



NOTSO AMAZON SOFTBALL LEAGUE

BY-LAWS

Overview

This documents the by-laws which the Notso Amazon Softball League shall conduct business and affairs. The by-laws serve to keep all parties informed and accountable.

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General

Definitions

Definitions of terms used throughout the document.

- A. "Act" means the Canada Not-for-profit Corporations Act S.C. 2009, c.23 including the Regulations made pursuant to the Act, and any statute or regulations that may be substituted, as amended from time to time;
- B. "Articles" means the original or restated articles of incorporation or articles of amendment, amalgamation, continuance, reorganisation, arrangement or revival of Notso Amazon Softball League;
- C. "By-law" means this by-law and any other by-laws of the Corporation as amended and which are, from time to time, in force and effect
- D. "Collective" means the group of elected members of the Notso Amazon Softball League
- E. "Executive" means any position on the Collective with key decision-making powers. Execution Collective roles include President, Vice-President, Treasurer and Secretary.
- F. "Meetings of membership" includes an annual meeting of members or a special meeting of members; "special meeting of members" includes a meeting of any class or classes of members and a special meeting of all members entitled to vote at an annual meeting of members;
- G. "Ordinary resolution" means a resolution passed by a majority (for example more than 50%) of the votes cast on that resolution;
- H. "Proposal" means a proposal submitted by a member of the Corporation that meets the requirements of section 163 (Shareholder Proposals) of the Act;
- I. "Regulations" means the regulations made under the Act, as amended, restated or in effect from time to time; and
- J. "Special resolution" means a resolution passed by a majority of not less than two-thirds (2/3) of the votes cast on that resolution.
- K. "Quorum" means the minimum number of voting members who must be present at a properly called meeting in order to conduct business in the name of the group

Interpretation

In the interpretation of this by-law, words in the singular include the plural and vice-versa, and "person" includes an individual, body corporate, partnership, trust and unincorporated organisation.

Other than as specified in above, words and expressions defined in the Act have the same meanings when used in these by-laws.



Article 1 - Name of the Corporation

1.1 - The name of the Corporation shall be the Notso Amazon Softball League

Article 2 - Head office

2.1 - The head office of the Notso Amazon Softball League shall be in the City of Toronto in the Province of Ontario, and at such a place therein as the Collective members may at time to time determine.

Article 3 - Corporate Seal

3.1 The Notso Amazon Softball League may have a corporate seal in the form approved from time to time by the Collective.

Article 4 - Purpose

4.1 The purpose of the N.A.S.L. shall be to promote enjoyment of softball and social activity in a positive atmosphere of friendship among lesbians, bisexual women, queer women, queer- allied women, and trans people. The league understands trans to be a broad and inclusive term, encompassing those who are binary-identified and non-binary-identified, including genderqueer, genderfluid, intersex, and Two-Spirit individuals, among others.

Article 5 - Membership

5.1 Membership in the N.A.S.L. shall be open to all women and trans people (those who are binary-identified and non-binary-identified, including genderqueer, genderfluid, intersex, and Two-Spirit individuals, among others) who are interested in the purpose of the N.A.S.L. and have paid their registration fee.

5.2 Collective members shall determine the amount of yearly registration fees for members. The registration fee must be submitted along with an application prior to a member's first day of game play. The fee may be reduced for individual applicants at the discretion of the Collective, so long as that individual is not part of the Collective.

5.3 Each individual member of the Notso Amazon Softball League shall be entitled to cast one vote on each question at any general membership meeting.

5.4 Any member whose name has been brought forward to the attention of the Collective on charges of inappropriate conduct, not in good standing, or otherwise deemed to be unacceptable as a member of the Notso Amazon Softball League may be suspended temporarily or indefinitely. Any suspension must be ratified by a two-thirds majority vote of the



Collective. The two-thirds majority must be of the full collective membership. Collective members may abstain from voting, with the two-thirds majority consisting of only votes that were cast.

5.5 Any game protest must be presented to the Collective in writing or email no longer than 48 hours after the incident occurred.

5.6 Any complaint about a member or any other issue must be presented to the Collective in writing or by email no later than 5 days after the incident occurred.

Article 6 - Meetings of the membership

6.1 All general member meetings shall be held in such a time and place within the City of Toronto as decided by The Collective. General member meetings may be held online, or a hybrid online/in-person form if required.

6.2 Two meetings of general members shall be held each year; one pre-season and one postseason. At such meetings, in addition to any other business which may be transacted, the report of The Collective, the financial statements, and the report of the auditors may be made available to the members.

6.3 The pre-season meeting will be used to introduce all members of The Collective, review the league regulations and policies, familiarise with teammates, choose team names and introduce the agenda for the season.

6.4 The post-season meeting will be used to discuss the past season, vote on any new business requiring a membership vote, hold elections for the incoming Collective members, and may appoint an auditor for the ensuing year.

6.5 The quorum for the transaction of the business at any meeting shall be 15% of the votes eligible to be cast at that meeting.

6.6 Any additional general member meeting may be called by the Collective or by a petition signed by one-third of the general membership.

6.7 The Collective shall make a good faith effort to notify every member in good standing not less than twenty days before the date of each meeting by email. In addition this information will be made available online on the Notso Amazon Softball League website.



Article 7 - Collective Elections

7.1 One week prior to the Notso Amazon Softball League post-season general elections meeting, The Collective will appoint an election committee (no less than 3) to run the elections portion of the meeting and supervise the election return.

7.2 Any current league member in good standing is eligible to run for a position on the Collective.

7.3 All individuals nominating for election to the Collective shall be given an equal amount of designated time to address the league at the member meeting with a statement on their candidacy.

7.4 Every registered member in good standing will be given the chance to cast a vote to fill each position on the Collective.

7.5 A member will be considered duly elected to the Collective by ordinary resolution (more than 50%) of the general membership at the post-season member meeting and shall take office following the completion of the post-season member meeting.

7.6 Collective positions not filled at the post-season member meeting may be filled by means of appointment by the Collective at any time.

Article 8 - Collective Membership

8.1 All Collective members must be a registered and active player for the year that they are serving on the Collective. The minimum term of office of a Collective member shall be one year, or until the appointment of a replacement. Members holding an Executive Collective position may hold these positions no longer than 3 consecutive years.

8.2 The Collective may appoint a day or days in any month or months for regular meetings at a place and hour to be named.

8.3 Two-thirds of the members of the Collective shall constitute a quorum for the transaction of business at any regular or special meeting.

8.4 It is the responsibility of all members of the Collective to be present regularly at meetings, to take an active role in participating in the discussion of issues brought before the group and to



contribute to the implementation of the Notso Amazon Softball League policies, goals and on-going activities.

8.5 A special members meeting may be called solely for the purpose of impeachment of a member of the Collective. Any member of the Collective so impeached shall be removed from office only upon a two-thirds majority vote in favour of such removal. Impeached members, and general members must be given due notice of such meetings (See Article 6.7). The impeached must be given sufficient time to address the membership to defend their position prior to a vote, no less than two (2) minutes for each infraction, issue or accusation directed at the impeached.

8.6 Business may be transacted and resolutions passed at Collective meetings where quorum is present, or by electronic platform wherein every member of the Collective must return a vote or message. A written copy of every resolution shall be kept within the minutes of the proceedings of the Collective

Article 9 - Powers and Duties of the Collective

9.1 The Collective shall formulate rules, regulations, policies and other procedures concerning all aspects of the Notso Amazon Softball League operations and programs

9.2 Collective members shall receive no remuneration for any services rendered to the Notso Amazon Softball League.

9.3 The Collective shall ensure that a sufficient number of members are prepared to stand for all seats on The Collective, to the best of their ability, in order to continue the purpose and operations of the Notso Amazon Softball League.

9.4 A Collective member may participate in a meeting by means of telephone / web meeting provided that such devices permit all persons participating in the meeting to communicate simultaneously and instantaneously. A member participating in such a manner is deemed to be present at the meeting.

9.5 Collective meetings shall be held from time to time at such place, date and time as the President or any other two members of the Collective may determine.

9.6 Notice of time and place for the holding of the meeting shall be given to every Collective member no less than 10 clear days (excluding Sundays and holidays) before the date of the meeting. Notice of a Collective meeting shall not be necessary if all Collective members are present, or if Collective members not present consent to the meeting going forward without their presence.



9.7 At all Collective meetings every proposal, question or motion shall be decided by an ordinary vote (more than 50%). In the case of equality of votes, the president shall cast the determining vote.

9.8 The Collective may appoint a committee of volunteers for various areas within the league. The committee may be delegated responsibilities of the Collective, but an appointed member must act as a representative of the committee to the Collective. Non-members may be advisors to the committee as the committee sees fit.

9.9 The outgoing Collective is responsible for transferring duties, records and information to the incoming Collective each year by December 31st, to the best of their abilities.

Article 10 - Books and Records

10.1 The Notso Amazon Softball League shall keep correct books and records of accounts and business transacted, and shall keep minutes and proceedings of its meetings of members of the Collective. It shall keep a record of the names and contact information of each member entitled to vote where feasible.

Article 11 - Signing Authority

11.1 All cheques, drafts or orders for the payment of money and all notes stating acceptance of bills of exchange and contracts, documents and instruments in writing requiring the signatures of the corporation shall be signed by two of three (signing officers) members of the Collective. All money, cheques or payments must be given directly to a signing agent. The signing members of the Collective must not be in personal relationships or living together. Signing members shall be members of the Executive Collective, but may be delegated as required.

Article 12 - Amendments

12.1 Any by-laws passed by the Collective to repeal, amend or re-enact this by-law shall be effective only upon being confirmed at any general member meeting of the Notso Amazon Softball League by at least a two-thirds of the votes (special resolution).



Article 13 - Fiscal Year

13.1 The fiscal year of the Notso Amazon Softball League shall end on the 31st day of December in every calendar year.

Revision History

Date	Articles	Description
April 2022	3.1, 5.2, 5.4, 6.1, 7.6, 8.1, 9.4, 9.9, 11.1	By-laws voted on at AGM