



Constitution of Ontario Senior Baseball Association

1. The name of this organization shall be “Ontario Senior Baseball Association”.
2. The objects of Ontario Senior Baseball Association (hereinafter referred to as the “Association” or the “OSBA”) shall be:

The establishment of a baseball association for the purposes of

- Promoting interest in amateur baseball at the Senior level;
- Managing and operating an annual program of competition among teams comprised of adult players;
- Operating or supporting invitational tournaments among teams comprised of adult players;
- Establishing and granting prizes, awards and distinctions related to its annual program and invitational tournaments

and such other complementary purposes as are not inconsistent with these objects.

3. The activities of the Association shall be carried on throughout the Province of Ontario and may be carried on elsewhere.
4. The activities of the Association shall be carried out in conformity with its By-Laws.
5. The Association shall carry out its activities without pecuniary gain to its Members, and any profits or other accretions to the Association will be used in promoting its objects.
6. In the event of the dissolution or winding-up of the Association, all of its remaining assets, after payment of all of its liabilities, shall be distributed rateably among its Members at the time of dissolution or winding-up.
7. Any provision of this Constitution may be repealed or amended, or one or more new provisions may be enacted, by an affirmative vote, during a Members’ meeting duly called for the purpose of considering the matter, of that number of Member Representatives who represent more than 66 2/3% of the Members.



By-Laws of
Ontario Senior Baseball Association
 (hereinafter referred to as the “Association” or “OSBA”)

By-Law No. 1

Membership and Management

Article I – Interpretation

- 1.01 In this By-Law and in all other by-laws of the Association hereafter passed, unless the context otherwise requires, words importing the singular number or the masculine gender shall include the plural number or the feminine gender, as the case may be, and vice versa.
- 1.02 In this By-Law and in all other by-laws of the Association hereafter passed,
- (a) “All-Star Team” means a team comprised of players drawn from two or more Teams that are Members of the Association, and that has been formed for the purpose of participating in an OSBA Representative Game;
 - (b) “Chair” at any Members’ meeting means the President of the Association, or, in his absence, either Vice-President of the Association, and if neither the President nor any Vice-President is present, by the person determined by a poll of the Member Representatives present;
 - (c) “Coach”, at a particular time, means any person who has at that time been recognized by the Executive Board as a manager, head coach or assistant coach of an adult baseball team that is a Member;
 - (d) “Convenor”, with respect to any game hosted by a Member in the West Conference, means the Vice-President – West, with respect to any game hosted by a Member in the East Conference, means the Vice-President – East, and with respect to any OSBA Representative Game, means the President;

- (e) “Executive Board” has the meaning ascribed to that term by Article VI of this By-Law;
- (f) except where the context otherwise requires, “game” means any regular-season game, any Play-Off game or any Championship game between any two Teams that are Members of the Association, or any game between any two All-Star Teams;
- (g) “Member” of the Association, at any time, means any adult baseball team that conforms at that time with the Conditions of Membership set out in Article II;
- (h) “Member Representative” means the individual recognized from time to time by the Executive Board as the sole voting representative of any Member of the Association;
- (i) “OSBA Representative Game” means any all-star game hosted by the Association, any game forming part of a tournament hosted by the Association and any game in which the OSBA Stars participate;
- (j) “Past President”, at any particular time, means the person who held the position of President of the Association for the term of that office that immediately preceded the commencement of the term of office of the person who held the position of President of the Association at that time;
- (k) “Player”, at a particular time, means any person who has at that time been recognized by the Executive Board as a player on an adult baseball team that is a Member; and
- (l) “Team” means any adult baseball team that is a Member.

Article II – Conditions of Membership

- 2.01 The members of the Association at any particular time shall consist of all adult baseball teams, each of which
- (a) has been established in, and operates primarily in, the Province of Ontario;
 - (b) has at any prior time been accepted for membership by the Association in the manner prescribed in paragraph 2.02; and
 - (c) subsequent to the time at which it was last accepted for membership in the Association, has not withdrawn from the Association in the manner prescribed in paragraph 2.03 or been expelled from the Association in the manner prescribed in paragraph 2.04.
- 2.02 An adult baseball team (an “Applicant”) may be accepted as a member of the Association by a resolution of the Members. Such a resolution will be carried by

- a majority vote of the Member Representatives at a duly constituted Members' meeting. In order to provide the Members with a basis for accepting or rejecting an application for membership in the Association, the Applicant shall submit a written application to the President of the Association not less than fourteen (14) days prior to the Members' meeting at which the application is to be considered. The President, in turn, shall circulate one copy of the written application to each Member Representative not less than ten (10) days prior to the Members' meeting at which the application is to be considered. The application shall include a declaration of the Applicant's intention to abide by and comply with the Association's Constitution and these By-Laws, and shall provide as much information about the Applicant as possible, including, in particular, a description of the Applicant's home diamond, a listing of its starting player roster, a summary of the credentials of its coaches, a description of player uniforms, a review of its connection with any local minor baseball association and its arrangements for securing home game umpires, and an indication as to the readiness of its players and coaches to contribute time and effort in the furtherance of the Association's objectives. Representatives of the Applicant shall also attend at the Members' meeting at which the application is to be considered for the purpose of presenting the application and responding to any questions of the Member Representatives.
- 2.03 Any Member may withdraw from the Association at any time by delivering to the President of the Association, by mail, facsimile, electronic mail or otherwise, a letter of resignation. In addition, any Member that has not, on or before February 28 of a particular year, confirmed its intention to enter competition for that year by giving notice to the President of the Association, by mail, facsimile, electronic mail or otherwise, shall be deemed to have withdrawn from the Association effective as of February 28 of that year.
- 2.04 A particular Member may be expelled from the Association as a consequence of its failure to abide by and comply with the Association's Constitution and these By-Laws by a resolution of the Members. Such a resolution will be carried on the vote, at a duly constituted Members' meeting or in the manner prescribed in paragraph 4.02, of that number of Member Representatives who represent at least 75% of the Members. If the particular Member is not represented at the Members' meeting, or if the vote is taken in the manner prescribed in paragraph 4.02, then, within 10 days of the date of passage of the resolution, the Executive Board shall advise the Member of its expulsion by the delivery of a written notice to the Member Representative, by mail, facsimile, electronic mail or otherwise.
- 2.05 Where, partway through a season, a Team has withdrawn from the Association in the manner described in paragraph 2.03 or has been expelled from the Association in the manner described in paragraph 2.04, each regular-season game played by that Team up to the date of withdrawal or expulsion shall be scored as a game forfeited to the opposing Team, regardless of the actual outcome of that game, and each regular-season game scheduled to be played by the Team, and not yet played prior to the date of withdrawal or expulsion, shall be scored as a game forfeited to the opposing Team.

Article III – Meetings of Members

- 3.01 The Executive Board or the President or any Vice-President shall have the power to call a Members' meeting at any time. Generally, however, Members' meetings shall occur monthly from January through April, and in November, of each year. The Executive Board shall call a Members' meeting at any other time on the written requisition of not less than three Members.
- 3.02 Any Members' meeting shall be held in such place in Ontario as may be determined by the Executive Board and on such day as the Executive Board may reasonably appoint.
- 3.03 Fourteen (14) days' written notice of any Members' meeting shall be given to each Member Representative. Notice of a Members' meeting may be delivered by mail, facsimile, electronic mail or otherwise. Notice of any Members' meeting during which special business is expected to be transacted shall contain sufficient information as to permit every Member Representative to form a reasoned judgement on the decision to be taken.
- 3.04 In respect of any Members' meeting, that number of Member Representatives present in person at the meeting who represent more than 60% of the Members will constitute a quorum.
- 3.05 All Coaches and Players may attend any Members' meeting. However, the Chair of each meeting shall accept, as the sole voting representative of a Member, the one individual from each Member that has been recognized by a majority of the members of the Executive Board as the Member Representative for that Member.
- 3.06 Each Member Representative present at a Members' meeting, except for any Member Representative who is also Chair of the meeting, shall have the right to exercise one vote in arriving at the resolution of each question properly brought before the meeting.
- 3.07 Votes shall be cast by show of hands in any Members' meeting. However, the vote on a particular resolution shall be cast by secret ballot on the request of any Member Representative.
- 3.08 A majority of the votes cast by the Member Representatives present shall determine the resolution of each question properly brought before a Members' meeting, except where the vote or consent of a greater number of Member Representatives is required by these By-Laws. Where necessary, the Chair shall have the casting vote.
- 3.09 No error or omission in giving notice of any Members' meeting or any adjourned Members' meeting shall invalidate such meeting or make void any proceedings taken thereat and any Member Representative may at any time waive notice of any such meeting and may ratify, approve and confirm any or all proceedings taken or had thereat.

Article IV – Resolutions of Members

- 4.01 Where the resolution of a question would ordinarily require the affirmative vote of a majority of the Member Representatives present at a duly constituted Members' meeting, then, provided that the question is presented in writing, whether by mail, facsimile, electronic mail or otherwise, to all of the Member Representatives not less than 5 days prior to a call for the question, and not less than 75% of the Member Representatives have communicated their votes to the Secretary of the Association in writing, whether by mail, facsimile, electronic mail or otherwise, within 48 hours of the call for the question, the resolution shall be as valid as if it had been passed at a duly constituted Members' meeting.
- 4.02 Where the resolution of a question would ordinarily require the affirmative vote of more than a majority of the Member Representatives present at a duly constituted Members' meeting, then, provided that the question is presented in writing, whether by mail, facsimile, electronic mail or otherwise, to all of the Member Representatives not less than 5 days prior to a call for the question, and the required percentage of the Member Representatives have communicated their affirmative votes to the Secretary of the Association in writing, whether by mail, facsimile, electronic mail or otherwise, within 48 hours of the call for the question, the resolution shall be as valid as if it had been passed at a duly constituted Members' meeting.

Article V – Amendment of By-Laws

- 5.01 Any By-Law of the Association may be repealed or amended, or one or more new by-laws may be enacted, by an affirmative vote, during a Members' meeting duly called for the purpose of considering the said by-law or in the manner prescribed in paragraph 4.02, of that number of Member Representatives who represent more than 66 2/3% of the Members. Where a By-Law, or an amendment to a By-Law, has been enacted, any proposal for the further amendment to, or the repeal of, that By-Law may be raised for consideration within the calendar year in which enactment of the By-Law or the amendment occurred only by an affirmative vote, during a Members' meeting duly called for the purpose of reconsidering the said by-law or in the manner prescribed in paragraph 4.02, of that number of Member Representatives who represent more than 75% of the Members.

Article VI – Executive Board

6.01 The property and activities of the Association shall be managed by the Executive Board, which shall be comprised of the Past President of the Association and the individuals serving in the following elected offices:

President
 Vice-President – East
 Vice-President – West
 Treasurer
 Secretary

6.02 The Executive Board shall administer the affairs of the Association in all things and make or cause to be made for the Association, in its name, any kind of contract which the Association may lawfully enter into and, generally, may exercise all such other powers and do all such other acts and things as the Association is, by its Constitution and By-Laws or otherwise, authorized to exercise and do.

6.03 The members of the Executive Board and all other Officers of the Association shall serve as such without remuneration and no member of the Executive Board or other Officer of the Association shall directly or indirectly receive any profit from his position as such, provided that a member of the Executive Board or an Officer of the Association may be reimbursed for reasonable expenses incurred by him in the performance of his duties.

Article VII – Election of Officers

7.01 The following Officers of the Association shall each be elected for a term of two years during a duly constituted Members’ meeting called for the purpose of such election and held in January of every second year following the year 2007:

President
 Vice-President – East
 Vice-President – West
 Treasurer
 Second Signing Officer
 Secretary

7.02 Any Coach or Player is eligible for election as an officer. However, the nomination of any candidate for an office, and the seconding of any such nomination, must be made by a Member Representative.

7.03 The position of Vice-President – East must be served by a Coach or Player from the East Conference. The position of Vice-President – West must be served by a Coach or Player from the West Conference. Otherwise, a person may be elected and/or appointed to more than one office, except that the President may not also

serve as one of the Vice-Presidents. Further, no two Coaches and/or Players from the same Member may serve as both the President and one of the Vice-Presidents.

- 7.04 If an elected officer shall vacate his office before the expiry of its term, the Executive Board may appoint a replacement from among the Coaches and Players of the Members to serve the remainder of that term.
- 7.05 The President shall appoint the following additional Officers:

Registrar
 Umpire-in-Chief – East
 Umpire-in-Chief – West
 OSBA Tournament Convenors
 OSBA Scheduler
 OSBA Web Master
 OSBA Statistician

Article VIII – Duties of Officers

- 8.01 The President shall be the chief executive officer of the Association. He shall preside at all Members' meetings and at all meetings of the Executive Board. He shall see that all orders and resolutions of the Members are carried into effect. He shall have the general and active management of the affairs of the Association. In particular, he shall be empowered to take any such action on behalf of the Association as he may consider necessary and in the best interests of the Association, provided that such action complies with the Association's Constitution and these By-Laws, where it is evident that, in the circumstances, it would be impractical to attempt to convene a Members' meeting in conformity with the provisions of Article III or to secure a Resolution of Member Representatives in conformity with the provisions of Article IV. However, where he has taken action in this manner, he shall report fully on the action taken, and the reasons for doing so without referring the matter to all of the Member Representatives, at the next duly constituted Members' meeting, and he may be subject to a motion of censure if a majority of the Member Representatives present at that meeting consider that the President's determination to take such action without the prior approval of the Members was inappropriate.
- 8.02 The Vice-Presidents shall, in the absence or disability of the President, perform the duties and exercise the powers of the President and shall perform such other duties as shall be imposed upon them under these By-Laws or, from time to time, by the Members.
- 8.03 The Treasurer shall have the custody of the funds and securities of the Association and shall keep full and accurate accounts of all assets, liabilities, receipts and disbursements of the Association in the books belonging to the Association and shall deposit all monies, securities and other valuable effects in the name and to the credit of the Association in such chartered bank or trust

company, or, in the case of securities, in such registered dealer in securities, as may be designated by the Members from time to time. He shall disburse the funds of the Association as may be directed by proper authority, taking proper vouchers for such disbursements, and shall render to the President and Members at each Members' meeting, or whenever they may require it, an accounting of all the transactions and a statement of the financial position of the Association. All disbursements of the Association shall be made by cheque signed by both the Treasurer and the Second Signing Officer. The Treasurer shall also perform such other duties as may from time to time be directed by the Members.

- 8.04 The Secretary shall attend all Members' meetings, act as clerk thereof and record all votes and minutes of all proceedings in the books to be kept for that purpose. He shall give or cause to be given notice of all Members' meetings, and shall perform such other duties as may be prescribed by the Members.
- 8.05 All other officers of the Association shall perform such duties as the Members may require of them.

Article IX – Committees

- 9.01 The President may appoint committees whose members will hold their offices at the will of the President. The President shall determine the duties of such committees.

Article X – Persons Ineligible for Office

- 10.01 Any person may at any time, by a resolution of the Members, be declared "Ineligible for Office" as a consequence of his failure to abide by and comply with the Association's Constitution and these By-Laws, or as a consequence of conduct considered to be contrary to the best interests of the Association and its Members. Such a resolution will be carried on the vote, at a duly constituted Members' meeting, of that number of Member Representatives who represent at least 75% of the Members.
- 10.02 A person who has been declared "Ineligible for Office" pursuant to a resolution of the Members made according to paragraph 10.01 may not stand for election, or be appointed, to any office in the Association and/or may not serve as a Member Representative and/or may not be appointed to serve the Association as a member of any committee or in any other capacity.
- 10.03 Where a person who has been declared "Ineligible for Office" pursuant to a resolution of the Members made according to paragraph 10.01 holds an office in the Association and/or serves as a Member Representative and/or has been appointed to serve the Association as a member of any committee or in any other capacity, he shall be removed from that office and/or shall cease to be recognized as a Member Representative and/or shall suffer the revocation of any appointment with effect from the date of the resolution.

- 10.04 A person who has been declared “Ineligible for Office” pursuant to a resolution of the Members made according to paragraph 10.01 may apply to the President for reversal of that declaration on any date that is not less than one year after the date of the resolution. The application must be made in writing, whether by mail, facsimile, electronic mail or otherwise, and will be accepted on the affirmative vote, at the next duly constituted Members’ meeting, of that number of Member Representatives who represent at least 75% of the Members.

By-Law No. 2

Financing of the Association

Article I – Performance Bonds

- 1.01 Every Member shall remit to the Association, immediately after acceptance of an application for membership in the Association as provided in paragraph 2.02 of By-Law No. 1, the sum of \$200.00 as a Performance Bond.
- 1.02 The Association shall hold all funds received as Performance Bonds separate from its operating funds, but may at any time, by way of a transfer to its operating funds or of a disbursement of funds, each in the manner prescribed in these By-Laws, draw down the amount of a particular Member's Performance Bond by the amount of any Protest Fee, Forfeiture Fine, Re-Scheduling Fine or other charge that may be assessed against the Member.
- 1.03 Where the Performance Bond of a particular Member has been drawn down by any amount, the Treasurer shall advise the Member of the amount of, and the reasons for, the drawdown by notice in writing, delivered by mail, facsimile, electronic mail or otherwise. The Member shall have a period of 10 days from the date of the notice within which to replenish the Performance Bond.
- 1.04 In the event of the dissolution or winding-up of the Association, or on the withdrawal or expulsion of any Member from the Association, the Association shall return to the Member any balance of the Member's Performance Bond.
- 1.05 The failure of any Member to replenish a Performance Bond as required by paragraph 1.03 may result in expulsion of the Member from the Association in the manner provided in paragraph 2.04 of By-Law No. 1.

Article II – Operating Fees

- 2.01 At the Members' meeting held in March of each year, every Member shall remit to the Association an annual Operating Fee.
- 2.02 The amount of the Operating Fee shall be recommended by the Treasurer based upon a Budget presented at the Members' meeting held in February of each year and approved by a vote of the Member Representatives at that meeting.
- 2.03 The failure of any Member to remit the Operating Fee as required by paragraph 2.01 may result in expulsion of the Member from the Association in the manner provided in paragraph 2.04 of By-Law No. 1.

By-Law No. 3

Rules of Competition – Player/Coach Eligibility and Qualification of Umpires

Article I – Player/Coach Eligibility and Player Limits

- 1.01 The particulars, and signature, of every Player and Coach of a Member for a season shall be entered on the Roster of the Member for that season. The Roster shall be prepared in the form prescribed for that season by the Executive Board.
- 1.02 Each Member shall submit a copy of its Roster to the Registrar on or before July 15 of that season.
- 1.03 If a Member has not submitted a copy of its Roster as required by paragraph 1.02, then the Registrar shall create a Roster comprised of all players listed on that Member's scoresheets for all games completed up to and including July 15 of that season, and no additions to that Roster will be permitted after that date.
- 1.04 No more than 20 (twenty) Players and 4 (four) non-playing Coaches may be included on the Roster of any Member for a season.
- 1.05 Additions to any Member's Roster will be permitted after July 15 provided that such additions are communicated to the Registrar in writing on or before July 30 of that season. No further changes to a Member's Roster for a season will be permitted after July 30 of that season, except that a call-up may be added to a Roster for a season after that date if the following two requirements have been satisfied:
 - (a) the call-up has played at least one game in that season prior to July 30; and
 - (b) there was a spot open on the Roster for that season.
- 1.06 Any person who, at any time during a year, participates as a player in any Intercounty, regular season game is an Ineligible Person and may not be included on the Roster of any Member for that year.
- 1.07 Any person who is not in good standing financially with any Member is an Ineligible Person and may not be included on the Roster of any other Member for any season.
- 1.08 Any person who, at any time during a year, participates as a player in any regular-season game of a Team that was a Member at that time, is an Ineligible Person for that year with respect to any other Member, and may not be included on the Roster of any other Member for that year. This prohibition shall not apply to a person who, at any time during a year, participates as a player in any regular-season game of a Team that was a Member at that time, where:

- (a) that Team has, on or before July 30 of that year, withdrawn from the Association in conformity with the provisions of paragraph 2.02 of Article II of By-Law No. 1; and
- (b) the person was in good standing financially with that team at the time of its withdrawal from the Association.

Any game in which such a person has participated prior to the date of the Team's withdrawal from the Association shall not be taken into account in determining whether the person is eligible to participate in any Conference Play-Off game or OSBA Championship game (see paragraph 3.02 of Article III of By-Law No. 5).

- 1.09 Any person may at any time, by a resolution of the Members, be declared an "Ineligible Person" as a consequence of his failure to abide by and comply with the Association's Constitution and these By-Laws, or as a consequence of conduct considered to be contrary to the best interests of the Association and its Members. A person who has been so declared an Ineligible Person may not be included on the Roster of any Member for any season. Such a resolution will be carried on the vote, at a duly constituted Members' meeting, of that number of Member Representatives who represent at least 75% of the Members. The affected person shall be invited to attend the Members' meeting at which this vote is conducted, for the purpose of presenting opposing arguments.
- 1.10 A person who has been declared an "Ineligible Person" pursuant to a resolution of the Members made according to paragraph 1.09 may apply to the President for reversal of that declaration on any date that is not less than one year after the date of the resolution. The application must be made in writing, whether by mail, facsimile, electronic mail or otherwise, and will be accepted on the affirmative vote, at the next duly constituted Members' meeting, of that number of Member Representatives who represent at least 75% of the Members. The affected person shall be invited to attend the Members' meeting at which this vote is conducted, for the purpose of presenting his case prior to the vote.
- 1.11 Any Member that permits the participation of an Ineligible Person in a game shall be charged with a forfeit of that game (see Article III of By-Law No. 4).

Article II – Qualification of Umpires

- 2.01 Each game shall be officiated by not less than two (2) umpires, each of whom holds a valid umpire's card.
- 2.02 The umpires shall be assigned and paid by the home Team. Neither umpire officiating in any game shall be an immediate family member of any Coach or Player, nor may either umpire officiating any game be in any way affiliated with either Team participating in the game.
- 2.03 If, for any reason, one of the two umpires scheduled for a game fails to appear, an independent party may be invited to umpire the bases only. In such an event, both

the home Team and the visiting Team shall immediately report the event to the Convenor for such further action as he may determine.

- 2.04 If both of the umpires scheduled for a game fail to appear within 15 minutes after the scheduled start time, the home Team shall be charged with a forfeit of the game (see Article III of By-Law No. 4).
- 2.05 If the home Team permits an ineligible person to officiate in a game, it shall be charged with a forfeit of the game (see Article III of By-Law No. 4).

By-Law No. 4

Rules of Competition – Protests and Disciplinary Matters

Article I – Protests

- 1.01 A Team that wishes to protest the outcome of a game based upon an alleged misapplication of the rules by game officials may do so by delivering a written protest to the Convenor, with a copy to the Member Representative connected with the opposing Team, by registered mail, facsimile, electronic mail or otherwise. If delivered by registered mail, the protest must be post-marked within 48 hours of the end of the game under protest. If delivered in any other manner, the protest must reach the Convenor within 48 hours of the end of the game under protest.
- 1.02 A Team that wishes to protest the eligibility of a Player, or any other matter unrelated to the outcome of a game, may do so by delivering a written protest to the Convenor by registered mail, facsimile, electronic mail or otherwise.
- 1.03 Except in the case of any protest requiring a ruling on the eligibility of a Player, a \$50.00 Protest Fee shall be levied upon the protesting Team by way of a charge against the protesting Team's Performance Bond. The Treasurer shall restore the protesting Team's Performance Bond by the amount of the Protest Fee if the protest is upheld. However, if the protest is denied, the Treasurer shall transfer the proceeds of the Protest Fee to the operating funds of the Association.
- 1.04 The protest shall be ruled upon by a Protest Committee, which shall be appointed by the President from time to time as required. Each Protest Committee shall be comprised of three (3) persons, none of whom is connected with either of the Teams or other parties that are likely to be affected by the ruling.
- 1.05 Within five (5) days of receipt of the protest, the Protest Committee shall issue its ruling in writing, and copies of the ruling shall be delivered to all of the Teams or other parties that are affected by the ruling, by registered mail, facsimile, electronic mail or otherwise.
- 1.06 A ruling of any Protest Committee shall not be subject to appeal.
- 1.07 Should the ruling of any Protest Committee require that a game be replayed, the Convenor shall have oversight in all matters pertaining to the replay of the game.

Article II – Ejections and Suspensions

- 2.01 Every ejection of a Player or Coach from a regular-season game, an All-Star game, a Play-Off game or a Championship game shall be reviewed by a Disciplinary Committee.

- 2.02 Any Player or Coach who is ejected from a game shall leave the vicinity of the diamond for the duration of the game. Any Player or Coach who is serving a suspension during a game shall remain absent from the diamond throughout the game.
- 2.03 A Coach of each Team that has participated in a game from which any Player or Coach was ejected shall be required to submit a written game report, whether by mail, facsimile, electronic mail or otherwise, to the Convenor to describe the events giving rise to the ejection. The game reports must be submitted within 48 hours after completion of the game in which the ejection occurred. If no game report has been submitted by a Coach of a Team within the prescribed time frame, the Convenor shall impose a two-game suspension upon the most senior member of the coaching staff of the offending Team as was present at the Game in which the ejection occurred. This suspension shall not be subject to appeal.
- 2.04 If a Coach of the Team to which the ejected Player or Coach belongs fails to report the ejection, and the ejected Player or Coach takes part in any subsequent game before fully serving any automatic or further suspension imposed upon him as a result of the initial ejection, a further three-game suspension shall be imposed upon the ejected Player or Coach. In addition, a three-game suspension shall be imposed upon the Team's head Coach or, if the ejected person was the head Coach, upon such other member of the Team as the Convenor may designate. In addition, the Team to which the ejected Player or Coach belongs shall be charged with the forfeit (see Article III) of each subsequent game in which the ejected Player or Coach participates before he has served the suspension in its entirety. These additional suspensions and game forfeitures shall not be subject to appeal.
- 2.05 Any Player or Coach who is ejected from a game by an umpire for fighting shall serve an automatic, five-game suspension. The umpire shall determine, in his sole discretion, whether the actions of a Player or Coach in any incident should be considered "fighting". This suspension shall be imposed upon the Player or Coach based solely on the umpire's game report to the Convenor, whether such report is made orally or in writing, and will not be subject to appeal.
- 2.06 Where any form of altercation in a game results from one or more Players or Coaches leaving the bench or dugout area, the Player or Coach who is considered by an umpire to be "first off the bench" shall serve an automatic, five-game suspension. This suspension shall be imposed upon the Player or Coach based solely on the umpire's game report to the Convenor, whether such report is made orally or in writing, and will not be subject to appeal.
- 2.07 Any suspensions imposed upon a Player or Coach pursuant to paragraphs 2.02 through 2.05 shall be served by the Player or Coach in the games immediately following the date of written notice given by the Convenor, such notice to be delivered in writing, by mail, facsimile, electronic mail or otherwise, to the Member Representative connected with the affected Player or Coach.

- 2.08 Where a Player or Coach is ejected from a game for any reason not described in paragraph 2.04 or 2.05, the following rules shall apply:
- (a) Where the ejection is the first such penalty imposed upon a Player or Coach for the season, the offending Player or Coach shall serve an automatic one-game suspension in the next following game in which he is scheduled to appear.
 - (b) Where the ejection is the second such penalty imposed upon a Player or Coach for the season, the offending Player or Coach shall serve an automatic three-game suspension in the next following three games in which he is scheduled to appear.
 - (c) Where the ejection is the third such penalty imposed upon a Player or Coach for the season, the offending Player or Coach shall serve the suspension of all subsequent Games until a review of the conduct of the offending Player or Coach has been concluded. The President shall undertake such a review within five (5) days after the day of the ejection, with the assistance of two other Member Representatives selected by him who are not connected in any way with the offending Player or Coach. The reviewers shall determine the duration of the suspension, and that determination shall not be subject to appeal.
- 2.08 (a) With respect to any ejection described in paragraphs 2.04 or 2.05 or subparagraphs 2.07 (a) or (b), the Convenor may impose an “Additional Suspension” on the completion of his review of the umpire’s game report, according to his assessment of the severity of the infraction that gave rise to the ejection. The Convenor shall provide notice of the Additional Suspension, such notice to be delivered in writing, by mail, facsimile, electronic mail or otherwise, to the Member Representative connected with the affected Player or Coach.
- (b) Any Additional Suspension imposed upon a Player or Coach pursuant to subparagraph 2.08 (a) shall be served by the Player or Coach in the Games immediately following the date of written notice given by the Convenor, unless the Player or Coach has lodged an appeal with the President that conforms with the requirements set out in subparagraph 2.08 (c).
 - (c) A Player or Coach may appeal any Additional Suspension imposed upon him under subparagraph 2.08 (a) by delivering a written notice of appeal, by registered mail, facsimile, electronic mail or otherwise, to the President. If delivered by registered mail, the appeal must be post-marked within 48 hours of the date of the Convenor’s notice. If delivered in any other manner, the appeal must reach the President within 48 hours of the date of the Convenor’s notice. The President shall undertake a review of the appeal within five (5) days after receipt of the appeal, with the assistance of two other Member Representatives selected by him who are not connected in any way with the

appellant. The reviewers shall determine whether the Additional Suspension should be upheld or varied, and that determination shall not be subject to further appeal.

- 2.09 (a) The President, or his designate, shall notify the affected Player or Coach, and the Member Representative connected with the Player or Coach, of the result of any review conducted pursuant to subparagraph 2.07 (c) or 2.08 (c). Such notice shall be delivered in writing, by registered mail, facsimile, electronic mail or otherwise.
- (b) Any suspensions imposed or upheld in any review conducted pursuant to subparagraph 2.07 (c) or 2.08 (c) shall be served by the Player or Coach in the games immediately following the date of the written notice given by the President or his designate.
- 2.10 Any suspension must be served in its entirety, as a consequence of which a suspended Player or Coach may be obliged to serve part or all of the suspension during play-off games or, if necessary, during regular-season games in a subsequent season. In addition, a Player or Coach who is serving a suspension may not participate in any OSBA Representative Game that occurs during the period of that suspension.

Article III – Forfeitures

- 3.01 A game may be forfeited to the opposing Team when a Team:
- (a) Is unable or refuses to place eight players on the field at the appointed hour for the beginning of the game, or at any time thereafter during the game;
- (b) Fails to appear upon the field, or, being upon the field, refuses to start play within 5 minutes after the umpire has called “Play”, at the appointed hour for beginning the game, unless such delayed appearance is, in the umpire’s judgment, unavoidable;
- (c) Employs tactics palpably designed to delay or shorten the game;
- (d) Refuses to continue play during a game unless the game has been suspended or terminated by the umpire;
- (e) Fails to resume play, after a suspension, within one minute after the umpire has called “Play”;
- (f) After warning by the umpire, wilfully and persistently violates any rules of the game;
- (g) Fails to obey within a reasonable time the umpire’s order for the removal of a coach or a player from the game; or

- (h) Fails to appear for the second game of a double header within 30 minutes after the close of the first game unless the umpire shall have extended the time of the intermission.
- 3.02 Where a game has been forfeited by a Team to an opposing Team, the forfeiting Team shall be charged with a loss to the opposing Team by a score of 7 - 0 and shall be assessed a Forfeiture Fine. The imposition of the Forfeiture Fine shall not be subject to protest or appeal.
- 3.03 The opposing Team shall notify the Convenor and the OSBA Statistician of the forfeiture within one full day following the day on which the forfeiture occurred. The OSBA Statistician, in turn, shall notify the Treasurer of the forfeiture and shall provide the Treasurer with sufficient information as to enable him to process the prescribed Forfeiture Fine.
- 3.04 The Treasurer shall draw down the forfeiting Team's Performance Bond by the amount of the Forfeiture Fine, and shall distribute the proceeds of the drawdown according to the requirements of paragraphs 3.05 and 3.06.
- 3.05 Any Team that fails, in respect of a drawdown made to satisfy a Forfeiture Fine, to replenish its Performance Bond within the timeframe prescribed by paragraph 1.03 of By-Law No. 2 shall forfeit every game played thereafter until the Performance Bond is replenished.
- 3.06 Where the forfeiting Team forfeits a single game, it shall be assessed a Forfeiture Fine in the amount of \$100.00. If the home Team is the forfeiting Team, and it has failed to give at least 72 hours' notice of an anticipated forfeiture to the visiting Team, the Treasurer shall remit the proceeds of the Forfeiture Fee to the visiting Team. If the visiting Team is the forfeiting Team, and it has failed to give the home Team at least 72 hours' notice of an anticipated forfeiture, the Treasurer shall remit the proceeds of the Forfeiture Fee to the home Team. In any other case, the Treasurer shall transfer the proceeds of the Forfeiture Fee to the Association's operating funds.
- 3.07 Where the forfeiting Team forfeits a double header, it shall be assessed a Forfeiture Fine in the amount of \$200.00. If the home Team is the forfeiting Team, and it has failed to give at least 72 hours' notice of an anticipated forfeiture to the visiting Team, the Treasurer shall remit \$100.00 out of the proceeds of the Forfeiture Fee to the visiting Team. If the visiting Team is the forfeiting Team, and it has failed to give the home Team at least 72 hours' notice of an anticipated forfeiture, the Treasurer shall remit \$100.00 out of the proceeds of the Forfeiture Fee to the home Team. In these cases, the Treasurer shall transfer the balance of the proceeds of the Forfeiture Fee to the Association's operating funds, and in any other case, he shall transfer the entire proceeds of the Forfeiture Fee to the Association's operating funds.

- 3.08 In the event of a third instance of forfeiture by a Team in a season, the Team's circumstances shall be subjected to a review. For this purpose, the forfeiture of a double header shall be considered a single instance of forfeiture. The Convenor shall undertake such a review within five (5) days after the day of the third instance of forfeiture, with the assistance of two other Member Representatives selected by him who are not connected in any way with the Team in question, together with one or more representatives of that Team.
- 3.09 A fourth instance of forfeiture by a Team in a season shall automatically result in suspension of the Team for the balance of the season, including the play-offs. Where a Team is suspended in this manner, each game played by that Team up to the time of suspension shall be scored as a game forfeited to the opposing Team, regardless of the actual outcome of the game, and each game scheduled to be played by the Team, and not yet played prior to the time of suspension, shall be scored as a game forfeited to the opposing Team.

Article IV – Re-Scheduling

- 4.01 Where any game has been postponed owing to inclement weather, or for any other reason beyond the control of either participating Team (e.g., failure of lighting system), or by agreement between the two Teams in order to resolve conflicts with other events, the home Team shall immediately notify the Convenor, the OSBA Scheduler and the OSBA Statistician of the postponement.
- 4.02 The home Team shall be responsible for re-scheduling the game for completion before the end of the regular season, and for giving notice of the re-scheduled game to the visiting Team and to both the Convenor and the OSBA Statistician not less than five (5) days prior to the date of the re-scheduled game.
- 4.03 If the home Team fails to re-schedule a postponed game as required by paragraph 4.02, it shall be assessed a Re-Scheduling Fine of \$50.00. The Treasurer shall draw down the offending Team's Performance Bond by the amount of the Re-Scheduling Fine, and shall transfer the proceeds of the fine to the Association's operating funds.
- 4.04 The Convenor, in consultation with the President and the other Convenor, shall be fully empowered to arrive at a fair and logical resolution to any issue that may arise in connection with a game that has not been re-scheduled as of the day that is two (2) weeks prior to the end of the regular season. A decision of the Convenor in any such situation shall not be subject to appeal.

By-Law No. 5**Rules of Competition – Conferences/Divisions, Regular Season Standings and Conduct of Conference Play-Offs and OSBA Championship Series****Article I – Conferences/Divisions**

- 1.01 To facilitate scheduling, two Conferences shall be established, comprised of equal numbers of Teams.
- 1.02 To the extent practicable, the West Conference will include Teams whose home diamonds are situated in the western part of the geographic area served by the Association, while the East Conference will include Teams whose home diamonds are situated in the eastern part of that area.

Article II – Regular Season Standings

- 2.01 Team standings for each regular season shall be determined by reference to points accumulated by Teams during regular season play.
- 2.02 Each Team shall be awarded 2 points for a win and 1 point for a tie. In any case in which a Team has forfeited a game, 2 points shall be deducted from its cumulative total.
- 2.03 In the event that two Teams in a Conference are tied in the standings at the end of a season, the higher position in the standings shall be awarded to the Team with the greater number of wins. If the two Teams remain tied after applying this test, then the higher position in the standings shall be awarded to the Team with the better Won/Loss record in regular season competition between the two Teams. If the two Teams remain tied after applying this test, then the higher position in the standings shall be awarded to the Team with the better Run Differential in regular season competition between the two Teams. If the two Teams remain tied after applying this test, then the higher position in the standings shall be awarded to the Team with the better Run Differential in regular season competition with all other Teams in that Conference. If the two Teams remain tied after applying this test, then the higher position in the standings shall be awarded to the Team with the better Run Differential in regular season competition with all other Teams in the Association. If the two Teams remain tied after applying this test, then the higher position in the standings shall be awarded to the Team with the better Won/Loss record in regular season competition with the highest neutral Team in the standings for that Conference ranking higher than the two Teams. If the two Teams remain tied after applying this test, then the higher position in the standings shall be awarded to the Team with the better Won/Loss record in regular season competition with the next highest neutral Team in the standings for

that Conference ranking higher than the two Teams, and so on until one of the Teams has a better record than the other.

- 2.04 In the event that two Teams in a Conference are tied in the standings at the end of a season, and the tie cannot be broken by applying the process set out in paragraph 2.03, then the higher position in the standings shall be awarded to one of the Teams based upon a coin toss.
- 2.05 In the event that two Teams are tied for the final play-off spot in a Conference at the end of a season, that spot shall be awarded to the Team with the better Won/Loss record in regular season competition between the two Teams. If the two Teams remain tied after applying this test, there shall be a one-game play-off between the two Teams to decide the matter. The Team with the better plus/minus performance in regular season competition between the two Teams shall be designated the home Team in this game. If the two Teams have identical plus/minus performances in regular season competition between the two Teams, the home Team shall be designated on the basis of a coin toss. The two Teams shall share the costs of the game. If the two teams cannot mutually agree upon a date, time and location for the game, the home Team shall inform the President and Secretary who shall take such steps as they may in order to expedite completion of the game.
- 2.06 In the event that three or more Teams are tied for the final play-off spot in a Conference at the end of a season,
- (a) The Teams with the poorest Won/Loss records in regular season competition among the three or more Teams shall be eliminated until there remain the two Teams having the best Won/Loss records in regular season competition among the three or more Teams; and
 - (b) The final play-off spot in the Conference shall then be awarded in the manner described in paragraph 2.05.

**Article III – Conduct of Conference Play-Off and OSBA Championship Series –
General Matters**

- 3.01 The Association shall establish the dates for each Conference Play-Off series and for the OSBA Championship series at the beginning of each season, and all Teams that qualify for Conference Play-Off and OSBA Championship competition will be expected to adhere to these dates.
- 3.02 In order to be eligible to participate in any Conference Play-Off game or OSBA Championship game, a Player must have played for his Team in not less than 1/3 of its regular season games.
- 3.03 Call-ups shall not be permitted in any Conference Play-Off game or OSBA Championship game.

- 3.04 Each Conference Play-Off game and OSBA Championship game shall continue for the full seven innings and shall not be subject to curfew. In the event that the score in any such game is tied on the completion of seven innings of play, game play will continue until a winner can be declared.
- 3.05 In the event that a Conference Play-Off game or an OSBA Championship game is terminated before the full seven innings have been completed, whether due to inclement weather, diamond time constraints, light failure or other malfunction of mechanical field equipment, darkness where the field is not lighted, or any other event or circumstance that is beyond the control of the home Team, the game shall become a suspended game to be completed at a future date, but prior to the commencement of the next game in the Championship series. The suspended game shall be resumed at the exact point of suspension of the original game. The completion of a suspended game is a continuation of the original game. The line-up and batting order of each Team shall be exactly the same as the line-up and batting order at the moment of suspension, subject to the rules governing substitution. Any Player may be replaced by a Player who had not been in the game prior to the suspension. No Player removed before the suspension may be returned to the line-up.
- 3.06 If either Team scheduled to participate in a Conference Play-Off or OSBA Championship series is unable to secure a playing field for the conduct of any of its home games, it shall inform the President and the Secretary as soon as possible. The President and the Secretary shall take such steps as they may in order to make alternate playing field arrangements.
- 3.07 If either Team scheduled to participate in a Conference Play-Off or OSBA Championship series is unable to engage umpires for any of its home games, it shall inform the President and the Secretary as soon as possible. The President and the Secretary shall take such steps as they may in order to engage umpires for the game or games, as required.

Article IV – Conduct of Conference Play-Offs

- 4.01 Each Conference shall determine its Conference Championship Team for each season by conducting a Conference Play-Off series.
- 4.02 The Teams that finish in the fourth and fifth places in the regular season standings in each Conference shall complete a one-game play-off prior to the commencement of the Conference Play-Off series. The winning Team shall be ranked #4 in its Conference for Play-Off purposes and shall be eligible to participate in the Conference Play-Offs, while the losing Team shall be eliminated from further competition in the Conference Play-Offs. The Team with the better plus/minus performance in regular season competition between the two Teams shall be designated the home Team in this game. If the two Teams have identical plus/minus performances in regular season competition between the two Teams, the home Team shall be designated on the basis of a coin toss. The two Teams

shall share the costs of the game. If the two teams cannot mutually agree upon a date (which must fall in the week following Labour Day), time and location for the game, the home Team shall inform the President and Secretary who shall take such steps as they may in order to expedite completion of the game prior to the first weekend following Labour Day.

- 4.03 Each Team that finishes in first, second and third place in the regular season standings in its Conference shall be eligible to participate in the Conference Play-Offs and shall be ranked, respectively, #1, #2 and #3 in their Conference for Play-Off purposes.
- 4.04 The two Teams ranked #1 and #4 in their Conference for Play-Off purposes will meet in the First Round of each Conference Play-Off, as will the two Teams ranked #2 and #3 in their Conference for Play-Off purposes. The two losing Teams in the First Round shall be eliminated from further competition in the Conference Play-Offs.
- 4.05 In the Second Round of each Conference Play-Off, the two winning Teams from the First Round will compete for the Conference Championship. The winning Team from the Second Round of each Conference Play-Off shall be declared Conference Champion and shall proceed to compete in the OSBA Championship Play-Off series.
- 4.06 In each Round of a Conference Play-Off, the first game shall be played at the home diamond of the Team competing in that Round that finished lower in the regular season standings. The second game and, if necessary, the third game shall be played at the home diamond of the Team competing in that Round that finished higher in the regular season standings.

Article V – Conduct of OSBA Championship Series

- 5.01 The Association shall determine its OSBA Championship Team for each season by conducting a best-of-five games OSBA Championship series between the two Conference Champions.
- 5.02 Three-person umpire crews shall be engaged for all games comprising the OSBA Championship series.
- 5.03 The Home Team for the OSBA Championship series shall be the Conference Champion for the Conference whose team won the OSBA All-Star Game for that season.
- 5.04 The OSBA Championship series shall be played over the two successive weekends immediately following completion of the two Conference Play-Off series.
- 5.05 The first two games of the OSBA Championship series shall be played on the Home Team's playing field on either the Saturday or the Sunday of the first

weekend. Scheduling the first two games for the Saturday will usually be preferred, so that the Sunday will be available as a rain date.

- 5.06 The third game and, if necessary, the fourth game shall be played on the Visiting Team's playing field on the Saturday of the second weekend.
- 5.07 The fifth game, if necessary, shall be played on the Home Team's playing field on the Sunday of the second weekend.

By-Law No. 6**Rules of Competition – OSBA All-Star Game****Article I – Personnel Selections for OSBA All-Star Game**

- 1.01 Each Conference shall field a Conference All-Star Team comprised of 25 Players.
- 1.02 The head coach for each Conference All-Star Team shall be the head coach from the Team that represented that Conference in the previous season's OSBA Championship Series.
- 1.03 The remaining coaching staff for each Conference All-Star Team shall be comprised of the head coaches of the other Teams from that Conference that took part in the previous season's Conference Play-Offs. If any such head coach is unable to participate in the OSBA All-Star Game, or has been selected as a Player for the Conference All-Star Team, the head coach of the Conference All-Star Team may invite an assistant coach of any Team from his Conference to take the vacant position. The head coach of the Conference All-Star Team may add further to the coaching staff, as he sees fit.
- 1.04 Two Players from each Team in each Conference shall be selected to participate in the OSBA All-Star Game. One of the two shall be named by the Player's Team, and the other shall be selected by the coaching staff of the Conference All-Star Team. Each Team shall also submit a list of five other Players whom they feel should be considered for selection to the Conference All-Star Team, and from whom the coaching staff of the Conference All-Star Team will complete their Player selections. If any Player named by his Team is unable to participate in the OSBA All-Star Game, the coaching staff of the Conference All-Star Team may select a replacement.
- 1.05 On the day of the OSBA All-Star Game, each Player and coach shall appear in the full uniform of his Team. Any Player or coach who fails to do so will be barred from further participation in the game.

By-Law No. 7**Rules of Competition – Cross-Over League All-Star Game****Article I – Personnel Selections for Cross-Over League All-Star Game**

- 1.01 The Association shall field a Cross-Over League All-Star Team comprised of 20 to 30 Players.
- 1.02 The President shall act as head coach of the Cross-Over League All-Star Team.
- 1.03 The head coach of each Team that took part in the previous season's OSBA Championship Series may join the coaching staff of the Cross-Over League All-Star Team. If any such head coach is unable to participate in the Cross-Over League All-Star Game, or has been selected as a Player for the Cross-Over League All-Star Team, the head coach of the Cross-Over League All-Star Team may invite a head coach or an assistant coach of any Team to take the vacant position. The head coach of the Cross-Over League All-Star Team may add further to the coaching staff, as he sees fit.
- 1.04 Each Team shall select one of its Players for inclusion on the Cross-Over League All-Star Team. Not less than 21 days prior to the date of the Cross-Over League All-Star Game, each Team shall advise the President of its selection. Each Team shall also submit a list of five other Players whom they feel should be considered for inclusion on the Cross-Over League All-Star Team, and from whom the coaching staff of the Cross-Over League All-Star Team will complete their Player selections. If any Player named by his Team is unable to participate in the Cross-Over League All-Star Game, the coaching staff of the Cross-Over League All-Star Team may select a replacement. All Player selections made by the coaching staff of the Cross-Over League All-Star Team shall be made on the vote of all assistant coaches, with the head coach having a casting vote, if necessary.
- 1.05 On the day of the Cross-Over League All-Star Game, each Player and coach shall appear in the full uniform of his Team. Any Player or coach who fails to do so will be barred from further participation in the game.

By-Law No. 8**Rules of Competition – Inter-Divisional All-Star Games****Article I – Personnel Selections for Inter-Divisional All-Star Games**

- 1.01 Each of the four Divisions shall field a Divisional All-Star Team comprised of 25 Players.
- 1.02 The head coach for each Divisional All-Star Team shall be the head coach from the Team that finished in first place in its Division in regular season play in the previous season.
- 1.03 The remaining coaching staff for each Divisional All-Star Team shall be comprised of the head coaches of the other Teams from that Division. If any such head coach is unable to participate in the Inter-Divisional All-Star Game, or has been selected as a Player for a Divisional All-Star Team, the head coach of the Divisional All-Star Team may invite an assistant coach of any Team from his Division to take the vacant position. The head coach of the Divisional All-Star Team may add further to the coaching staff, as he sees fit.
- 1.04 Each Team in each Division shall select five of its Players, at least one of whom will be a pitcher, for inclusion on its Divisional All-Star Team. Not less than 21 days prior to the date of the Divisional All-Star Game, each Team shall advise the head coach of its Divisional All-Star Team of its selections.
- 1.05 An additional five Players shall be added to each Divisional All-Star Team. These Players will be the top five ticket sellers (among Players not already selected) from the OSBA Blue Jays outing.
- 1.06 If any Player named by his Team, or selected from among the top ticket sellers, is unable to participate in the Divisional All-Star Game, the head coach of his Divisional All-Star Team may select a replacement.

Article II – Conduct of Inter-Divisional All-Star Games

- 2.01 In each Inter-Divisional All-Star Game, a Divisional All-Star Team from the West Conference will face that Divisional All-Star Team from the East Conference that its member Teams will face the least frequently during regular season play, based upon the current season's schedule.
- 2.02 The Home Team for each Inter-Divisional All-Star Game shall be determined by a coin toss.
- 2.03 Each Inter-Divisional All-Star Game shall continue for nine innings, subject to a 2½-hour curfew. In the event that the score in any such game is tied on the completion of nine innings of play, game play will continue until a winner can be declared or until the 2½ hour time limit has expired.