of respect for the client's privacy;
    - (b) Deliberately watching the client dress or undress;
  - (iii) Inappropriate comments about or to the client, including, but is not limited to:
    - (a) Sexual comments about the client's body or underclothing;
    - (b) Making sexually demeaning comments to the client;
    - (c) Criticism of the client's sexual orientation;
    - (d) Discussion of sexual performance;
    - (e) Conversations regarding the sexual preferences or fantasies of the client or Member;
- (c) Requests for a date;
- (d) Kissing of a sexual nature
- (e) The Member will not commit any form of sexual abuse of the client. Sexual abuse includes, but is not limited to:
  - (i) Member/client sex, whether initiated by the client or not;
  - (ii) Engaging in any conduct with the client that is sexual or may be reasonably interpreted as sexual, including, but not limited to:
    - (iii) Genital to genital contact;
    - (iv) Oral to genital contact;
    - (v) Oral to oral contact (except CPR);
    - (vi) Oral to breast contact;
    - (vii) Touching or undraping the genitals, perineum or anus;
    - (viii) Touching or undraping the areola or nipple, without the client's written consent and/or with no intention to provide Manual Lymphatic Drainage;
    - (ix) Touching or undraping the breast for any purpose other than appropriate treatment to which the client has provided consent, or incidental contact resulting from the provision of CPR or other emergency measures;
  - (x) Encouraging the client to masturbate in the presence of the Member;
  - (xi) Masturbation by the Member while the client is present;
  - (xii) Masturbation of the client by the Member.

**(7) Certification and Title**

A license number to practice certificate and card will be issued to the Member by the Registrar upon successful completion of the entrance requirements.

- (a) A Member must display their certificate in a prominent place in their principle place of work, for inspection and recognition. The certificate is the Member's professional identification and cannot be duplicated and is non-transferable, nor may it be

“leased out” to unregistered facilities or persons and any time for any purpose by the Member.

- (b) A current Member is entitled to use the title and designation bestowed by the Massage Therapist Association of Saskatchewan, Inc. This term is the only designation to appear following the Member’s name, excepting academic degrees from recognized colleges or universities.
- (c) Neither a Member nor Member’s business can hire any person to administer any form of massage therapy unless the individual is a current Member holding a valid license to practice certificate, issued by the Massage Therapist Association of Saskatchewan, Inc.

**(8) Records Management**

- (a) Client records will include a signed consent form and a client health history form (see examples in Appendices ‘A’ & ‘B’).
- (b) The Member will safeguard and keep verbal and written client information confidential. Written authorization is required and will be obtained prior to all communications concerning the client’s records.
- (c) Stewardship of client records is the Member’s responsibility. The contents of a client record belong to that client. The client is entitled to a copy of their record’s contents, at their own copying expense.
- (d) Client records will be stored with locked security that can only be accessible to authorized personnel:
  - (i) Storage location for patient records is the responsibility of the Member.
  - (ii) Client records must be kept for a minimum amount of time after the last appointment date as is legally required in the province of Saskatchewan, after which they may be destroyed.
- (e) Members must have on file at the MTAS office or the College of Massage Therapists of Saskatchewan, a succession plan for client files. This plan shall contain:
  - (i) An agreement with another healthcare professional or fellow RMT in good standing with MTAS, or person acceptable to the MTAS office, as guardian of the files.
  - (ii) An outline as to how the client files will be destroyed according to the legal requirement of medical health records in the province of Saskatchewan.

**(9) Advertising and Promotions**

- (a) No Member shall offer to guarantee a cure, either verbally, in writing, by advertising, or otherwise.
- (b) Advertising, promotion and other marketing activities whether direct or indirect must be in good taste, accurate and not capable of misleading the public. This includes, but is not limited to:
  - (i) Misrepresentation of facts;
  - (ii) Statements that are not statements of fact, nor statements that cannot be proven to be accurate;
  - (iii) Comparison, whether directly, indirectly or innuendo, the Member’s service or ability, with that of any other Member or clinic;
  - (iv) Promises or offers of more effective services or better results than those available elsewhere;
  - (v) Deprecation of another Member or clinic as to service abilities or fees;

- (vi) Creation of an unjustified expectation about the results the Member can achieve;
  - (vii) False or misleading guise, or taking advantage, physical, emotional or financial, of any client;
  - (viii) Use of coercion, duress or harassment of a client;
  - (ix) Use of any image or message that can be deemed racist, sexual or discriminatory;
  - (x) Undignified, in bad taste or otherwise offensive to be incompatible with the best interests of the public or Members or tends to harm the standing of the massage profession generally;
  - (xi) Disclosure of the names of clients without their written consent.
- (c) Affiliation or Membership with any other relevant organization may be listed underneath name and designation with the terms "Member of" as a prefix.
- (d) Specifically, with telephone directory advertising, the Member may list:
- (i) Name, designation, clinic address and name, phone number(s) in the white pages;
  - (ii) Member's name and designation, clinic name and address, phone number(s), modalities offered, customer service features (hours, gift certificates, etc.) and logos in the display advertising section;
  - (iii) Further details are found in the Advertising and Promotions Policies & Procedures document (Appendix C).

**(10) Acts of Professional Misconduct**

- (a) Records:
- (i) Failing to keep records written in ink;
  - (ii) Failure to obtain and keep the client's informed consent form (see Appendix A);
  - (iii) Falsifying a record relating to a Member's practice;
  - (iv) Failing, without reasonable cause, to provide a report or a certificate relating to an examination or treatment performed by the Member, within a reasonable time, to the client, or his or her authorized representative after he or she has requested such a report or certificate;
  - (v) Signing or issuing in the Member's professional capacity a document that the Member knows contains a false or misleading statement;
  - (vi) Allowing any person to examine a client's health record, give any information, or copy any form in a client's health record for any person except as required or allowed by law;
  - (vii) Failing to provide information from a client record for which the Member has primary responsibility, as required by law;
  - (viii) Failing to make arrangements with the client for the transfer of the client's records in the care of the Member, when the Member changes office location and the client requests that the record be transferred;
  - (viii) Failing to securely store patient's records as legally required.
  - (ix) Failing to destroy patient records as legally required.

(b) Business Practices:

- (i) Submitting an account or charge for services that the Member knows is false or misleading;
- (ii) Charging or accepting a fee amount that is excessive or unreasonable in relation to the services performed, or may be performed, pursuant to the agreement to treat;
- (iii) Providing a blank treatment receipt to anyone for any purpose;
- (iv) Falsifying a treatment receipt in any manner;
- (v) Failing to advise the client, in advance, of the fees to be charged for the treatment;
- (vii) Failing to abide by any written understanding or undertaking given to the Member by the Massage Therapist Association of Saskatchewan, Inc., or to carry out any agreement entered into with the Massage Therapist Association of Saskatchewan, Inc.;
- (viii) Failing to itemize an account for professional services, if required to do so by the client, or the person or agency that is to pay, in whole or in part, for the services;
- (ix) No member will participate in fraudulent billing to a third party;
- (x) Contravention of Advertising and Promotion Guidelines or Policies.

(c) Practicing Massage Therapy and the Client Relationship:

- (i) Contravening of a term, condition or limitation imposed on the Member's certificate or registration;
- (ii) Contravening a standard of practice for the profession;
- (iii) Abusing the client, verbally or physically;
- (iv) Practicing the profession while the Member's ability is impaired by any substance;
- (v) Discontinuing professional services that are needed unless:
  - (a) The client requests discontinuation;
  - (b) The client is given reasonable opportunity to alternative s services;
  - (c) The client is abusive;
- (vi) Practicing the profession while the Member is in conflict of interest;
- (vii) Breaching an agreement with the client relating to professional services for the payment of fees for such service;
- (viii) Failing to reveal the exact nature of a secret remedy or treatment used by the Member, following a request by the client, the client's representative or the Massage Therapist Association of Saskatchewan, Inc.;
- (ix) Failing to use draping procedures outlined in the Standards of Practice;
- (x) Using massage credentials to endorse or promote any health care product or service for which the Member is neither qualified to represent nor if the health care product or service is outside the current Scope of Practice (e.g. vitamins, nutritional substances, pharmaceuticals, herbal products, homeopathic remedies, energy balancing, iridology, etc.).



- (d) Other Matters:
- (i) A charge or conviction of a criminal offence that falls under the *Criminal Code (Canada)* or the *Controlled Drugs and Substances Act (Canada)*;
  - (ii) Contravening a federal, provincial, territorial or municipal bylaw if:
    - (a) The purpose of the law, bylaw or rule is to protect public health;
    - (b) The contravention is relevant to the Member's suitability to practice;
  - (iii) Engaging in conduct or performing an act while practicing the profession that, having regard to all circumstances, would reasonably be regarded by the Members as disgraceful, dishonorable or unprofessional;
    - (a) Treating or attempting to treat a condition beyond the Member's competence;
    - (b) Failing to refer the client to a qualified Health Professional practitioner where the Member recognizes, or ought to have recognized, a condition requiring medical examination;
    - (c) Failing to pay any money owed to the Massage Therapist Association of Saskatchewan, Inc.

#### **11.9 Professional Conflict of Interest**

- (a) All Members shall conduct themselves so that their actions and conduct may not be interpreted as protecting self-interest. The interests of the public must always come first.
- (b) All elected Members of the Board and the Association, appointed Members, Committee chair persons, and employees of the Association acting in an official capacity shall conduct themselves so that their actions and conduct may not be interpreted as self-serving; and
  - (i) Shall declare a conflict of interest in matters in which they have a vested interest;
  - (ii) Remove themselves completely from the matters from which the conflict arises.
- (c) A conflict of interest may be deemed as, but not limited to the following:
  - (i) Where a Member has a direct material interest;
  - (ii) Where a Member is involved in determining/reviewing credentials and registration/licensing eligibility for an applicant or other Member who is an associate or related to that Member;
  - (iii) Where the Member is involved in the Investigation and/or Discipline process affecting another Member who is an associate or related to that Member; and
  - (iv) Any situation that a reasonable person would believe that a conflict of interest can occur.

**Dated:**

Made by the Members on the 30<sup>th</sup> day of March, 2014.

**APPENDIX 'A'**

**INFORMED CONSENT TO MASSAGE THERAPY TREATMENT**

I understand that the Massage Therapist is providing massage therapy services within their scope of practice as defined by the Massage Therapist Association of Saskatchewan, Inc.

I hereby consent to my Therapist to treat me with massage therapy for the above noted purposes including such assessments, examinations and techniques, which may be recommended, by my Therapist.

I acknowledge that the Therapist is not a physician and does not diagnose illness or disease or any other physical or mental disorder. I clearly understand that massage therapy is not a substitute for a medical examination. It is recommended that I attend my personal physician for any ailments that I may be experiencing. I acknowledge that no assurance or guarantee has been provided to me as to the results of the treatment. I acknowledge that with any treatment there can be risks and those risks have been explained to me and I assume those risks.

I acknowledge and understand that the Therapist must be fully aware of my existing medical conditions. I have completed my medical history form as provided by my Therapist and disclosed to the Therapist all the medical conditions affecting me. It is my responsibility to keep the Massage Therapist updated on my medical history. The information I have provided is true and complete to the best of my knowledge.

I authorize my Therapist to release or obtain information pertaining to my condition(s) and/or treatment to/from my other caregivers or third-party payers.

I have read the above noted consent and I have had the opportunity to question the contents and my therapy. By signing this form, I confirm my consent to treatment and intend this consent to cover the treatment discussed with me and such additional treatment as proposed by my Therapist from time to time, to deal with my physical condition and for which I have sought treatment. I understand that at any time I may withdraw my consent and treatment will be stopped.

I hereby give my consent to receive electronic communications (e-mail, text etc.)  
from this clinic and understand that I may withdraw this consent at any time      YES      NO

Client Name \_\_\_\_\_

Signature of Parent/Guardian \_\_\_\_\_

Witness \_\_\_\_\_

Date Signed \_\_\_\_\_

**APPENDIX 'B'**

**HEALTH HISTORY FORM – MINIMUM REQUIREMENTS**

**Name:**  
**Address:**  
**Date of birth:**  
**Physician’s name:**  
**Sports & activities:**

**Date of initial visit:**  
**Phone number:**  
**Referred by:**  
**Allergies:**

**Current medications:**

**Are you under medical care for any of the following: (circle)**

heart conditions	high/low blood pressure	fainting or dizziness
varicose veins	phlebitis/circulatory problems	headaches or migraine
neck injury	back injury	jaw or ear pain
osteoporosis	rheumatoid arthritis	osteoarthritis
cancer	kidney disease	skin conditions
diabetes	asthma/respiratory	fibromyalgia
Crohn’s disease	pelvic inflammatory disease	epilepsy
nervous disorders	whiplash	other:

**Have you received care from any of the following: (circle)?**

Physiotherapist	Chiropractor	Massage Therapist
Naturopath	other:	

**Reason for treatment:**

**Number/duration of treatments:**

**Have you had surgery in the past?** If yes, for what?

**Have you had any fractures/sprains in the past?** If yes, where?

**Have you had any serious illnesses in the past?** If yes, for what?

**Did the current injury result from a motor vehicle accident or workplace injury?**

**Have you had any of the following regarding your current condition: (circle)**

Physician’s examination	x-ray	other diagnostic tests
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**What relieves your pain?**

**What aggravates your pain?**

Signature of Parent or Guardian:

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***APPENDIX 'C'***  
**ADVERTISING AND PROMOTION POLICIES**

**ADVERTISING MAY INCLUDE:**

- Name of massage therapist
- R.M.T. or Registered Massage Therapist
- Member of MTAS or Massage Therapist Association of Saskatchewan, Inc.
- MTAS logo
- Membership with CMTA after first mentioning MTAS
- Address, telephone and fax number of your business
- Number of years of experience
- Business hours
- Your business name and/or logo
- By appointment only
- Gift certificates
- Wheelchair accessible
- Pregnancy table available
- On-site massage
- Swedish massage
- Therapeutic and/or relaxation massage
- Trained in .....
- Work related accidents
- Insurance plans accepted (WITH THE EXCEPTION OF SGI AND WCB)

**ADVERTISING MAY NOT INCLUDE:**

- Licensed massage therapist
- Massage practitioners
- SGI and/or WCB claims welcomed/accepted
- Soft tissue massage therapy/therapist
- Remedial massage therapist
- Approved by ....
- Accredited by ....
- Specialize in .....
- Specialist in .....
- Pain management
- Acupressure massage, reflexology, Shiatsu, Hawaiian or Oriental massage, acupuncture, therapeutic touch, Reiki, micro-fibre massage, aromatherapy, craniosacral, any form of bodywork
- Homeopathy
- Any form of alternative/holistic healing modalities other than massage

If a member is unsure about the specific wording while creating an advertisement, contact the office for guidelines.