

# SHARP ALLIANCE

(Safety and Health Advocates Recommending Progress)  
“The Alliance Beyond Compliance”

## BYLAWS of the SHARP Alliance

Effective Date: September 21, 2000

Last amended date: December 12, 2024

### ARTICLE I – NAME

The name of this organization shall be the Oregon SHARP Alliance. Hereafter referred to as the SHARP Alliance.

### ARTICLE II – PURPOSE

**Section 1.** The Mission of the SHARP Alliance is to promote safety and health management and cooperation among companies and government for the betterment of all workers.

**Section 2.** The purpose of the SHARP Alliance will be to advocate for excellence in occupational safety and health and sustain continuous growth in programs that go beyond compliance,

**Section 3.** In fulfilling its purposes of a mutual benefit organization, the SHARP Alliance shall have the following goals:

- a) Provide network of safety professionals.
- b) Develop long-term relationships with governing agencies.
- c) Promote participation in programs that go beyond compliance.
- d) Mentor companies who are already involved in state/federal, beyond compliance programs.

eMentor companies in safety and health management

f) Provide input to state/federal governing agencies on activities, rules, best practices and strategic planning

g) Serve as a resource to workplaces that support the SHARP Alliance mission and purpose.

## ARTICLE III – ASSOCIATES

- Section 1.** Patron Associate and Partner Associate designations are available in the SHARP Alliance.
- Section 2.** Patron Associate status in the Alliance is open to those companies or organizations who have received recognition or certification in a beyond compliance program and VPP recognition from a state/federal governing agency.
- Section 3.** Partner Associate status is open to any individual, company, governmental organization, or other entity who support the mission, purpose, and goals of the SHARP Alliance.
- Section 4.** For voting purposes, each Patron Associate will have one vote per company. Partner Associates will have no voting privileges, unless they currently serve on the Alliance Operating Committee.
- Section 5.** Voting by proxy is permissible. Documented verification required, i.e. email.

## ARTICLE IV – ORGANIZATION

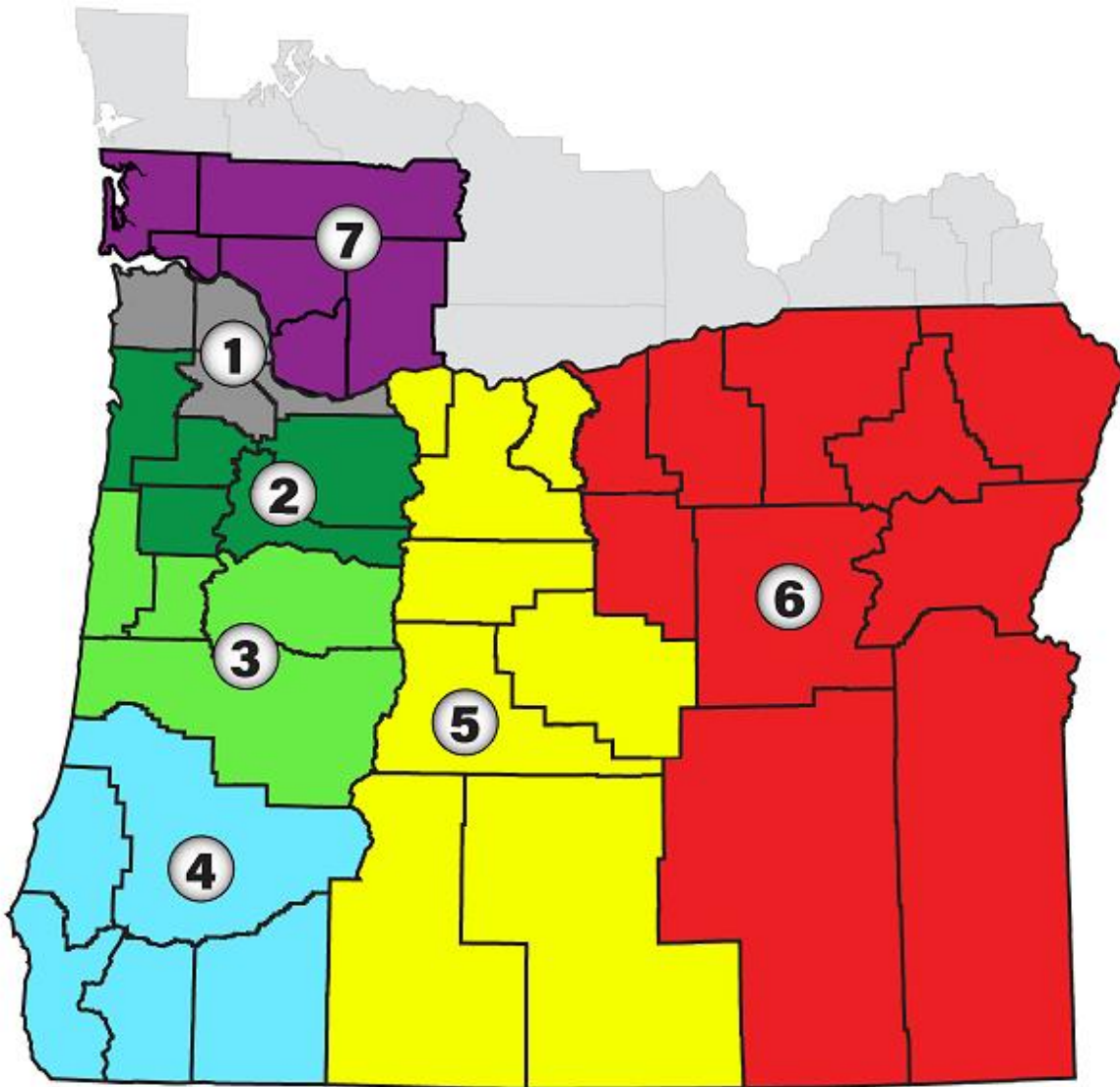
- Section 1.** The SHARP Alliance is a not-for-profit organization, for the purpose of carrying out the goals and objectives of the SHARP Alliance.
- Section 2.** There shall be an Operating Committee responsible for the operation and management of the organization. It shall be responsible for the supervision and care of all property, have full authority to commit the SHARP Alliance to action in consonance with resolutions adopted at meetings of the SHARP Alliance, and may cooperate with other organizations on such basis that will not impair the ability of the SHARP Alliance to pursue its purposes independently.
- Section 3.** The Chair, Vice-Chair, , Past Chair, Secretary , Treasurer, Technology Chair, and Membership Chair shall be known as the Executive Committee and shall have the responsibility of performing the day-to-day business of the SHARP Alliance in the interim between Operating Committee Meetings of the SHARP Alliance.
- Section 4.** A majority of the Operating Committee present at a meeting shall constitute a quorum.
- Section 5.** The Operating Committee shall consist of the Chair, Vice-Chair, , Past Chair, Secretary, Treasurer, Technology Chair, Membership Chair, seven regional delegates, four regional VPP Outreach delegates, and one delegate at large.
- Section 6.** The calendar year shall be from January 1 to December 31.

## ARTICLE V – OFFICERS

**Section 1.** Elected officers of the SHARP Alliance Operating Committee shall be:

- a) Chair
- b) Vice-Chair
- c) Secretary
- e) Treasurer
- f) Technology Chair
- g) Membership Chair
- g) Regional Delegates: Seven regional delegates will be elected from the general list of associates, to represent the following counties in the states:
  - Region 1: Clatsop, Columbia, Washington and Multnomah Counties in Oregon
  - Region 2: Tillamook, Yamhill, Clackamas and Polk Counties in Oregon
  - Region 3: Lincoln, Benton, Linn, Marion and Lane Counties in Oregon
  - Region 4: Coos, Curry, Douglas, Josephine and Jackson Counties in Oregon
  - Region 5: Hood River, Wasco, Sherman, Jefferson, Deschutes, Crook, Klamath and Lake Counties in Oregon
  - Region 6: Gilliam, Morrow, Umatilla, Union, Wallowa, Wheeler, Grant, Baker, Harney and Malheur Counties in Oregon
  - Region 7: Pacific, Wahkiakum, Cowlitz, Clark, Skamania and Lewis Counties in Washington

(See accompanying map for geographic boundaries).
- h) VPP Outreach Delegates: Four VPP Outreach Delegates will be elected from the general list of VPP associates, to represent the following geographical regions of the states.
  - 1<sup>st</sup> VPP Outreach Delegate: Regions 1 and 2
  - 2<sup>nd</sup> VPP Outreach Delegate: Regions 3 and 4
  - 3<sup>rd</sup> VPP Outreach Delegate: Regions 5 and 6
  - 4<sup>th</sup> VPP Outreach Delegate: Region 7
- i) Delegate At-Large: One Delegate At-Large will be elected from the general list of associates, who will fill in for any open Regional Delegate position. )
- j) Non-elected officers: (positions may be vacant until filled)
  - i. Past Chair
  - ii. Oregon OSHA Liaison
  - iii. Washington LNI Liaison



**Section 2:** All elected Operating Committee officers must be a patron associate or partner associate in good standing. All officers shall have voting privileges.

**Section 3.** The Chair shall:

- a) Preside at regular and special meetings of the SHARP Alliance Operating Committee and the general meetings.
- b) Represent the SHARP Alliance at meetings of other organizations where official representation of the SHARP Alliance is desirable. This may be delegated.
- c) Provide leadership for programs and activities for the SHARP Alliance during the term of office.
- d) Appoint such committees as are necessary to implement the goals and objectives of the SHARP Alliance.

**Section 4.** The Vice-Chair position shall:

- a) Work closely with the Chair.
- b) Assume any duties so designated by the Chair.
- c) Assist associates and the Operating Committee to promote the goals and objectives of the Alliance.
- d) Assume duties of the Chair should it become vacant.

**Section 5.** The Secretary shall:

- a) Maintain SHARP Alliance records and correspondence.
- b) Record and distribute minutes of SHARP Alliance General Meetings and SHARP Alliance Operating Committee Meetings.
- c) Notify SHARP Alliance associates of meetings.
- d)

**Section 6:** The Treasurer shall:

- a) Maintain all financial records of the SHARP Alliance.
- b) Send out renewal notices for associates.
- c) Supervise the receipt and disbursement of funds as directed by the SHARP Alliance's Operating Committee.
- d) Maintain SHARP Alliance funds in a depository approved by the Alliance Operating Committee.
- e) By January 31st prepare an income & expense statement for the fiscal year ending December 31.
- f) By February 15 prepare an audited income & expense statement for the fiscal year ending December 31, for IRS purposes.
- g) Serve as the Registered Agent for the SHARP Alliance.

**Section 7:** The regional delegates and At- Large Delegate shall:

- a) Ensure they have contacted associate companies and other interested parties in their geographic region and informed them of the Alliance, its meetings, its purpose, and encourage Alliance support.
- b) When an associate in their geographic area cannot attend a meeting, solicit their input on any agenda items.
- c) Serve as a primary contact person for organizations, elected officials, and enhance relationship with the governing agency in that area.

**Section 8:** The VPP Outreach Delegates shall:

- a) Mentor with SHARP, START and VPP facilities and other sites to foster continuous improvement in safety and health.
- b) Assist associates and the Operating Committee to promote the goals and objectives of the Alliance.

**Section 9:** The Past Chair shall:

- a) Work closely with the Chair.
- b) Assume any duties so designated by the Chair, to the best of their ability.
- c) Assist associates and the Operating Committee to promote the goals and objectives of the Alliance.

**Section 10:** The governing agency Liaison(s) shall:

- a) Provide guidance and assistance to the Operating Committee as needed.
- b) Notify Operating Committee of new beyond compliance awards.
- c) Send congratulatory letters to new SHARP and VPP companies with invitation to join.

- d) Assist associates and the Operating Committee to promote the goals and objectives of the Alliance.

**Section 11:** The Technology Chair shall:

- a) Update and maintain the SHARP Alliance website and other technology platforms.
- b) Assist associates and the Operating Committee to promote the goals and objectives of the Alliance.

**Section 12:** The Membership Chair shall:

- a) Develop, update, and maintain Patron and Partner Associate list.
- b) Ensure list is current and available to Operating Committee members.
- c) Assist associates and the Operating Committee to promote the goals and objectives of the Alliance.

## **ARTICLE VI – NOMINATION AND ELECTION OF OFFICERS**

**Section 1.** The most recent Past Chair, if available, or an individual appointed by the current chair shall serve as the Nominating Chair of the Nominating Committee. The Committee, including the Chair, will consist of no less than two (2) nor more than (4) committee members. Committee Members shall volunteer from the general associate list. Members of the Committee who are chosen to run for an office shall resign from the Nominating Committee. They will be replaced with non-candidate members appointed by the same officer who initially appointed the resigning Committee Member.

- Selection of the Nominating Committee Members shall be completed on an as needed basis.

**Section 2.** The Alliance Nominating Committee shall select qualified candidates for all elective offices. Candidates' names and qualifications shall be distributed to the Alliance associates.

**Section 3.** The term of elected SHARP Alliance Executive Committee officers shall be for four years beginning January 1. Chair/Secretary/Membership Chair and Vice-chair/Treasurer/Technology Chair elections will be staggered every 2 years beginning 2025 for Chair/Secretary and 2027 for Vice-chair/Treasurer.

Note: The Membership and Technology Chair positions are new as of December 2024. They will be appointed by Chair once the Bylaws are approved by the board in December. Future elections will follow the schedule documented in Section 3 above.

**Section 4.** The term of elected SHARP Alliance Delegate officers shall be for two years beginning January 1.

**Section 5.** Election of officers for the ensuing year shall be held at the December meeting. If there are more than one candidate for any office, election shall be by written ballot. If there is only one candidate for an office, election may be by voice vote. Votes may also be submitted via proxy or an email to Chair if unable to attend in person.

**Section 6. Removal of SHARP Alliance Officer:**

- 1) **Signed Petition:** presentation of a signed petition from either the SHARP Alliance Operating Committee, or five (5) voting associates of the SHARP Alliance

- 2) **Notification:** Notification of such meeting shall be e-mailed to each Operating Committee officer ~~associate~~ at least 30 days in advance of the date of the meeting.
- 3) **Removal:** the SHARP Alliance Operating Committee positions are removed by a 2/3 vote of the Operating committee.

**Section 7.** Vacancies in elected SHARP Alliance offices shall be filled by the way specified below:

- a) Should a vacancy occur in any elected office, including Secretary, Treasurer or any others, except Chair, the Chair shall appoint, with the approval of the Operating Committee, an eligible associate (see Article III, Section 1, and 2) to fill the unexpired term of office, giving special consideration to current committee Chair and experienced SHARP Alliance leaders who have recently completed their terms of office.

**Section 8.** Vacancies in appointed offices shall be filled for the un-expired term by appointees of the Chair then in office, with the approval of the Alliance Operating Committee.

**Section 9.** (Inability to serve) If after election, but prior to taking office, an officer is unable to serve for any reason, the vacancy shall be filled in the manner set forth in this Article.

## ARTICLE VII – CONTRIBUTOR

**Section 1.** Each associate will be encouraged to contribute annually to the SHARP Alliance.

**Section 2.** All Associate contributions shall be due annually by March 1 of the calendar year.

**Section 3:** Alliance Associate contributions are non-refundable.

## ARTICLE VIII – DISCRETIONARY EXPENDITURES

**Section 1.** All expenditures of \$200.01 dollars or more made by the SHARP Alliance shall be approved by a quorum of the elected Alliance Operating Committee, which shall include all those officers listed in Article V of these Bylaws.

**Section 2.** Expenditures of \$200 or less may be authorized by a majority vote of the Chair, , Vice-Chair, Secretary, Treasurer, and Past-Chair.

**Section 3.** To replenish the discretionary funds, not to exceed \$500, in one calendar year, as defined in Article IV Section 6, must be approved by a 2/3 majority vote of the Alliance Operating Committee, as defined in Article V Section 1 of these Bylaws.

**Section 4.** All discretionary expenditures made by the ~~Oregon~~ SHARP Alliance shall be weighed against the mission of the Alliance (Article II of these Bylaws) and no expenditures shall be made if, in the interpretation of the Alliance Operating Committee, the expenditure would not further the pursuit of the Alliance's mission.

**Section 5.** Exception to Article VIII Section 4 would be for the reasonable expenditure of a memorial to a past or present associates of the Alliance.

## ARTICLE IX – MEETINGS

- Section 1.** General Meetings shall be held at least four times during the year for the interchange and acquisition and sharing of knowledge among associates and guests, and providing input to regulatory agencies on any current or upcoming issues. The General meetings will be held on the second Thursday of March, September, and December. The December meeting will be the annual business meeting. The June meeting will be scheduled in conjunction with the Blue Mountain Occupational Safety & Health Conference.
- Section 2.** Alliance Operating Committee meetings shall be held one month prior to the general meeting for the operating committee to effectively plan the direction of the alliance and the topics of future meetings. The Operating Committee meetings will be held on the second Thursday in February, May, August, and November.
- Section 3.** Special meetings may be called by the Operating Committee. The notice calling such a meeting shall state the purpose of the meeting; such notice to be sent to each Operating Committee member.
- Section 4.** One third (1/3) of the present patron and partner associates in good standing shall constitute a quorum at any regular or special meeting. Vote may be by proxy.
- Section 5.** The latest edition of Robert's Rules of Order Newly Revised shall govern the transaction of business at all meetings of the Alliance unless otherwise provided in these Bylaws.
- Section 6.** Regions are authorized to hold monthly/quarterly meetings and training sessions, to help the SHARP Alliance promote safety and health management and cooperation among companies and government for the betterment of all Oregon workers. These meetings and training sessions will be Chaired or managed by the local SHARP Alliance Regional Delegate as to maintain the relationship to the larger body and continued reporting to the Operating Committee.

## **ARTICLE X – MISCELLANEOUS**

- Section 1.** The SHARP Alliance may be dissolved by Alliance associates, with voting privileges as defined in Article III, Section 4, in the following manner:
- a) A resolution to dissolve the Alliance shall be acted upon at a meeting of the Operating Committee. The resolution shall set forth the reasons for dissolution.
  - b) Within 30 days following the Operating Committee action, an email ballot shall be sent to all Alliance associates, with voting privileges as defined in Article III, Section 4, setting forth the reasons for the dissolution. Thirty (30) days after the ballots are emailed; they shall be counted by the Operating Committee. A two-thirds (2/3) vote is required for approval of the action.
  - c) Upon the adoption of the resolution to dissolve, the officers shall carry out the dissolution of the SHARP Alliance in conformance with the applicable Articles of Incorporation.
- Section 2.** The official SHARP Alliance symbol may be used by any associate in good standing. The SHARP Alliance logo will be used on SHARP Alliance correspondence, publications, shirts, jackets, vests, blankets and other official documents.



**Section 3.** Any fund-raising projects or activities shall be limited to those activities which are consistent with the purpose of the SHARP Alliance and approved by the Operating Committee.

**Section 4.** Alliance officers shall ensure retention of needed SHARP Alliance and associate records. Officers having charge of these records are authorized to dispose of the records at the end of the required retention period.

a) Minutes of meetings - permanently.

b) Correspondence - two years following completion of the SHARP Alliance year.

c) Financial Records - five years following completion of the SHARP Alliance year.

## **ARTICLE XI – AMENDMENTS**

**Section 1.** Amendments to these Bylaws may be proposed by the Alliance Operating Committee or by Alliance Patron and/or Partner Associates. Amendments proposed by the latter shall be presented to the Alliance Operating Committee.

**Section 2.** Amendments shall be reviewed and/or included in the Bylaws, and voted on at a general or special SHARP Alliance Operating Committee meeting at which action will be taken if a quorum is present. A two-thirds (2/3) affirmative vote is required for approval. All amendments to these Bylaws will become effective immediately after the vote.

**Section 3.** The Alliance Operating Committee shall publish any proposed amendments to the Associates-

## ARTICLE XII: BYLAWS HISTORY REVISION TABLE

REVISION DATE	PURPOSE OF AMENDMENTS
December 12, 2024	
November 9, 2018	<p><b>ARTICLE VII- CONTRIBUTOR</b> – Removed Section 5 after 8/10/18 vote of the Operating Committee</p> <p><del>Section 5. Associate sites hosting Alliance General Meetings or Operating Committee Meetings shall receive one year of associate status.</del></p> <p><del>Associate sites providing lunch to attendees at General Meetings shall receive one year of associate status.</del></p> <p>Associate sites hosting and also providing lunch to attendees at Alliance General Meetings shall receive two years of associate status.</p>
February 8, 2018	<p><b>ARTICLE V – Section 1 g)</b> – amended 1<sup>st</sup> &amp; 2<sup>nd</sup> VPP Delegate Regions (page 3) 1<sup>st</sup> VPP Delegate: Regions 1, 2, and 7   2<sup>nd</sup> VPP Delegate: Regions 3, 4, and 8 (page 3)</p> <ul style="list-style-type: none"> <li>Inserted item: i) Partner Delegate: one Partner Delegate will be elected from the general list of associates, who will represent Partner Members from all 8 Regions. (page 3)</li> </ul> <p><b>ARTICLE IX MEETINGS – Section 6</b> – Regions are authorized to hold monthly/quarterly meetings and training sessions, to help the Alliance promote safety and health management and cooperation among companies and government for the betterment of all Oregon workers. These meetings and training sessions will be Chaired or managed by the local SHARP Alliance Regional Delegate as to maintain the relationship to the larger body and continued reporting to the Operating Committee. (page 7)</p>
May 21, 2015	<p><b>ARTICLE IX – Section 1</b> – amended to state that the Alliance “The General Meetings will be held on the second Thursday of March, September, and December. The December meeting will be the annual business meeting. The June meeting will be scheduled in conjunction with the Blue Mountain Conference Occupational Safety &amp; Health Conference.” (page 7)</p>
February 14, 2013	<p><b>ARTICLE I – Section 3 e)</b> – amended to state that the Alliance “Serve as a resource to all Oregon workplaces. (page 1)</p> <ul style="list-style-type: none"> <li>Changed to associate status. (pages 2, 3, 4, 5, 6, 7, 8 and 9)</li> <li>Changed to patron associate. (pages 2, 3, 4, 5, 6, 7, 8 and 9)</li> <li>Changed to associate partner. (pages 2, 3, 4, 5, 6, 7, 8 and 9)</li> </ul> <p><b>ARTICLE II – Section 3:</b> inserted of a mutual benefit organization and (d) best practices. (page 1)</p> <p><b>ARTICLE IV – Section 6:</b> Changed to calendar. (page 2)</p> <ul style="list-style-type: none"> <li>Clarification: Associates voluntarily serve on the Alliance Operating Committee. (page 2)</li> <li>Changed to list of associates. (page 3)</li> </ul> <p><b>ARTICLE VII – CONTRIBUTOR</b> – changed to be collected. Section 1, encourages associates to become annual contributors. Section 2 &amp; 3 refers to contributions. (page 6)</p> <ul style="list-style-type: none"> <li>Changed Operating to Operating Committee. (Pages 2, 7 and 8)</li> <li>Changed meeting to general meeting. (pages 3, 4, 5, 7 and 9)</li> </ul> <p><b>ARTICLE VIII – Section 3:</b> Paragraph clarified; changed to calendar, and to must be approved. (page 7)</p> <p><b>ARTICLE IX – Section 1:</b> Clarification of General Meeting schedules.</p>
November 15, 2011	<p><b>ARTICLE IV Section 3:</b> defines the Executive Committee of the Oregon SHARP Alliance who shall have the responsibility of performing the day to day business of the Alliance in the interim between Operating Committee meetings.</p> <p><b>ARTICLE VII – DUES:</b> is amended to include hosting “Operating Committee Meetings” shall receive one year of membership at no cost.</p> <p><b>ARTICLE VIII – DISCRETIONARY EXPENDITURES</b></p>

	<ul style="list-style-type: none"> <li>• Provides limits on discretionary expenditures of \$200 or less with a vote of the Executive Committee.</li> <li>• Discretionary funds not to exceed \$500 in a fiscal year, unless replenished by a 2/3 majority vote of the Alliance Operating Committee.</li> <li>• Exception to expenditures made by the Oregon SHARP Alliance that would not further the pursuit of the Alliance’s mission, such as would be for the reasonable expenditure of a memorial to a past or present member of the Alliance.</li> </ul>
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**ARTICLE XII: BYLAWS HISTORY REVISION TABLE (continued)**

<b>REVISION DATE</b>	<b>PURPOSE OF AMENDMENTS</b>
September 8, 2011	<ul style="list-style-type: none"> <li>• Mission and goals updated to reflect VPP membership.</li> <li>• Duties transferred from the Secretary to the Treasurer: Treasurer to serve as the Registered Agent for the Oregon SHARP Alliance, along with the assuming the duties of sending congratulatory/honorarium membership letters to new SHARP and VPP companies.</li> <li>• June General Meetings to coincide with the Blue Mountain Safety &amp; Health conference; March General Meetings to coincide with the Governor’s Safety &amp; Health Conference in odd years, and with the Cascade Safety &amp; Health Conference in even years.</li> </ul>
September 10, 2010	<ul style="list-style-type: none"> <li>• Added 3 VPP delegates to the Operations Committee (Board).</li> <li>• Changed Registered Agent duties from Secretary to Treasurer.</li> </ul>
September 10, 2009	<ul style="list-style-type: none"> <li>• Membership open to VPP companies</li> </ul>
March 8, 2007	<ul style="list-style-type: none"> <li>• 2nd Vice-Chair added to the Operations Committee (Board)</li> </ul>
December 14, 2006	<ul style="list-style-type: none"> <li>• Quorum definition changed.</li> <li>• Graduation language added.</li> </ul>
December 10, 2004	<ul style="list-style-type: none"> <li>• Associate membership added.</li> <li>• Membership dues exchanged for hosting meetings/providing lunch.</li> </ul>
February 14, 2002	<ul style="list-style-type: none"> <li>• Added 2 regional delegates; expanded to 8 Regions, plus at-large delegate.</li> <li>• Interim Board meetings added.</li> </ul>
March 8, 2001	<ul style="list-style-type: none"> <li>• Dues became non-refundable</li> </ul>
September 21, 2000	<ul style="list-style-type: none"> <li>• Oregon SHARP Alliance founded, and Bylaws became effective</li> </ul>