

Guarantee and Inspection Service (GIS) Committee

Terms of Reference

Updated April 28, 2025

1. Introduction

- 1.1. The Architectural Woodwork Manufacturers Association of Canada's ("**AWMAC**") Board of Directors ("**BOD**") has elected to form and undertake activities through a Guarantee and Inspection Service ("**GIS**") Committee ("**Committee**").
- 1.2. This Terms of Reference ("**TOR**") establishes the Committee and its composition, role, and the specific authority the Committee has within its delegated area of responsibility. This TOR is subject to annual review by AWMAC. In this TOR, the standalone "AWMAC" may refer to the National AWMAC Board or those authorized to act on the Board's behalf.

2. Purpose

- 2.1. The purpose of the Committee is to assist AWMAC and AWMAC Chapters ("**Chapter**") in providing the GIS program successfully and cohesively in Canada. Definitions and details specific to the GIS program may be found in AWMAC's GIS-related policies and procedures.
- 2.2. The Committee is classified as an Advisory Committee of AWMAC that makes recommendations regarding the GIS program for consideration and decision by AWMAC and/or the respective regional Chapters, as applicable.

3. Authority

- 3.1. The Committee is without any ability to legally bind either AWMAC or any Chapter, including AWMAC's and any Chapter's volunteers, employees, and contractors, in any way, including but not limited to entering into any contractual obligation, procuring or selling goods or services, hiring employees or retaining consultants, entering into partnerships or commercial arrangements of any kind, incurring costs or making expenditures other than those approved in advance under this TOR, or borrowing or lending money on behalf of AWMAC, Chapters, or on its behalf.
- 3.2. The Committee and its Participants have no authority to independently set, implement, amend or publish programs, policies or procedures unless otherwise permitted by AWMAC.
- 3.3. Committee participants ("**Participants**") are subject to AWMAC's bylaws, policies and procedures.

4. Term and Composition

4.1. The term of each Participant depends on the structure of their association; however, it is recommended that Participants serve a minimum of three (3) years on the Committee.

4.2. The Committee is composed of the following:

4.2.1. One (1) representative of each Chapter (preferably a representative of a manufacturer member and a board member of the Chapter) who:

- a. is appointed by their Chapter;
- b. will serve as their Chapter's representative ("**GIS Representative**");
- c. commits to reviewing and understanding the GIS program, to the best of their ability, within three (3) months of joining the Committee;
- d. will act as a voting Participant, and
- e. has passed any exams or similar testing required by AWMAC.

4.2.2. One (1) Committee member who:

- a. is appointed by the Committee at the first calendar meeting (or when necessary);
- b. will serve as the Committee Chair ("**Chair**");
- c. will serve as a GIS Representative;
- d. will act as a voting Participant, and
- e. has passed any exams or similar testing required by AWMAC.
- f. May sit as past Chair for 1 year at the discretion of the Committee.

4.2.3. One (1) additional Committee member who:

- a. is appointed by the Committee at the first calendar meeting (or when necessary);
- b. will serve as the Committee Vice-Chair ("**Vice-Chair**");
- c. will serve as a GIS Representative;
- d. will serve in the Chair's absence and take on the Chair's responsibilities;
- e. will, act as a voting Participant;
- f. has passed any exams or similar testing required by AWMAC.

4.2.4. The AWMAC Executive Director ("**Executive Director**"), who:

- a. leads and supports volunteers who work to deliver the Strategic Plan and reports to the Board on progress;
- b. drafts and amends policies for Board approval and prepares procedures to implement the policies;
- c. oversees the planning, implementation and evaluation of AWMAC's programs and services;

- d. prepares and releases correspondence on behalf of the Board;
- e. identifies and evaluates AWMAC's risks and recommends and implements measures to control risks;
- f. performs all other duties as contained within their position description;
- g. will convey the BOD initiatives, updates, etc. to the Committee;
- h. will convey the Committee's initiatives, updates, etc. back to the BOD; and
- i. the Executive Director may appoint an AWMAC National GIS Program Manager ("**GIS Program Manager**") to sit on the Committee in their capacity as a Committee member.

5. GIS Representative Vacancy

Should a Chapter not have a GIS Representative on the Committee, the applicable Chapter may appoint a qualified representative of their Chapter to sit on the Committee until the GIS Representative position is filled. A Chapter may remove or replace its GIS Representative at any time and at its sole discretion.

6. Committee Responsibilities

6.1. The Committee as a whole will develop, assess, update, and clarify the GIS program per this TOR and any GIS-related annual work plans, schedules, policies and procedures of AWMAC, as required by AWMAC.

6.2. Committee participants will, at all times:

- a. treat all AWMAC and Chapter volunteers, employees, contractors, etc., with respect;
- b. participate in the Committee's work by sharing their expertise and informed perspectives;
- c. make every effort to attend all meetings;
- d. review all relevant material before meetings;
- e. make thoughtful recommendations in the best interest of AWMAC as a whole, free from personal interest or consideration;
- f. support the efforts of the Chair and carry out any individual assignments, and
- g. work to ensure that the actions of the Committee are aligned with AWMAC's mission and goals.

6.3. In addition to the above, Committee participants will report their Chapter's GIS challenges and successes, share GIS ideas and opportunities with the Committee, and share the Committee's meeting minutes with their Chapter board and Chapter GIS Administrators no later than 72 hours following a Committee meeting.

7. Planning

Annually, the Committee will review the Board's strategic goals and align its plans, goals, and tasks accordingly.

8. Expenditures and Budgeting

The Committee may only incur such fees and expenditures approved by AWMAC. The Committee does not manage a budget; however, it will recommend expenses for inclusion in AWMAC's annual budget.

9. Support Personnel

Per AWMAC's annual budget, the Executive Director will engage the services of and oversee individuals retained as employees or contractors to support the Committee's work.

10. Meetings

10.1. Frequency

The Committee will meet a minimum of four (4) times per year, with additional meetings as required at the call of the Chair or any two members of the Committee.

10.2. Quorum

A quorum comprises more than 50% of the Committee's voting participants.

10.3. Voting

The Committee will vote on the approval of meeting agendas, minutes, and recommendations it makes for AWMAC's consideration. More than 50% of the voting Participants must vote in favour (with a Manufacturer Member's majority) for it to pass. Any vote resulting in a tie will be considered defeated. If the vote is defeated, it will be recorded in the minutes along with the names of those who opposed the motion (if requested). The motion may be renewed by any voting Participant at a future meeting.

10.4. Documentation

The Chair will set the meeting agenda in collaboration with the Executive Director or support personnel. Committee members will receive agenda packages in advance of meetings. Minutes and other supporting documents will be circulated to Committee members following each meeting and no later than with the agenda package for the subsequent meeting.

10.5. Guests

Periodically, the Chair may invite one or more guests, or incoming GIS Representatives, to attend a specific meeting as non-voting participants or observers if pre-approved.

11. Right to Dissolve Committee and Dissolution Process

11.1. The Committee will remain active until dissolved by the Board.

11.2. Committee dissolution process as follows:

- a. The Executive Director shall send notice of the dissolution to all Committee participants within two (2) business days of receiving the Dissolution Notice.
- b. The next Committee meeting minutes will record the date of receiving the Dissolution Notice and the resulting date of the dissolution period.
- c. The Committee will continue to operate during a dissolution period of ninety (90) calendar days to complete any pending responsibilities of the Committee.
- d. With approval from the Board, the Committee may continue its activities under provisions of a dissolution extension period, provided that the then Committee participants agree to continue to serve on the Committee for the extension period. A dissolution extension period shall be no greater than ninety (90) calendar days.

- 11.3. At the end of the dissolution period or the extension to it, if any, the Executive Director, or their designate, shall have one (1) month to close out and consolidate all Committee records, drafts and correspondence files, all of which shall be permanently archived and placed on suitable archive media.

12. Confidentiality

No Committee participant, volunteer, employee, contractor, or guest ("**individual**") is to disclose, directly or indirectly, any information that is confidential or is deemed to be confidential and received through their work or role on the Committee without written consent from AWMAC, unless required by law. If clarification is needed, the individual must refer to AWMAC's Code of Conduct and Confidentiality Policy and Agreement. If clarification continues to be required, they must contact the Executive Director.

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