

*Amendments approved by motion on April 9/2025*

## **Neepawa Baseball – Softball Policy & Procedure Manual**

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# **POLICY 1 – COACHING REQUIREMENTS & EXPECTATIONS**

## **Overview**

Neepawa Baseball-Softball Association recognizes that our coaches are volunteers, however, realize that in the best interest of all children playing, promoting the sport and keeping the sport active in our community, that coaches be required to have a certain level of training and that the appropriate coach(es) be selected for each team.

## **Procedure**

### **Training**

1. All coaches (including Rally Caps) must have their Respect in Sport and provide their certification number at registration time. This includes any parents that plan to assist in any means on a team.
2. For teams eligible to compete at the regional or provincial level, a person(s) applying to be or selected to be coach, or assistant coach must have the appropriate level of coaching required to compete, whether it be previously obtained or obtained prior to registration for the competition.
3. Neepawa Baseball-Softball Association may, at their discretion, require coaches to have a Child Abuse Registry Check and Criminal Record Check, to be provided at the coaches' expense.
4. Neepawa Baseball-Softball Association will reimburse any person(s) for the cost of their coaching certification course (no additional expenses such as travel, meals or accommodation) provided that they coach for one season.

### **Coach Selection**

1. Each person wishing to coach (whether head or assistant) must fill out the Coach Application form and have a Child Abuse Registry check completed.
2. Where there is more than one person wishing to head coach, the person with the highest level of training shall be appointed so long as:
  - a. They are not signing up to head coach another team within Neepawa Baseball-Softball Association
  - b. They are available to lead the team at regional or provincial competitions.
  - c. They have had no previous complaints or concerns presented to the board about their practices
3. Where there is more than one person wishing to head coach and all have equal qualifications and one or more are not needed to head coach another team and there are no

concerns at board level, each family represented on the team shall have one (1) vote to select head coach. The remaining applicants will be assistants.

4. The head coach shall have the final say in all matters concerning the team, so long as NBSA rules, constitution and policies are followed.

### **Complaints/Concerns**

1. All concerns/complaints shall be discussed at board level and if necessary, the constitution for disciplinary action be followed.
2. The board reserves the right to reject any request to coach.
3. Coaches are expected to show respect to all members of the board, parents and players.
4. Coaches having concerns with a parent or player on their team shall bring all concerns to the board level for appropriate direction.



**Describe your Coaching Philosophy and outline your objectives for a baseball team**

If accepted to a NBSA Coaching position

Ø I agree to abide by the rules and regulations within the NBSA constitution.

Ø I acknowledge that I have read and will abide by the "Coaches Code of Conduct" attached to this coaching application. If I cannot abide by this code, I realize that NBSA has the right to investigate any concerns brought forward that contradict it.

Ø I acknowledge that I will be required to provide NBSA with a valid Child Abuse Registry Check before May 1 of the current year.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**\*\* APPLICATION DEADLINE: April 1**

Please forward applications to: Neepawa Baseball Softball Association, c/o Box 2315, Neepawa, MB R0J 1H0 or email to neepawaminorball@gmail.com

DATE RECEIVED: \_\_\_\_\_



# **POLICY 2 – PLAYERS PLAYING AT SPECIFIC AGE GROUPINGS**

## **Overview**

Neepawa Baseball-Softball Association recognizes that all players at any age level will vary in ability and skill. The association also recognizes that it is important for players to play with others at their own respective age levels.

## **Procedure**

1. Players will register for the programs administered by the Neepawa Baseball-Softball Association at their own respective age and will only be rostered to play at their own respective age level throughout the baseball season.
  - a. Players making a request to play “down” may do so, however all requests must be made before March 20th and presented to the board in writing.
  - b. The board shall review all requests, and it is not required to approve any or all requests. Should the reasoning be medical, then a medical certificate must be presented.
  - c. Players requesting to play “down” must have their parents sign a waiver signifying they understand that their child may be ineligible for such competitions as provincials and other tournaments.
  - d. Decisions will be final and will be based on the best interest of the team(s), not the individual player(s)
2. Players may be “call-ups” to a division one level higher than the respective division in which they are currently rostered but only if it does not interfere with their particular team’s schedule. This is at House League, Select, and both Rep levels. The coaching staffs should receive the request first and then must give approval for the “call-up” to occur.
3. “Call-ups” should not be limited to one individual, but due consideration should be given to others on any respective team.
4. Where there are not enough players to field a team, the player may be granted a release to join another team.

# **POLICY 3 – EQUIPMENT USAGE**

## **Overview**

Neepawa Baseball-Softball Association invests considerable resources in obtaining & maintaining assets consisting of equipment and tools with membership money. Each member of NBSA is required to care for and protect these items to a high degree.

Equipment/Tools include but are not limited to:

- Miscellaneous small tools (hammers, shovels, rakes, measure tapes, etc.)
- Miscellaneous large tools (pitching machines, lawn tractor, batting cages, etc.)
- Equipment (umpire, catcher, balls, bats, bases, etc.)

## **Procedure**

1. Unless approval is given by the board, no person other than those authorized (Facility Employee or other person authorized by the Board) shall operate the lawn tractor or any other machinery owned by the Neepawa Baseball-Softball Association or the Facility.
2. Treat all equipment and tools with respect.
3. It is the user's responsibility to ensure that all equipment/tools in their possession are not damaged while in their care. Examples of damage include, but is not limited to:
  - a. Unnecessary damage related to water/moisture/cold/sun exposure.
  - b. Unnecessary scratches, dents or cracks.
  - c. Damage related to dropping/throwing.
  - d. Broken parts not reported and repaired/replaced prior to next use.
4. To prevent damage to the equipment/tools, the user should use their best judgment and common sense, and handle the items with care when not in use:
  - a. Do not expose equipment/tools to extreme temperatures.
  - b. Do not use excessive/unnecessary force when using equipment/tools.
  - c. Do read the user manuals and instructional materials.
  - d. Do pack up the equipment/tools in the same way as it was packed before.
  - e. Do clean all equipment/tools thoroughly after use.
  - f. Do ensure all equipment/tools are promptly returned and ready for use by the next person.
  - g. Do make sure that equipment/tools are returned in the same condition in which they are left.
2. Protect the equipment/tools from loss:
  - a. Do not, under any circumstances, leave the equipment/tools unattended at any time.
  - b. Do not, under any circumstances, take equipment/tools home for personal use
2. In the event of equipment/tool damage or loss:
  - a. Notify a member of the Board or Facility Committee immediately.
  - b. If at any time the equipment/tool suffers damage – discontinue use immediately.
  - c. Promptly return it to the appropriate location where the damage can be assessed.
2. Return Equipment:
  - a. Return all equipment/tools to the proper location as soon as practical.

- b. Check to ensure all equipment/tools are present & accounted for, in proper working conditions and stored properly.
  - c. Inform a member of the Board or Facility Committee of any issues encountered or damage incurred to equipment.
- 2. Damage that is deemed to be unnecessary or inexcusable or unauthorized use will result in the offending member having their bond cheque cashed immediately and any other associated costs collected from them.

# **POLICY 4 – PURCHASING POLICY**

## **Overview**

The purpose of this policy is to provide for the requisition of all services, supplies, materials, and equipment for Neepawa Baseball-Softball Association. This policy is to be utilized as a guideline and if the designated officer encounters difficulty in following the guidelines in specific instances, are to seek a vote from the Board to work out a reasonable solution for the purchase.

Designated officers and authorized members may make expenditures as specified in the responsibilities outlines in the constitution, in accordance with the provisions of this policy.

## **Procedure**

### **Purchases for NBSA**

1. Designated officers should ensure that necessary equipment for play (uniforms and balls) is available for all teams by notifying the board of their intent to purchase.
2. Designated officers may approve expenditures for unexpected and emergency repairs necessary for the continued operations of Neepawa Baseball-Softball Association.
3. Items considered to be capital purchases must have a motion of the Board.
4. Only designated officers shall charge purchases to Neepawa Baseball-Softball Association. All other purchases must be paid for by the individual and submitted to the treasurer for reimbursement, after board approval.

### **Purchases of Goods or Services over \$10,000 or Tender Purchases**

1. The tender process should be used for purchases of goods and services over \$10,000. When it is impractical to tender, 3 quotations may be obtained.
2. Designated Officers shall be responsible for initiating the tender process with the approval of the Board.
3. Invitations to bid may be advertised. Where circumstances permit selective bidding, a short list of suppliers will be provided.
4. Wherever possible, businesses owned and located within the boundaries of NBSA that normally supply such goods and/or works shall be contacted to provide a tender.

### **Tender Openings**

1. Tenders shall be opened publicly.
2. NOTE: Tender submissions that do not meet the terms, conditions, and specifications in accordance with the tender documents are to be rejected, unless the deviation is minor in nature.  
(ie: an obvious typographical error, etc.)
3. Tender submissions that are received after the advertised deadline are to be returned unopened to the originator.

4. No alteration shall be made to a tender after the opening, except where such alteration can be decisively shown to be an error in computation or typing. The bidder shall be advised and asked to confirm the alteration in writing.

#### Awarding the Tender/Quotation

1. Tenders shall be awarded using the Evaluation Process as specified in the tender documentation.
2. All tenders shall be awarded by a motion of the board of directors.

# **POLICY 5 – REFUNDS**

## **Overview**

Neepawa Baseball-Softball Association (hereinafter referred to as NBSA) has found it necessary to implement a registration cancellation policy. The policy is intended to fairly deal with extenuating circumstances, while at the same time underscore the need for commitment to the game and in particular to teammates once the season begins. In order to withdraw a player from the program the parent/guardian of a player (hereafter referred to as the player) must submit a letter to the President stating the reason for the request.

NBSA will only consider a request to withdraw a player from the program for the following reasons:

- Job transfer to another town or city.
- The new residence of the player must be outside of the registration boundaries of NBSA
- Medical reasons. Must be accompanied by a doctor's certificate.

## **Request for Refunds:**

Requests for player withdrawal received prior to March 15th will be reimbursed.

Requests for player withdrawal received after March 15th and prior to season start may be eligible for a refund of fifty percent (50%) of the non-discounted basic registration fee, subject to board approval.

Requests for player withdrawal received after the start of the season are not eligible for any refund.

\*\*Any league fees (Mid-West or Westman Softball) are not eligible for refund once roster submission deadline dates have passed. \*\*

# POLICY 6 – UMPIRE FEES

## Overview

Neepawa Baseball-Softball Association (hereinafter referred to as NBSA) has, by a motion, set rates for umpires to be paid. Rates shall be adjusted from time to time in order to keep NBSA competitive in the region.

## Fees payable

1. Umpires who perform official duties for NBSA for three (3) games in one season will be reimbursed their umpire course costs. Receipts for the course must be submitted to the Treasurer of NBSA before August of each year.
2. Umpires whose course fees have NOT been paid by NBSA, but who are required to travel to perform duties on behalf of NBSA shall be paid mileage of \$0.55 per kilometer one way, in addition to the regular game fees.
3. Umpire fees shall be paid as follows per game:

<b>Team</b>	<b>Plate</b>	<b>Base</b>
U11	\$40	\$35
U13	\$45	\$40
U15	\$50	\$45
U18	\$55	\$50

4. It is the responsibility of the Diamond/Umpire Scheduler to ensure that the Treasurer is aware of who has officiated games in order for payment to be made.

# **POLICY 7 – COURSE REIMBURSEMENTS**

## **Overview**

Neepawa Baseball-Softball Association (hereinafter referred to as NBSA) requires trained coaches and umpires to keep NBSA competitive and eligible for regional and provincial play.

## **Procedure**

1. NBSA will endeavor to provide coaching and umpire courses within the boundaries of NBSA whenever possible.
2. Should training opportunities not be in the local area, it is expected that those wishing to pursue training will go out of town to do so.
3. Reimbursement shall be as follows:
  - a. Coaches – will be reimbursed their course fee's once they have been coach (head or assistant) of a team within the NBSA boundaries. NBSA will not reimburse out of pocket expenses such as hotel rooms, meals or mileage.
  - b. Umpires – as per Policy 6.

# **POLICY 8 – DIAMOND & UMPIRE**

## **SCHEDULING**

### **Overview**

The Neepawa Ball Diamonds are managed by a volunteer board. The diamond scheduling and umpire scheduling are managed by a volunteer member, appointed as the Diamond/Umpire Schedule for Neepawa Baseball Softball Association.

### **Procedure**

1. All requests for use of ball diamonds by any individual team representative or member should be directed to the Diamond/Umpire Scheduler
2. The Diamond/Umpire will ultimately control the usage:
  - a. Scheduling of events or posting of schedules for ball diamond time
  - b. Posting in each diamond a listing of events OR on the NBSA Facebook page or website.
3. Certified umpires must notify NBSA so they can be put into the umpire scheduling rotation.
4. Umpires will be scheduled as fairly as possible based on qualifications.
5. User groups not belonging to NBSA shall be charged the following rental rates which shall be transferred to the Facility Account:
  - a. \$25 per diamond per game; OR
  - b. \$125 per day for a tournament, using as many diamonds as needed

# **POLICY 9 – UNIFORM POLICY**

## **Overview**

Neepawa Baseball Softball Association (NBSA) has purchased uniforms for all players and/or coaches to ensure teams are to be competitive and perform.

## **Procedure**

1. Only uniforms purchased by NBSA shall be worn by players
2. Coaches will be given a jersey from Neepawa Minor Ball if they qualify for regional or provincial. Coaches will not be supplied with Jerseys for regular season.
3. NBSA will only provide jerseys. Pants, belts, socks, shoes, helmets and gloves are the responsibility of the players to purchase.
4. NBSA will wear black pants.
5. A deposit of \$55 shall be made at the beginning of the season for each jersey handed out. Should the jersey be returned in the same condition it was handed out, \$50 will be refunded. If the jersey is damaged or not returned the \$55 will be kept for replacement costs.
6. Coaches will be provided with the exact number of jerseys required for their team, in a tote, at the beginning of the season. The tote must be returned with all jerseys to the Equipment Manager at the end of the season.

# **POLICY 10 – REGISTRATION POLICY**

## **Overview**

Neepawa Baseball Softball Association (NBSA) has developed a registration policy to ensure fairness for all.

## **Procedure**

1. Registration must be completed via online form or paper application can be emailed to Neepawa Minor Softball and Baseball
2. New registrations require a copy of a birth certificate.
3. Payment for registration fees can be made via e-transfer cash or cheque; however, the uniform deposit and bond fee must be paid by postdated cheque.
4. Athletes who have not provided their registration fee, uniform deposit and bond fee will not be provided with a jersey and will not be permitted on the bench.

# **POLICY 11 – PRIVACY POLICY**

## **PURPOSE OF THIS POLICY**

1. Privacy of personal information is governed by the Personal Information Protection and Electronics Documents Act (“PIPEDA”). This policy describes the way that NEEPAWA BASEBALL SOFTBALL ASSOCIATION collects, uses, retains, safeguards, discloses and disposes of personal information, and states Neepawa Baseball Softball Association’s commitment to collecting, using and disclosing personal information responsibly.

## **BACKGROUND**

2. Our organization, NEEPAWA BASEBALL SOFTBALL ASSOCIATION, is the governing body for the sport of softball and baseball in Neepawa and area.

## **PERSONAL INFORMATION**

3. Personal information is information about an identifiable individual. Personal information may include:

- a) Personal characteristics (e.g., gender, date of birth, age, height, weight, body weight, mass and body fat index, uniform size, shoe size, income, ethnic background, family status).
- b) Contact information (e.g. address, phone number, cell phone number, fax number, e-mail address).
- c) Health information (e.g., health history, health conditions, and health services received by them).
- d) Activities and views (e.g., religion, politics, opinions expressed by an individual, an opinion or evaluation of an individual).
- e) Athlete biography, performance results and feedback from coaches and trainers.
- f) Criminal records check.

Personal information, however, does not include business information (e.g., an individual’s business address and telephone number), which is not protected by privacy legislation.

## **ACCOUNTABILITY**

4. The association may designate a privacy officer on a case-by-case basis to deal with issues as they arise.

## **PURPOSE**

5. Personal information will only be collected by NEEPAWA BASEBALL SOFTBALL ASSOCIATION to meet and maintain the highest standard of organizing and programming the sport of Softball. NEEPAWA BASEBALL SOFTBALL ASSOCIATION collects personal information from prospective members, members, coaches, umpires, participants, support staff and volunteers for purposes that include, but are not limited to, the following:

- i. Receiving communications from NEEPAWA BASEBALL SOFTBALL ASSOCIATION in regard to E-news, e-mails, bulletins, donation requests, invoices, notifications, merchandise sales,

newsletters, programs, events and activities.

ii. Database entry in Neepawa Baseball Softball Association's National Membership Database.

iii. Coach selection.

iv. Database entry to determine level of officiating certification and qualifications.

v. To determine eligibility, age group and appropriate level of play.

vi. Implementing Neepawa Baseball Softball Association's volunteer screening program.

vii. In the case of medical emergency.

viii. Athlete registration forms, outfitting uniforms, media relations, and various components of athlete and team selection.

- ix. To determine membership demographic structure and program wants and needs.
- x. Competition registration.
- xi. Publishing articles, media relations and posting on the NEEPAWA BASEBALL SOFTBALL ASSOCIATION website, social media, displays or posters.
- xii. Posting images, likeness or other identifiable attributes to promote NEEPAWA BASEBALL SOFTBALL ASSOCIATION on its website, social media, displays or posters.

6. If a purpose has not been identified herein, NEEPAWA BASEBALL SOFTBALL ASSOCIATION will seek consent from individuals when personal information is used for a purpose not already consented to. This consent will be documented as to when and how it was received.

## **CONSENT**

7. Consent is required to be obtained by lawful means from individuals at the time of collection, prior to the use or disclosure of the personal information. If the consent to the collection, use or disclosure was not obtained upon receipt of the information, consent will be obtained prior to the use or disclosure of that information. NEEPAWA BASEBALL SOFTBALL ASSOCIATION may collect personal information without consent where it is reasonable to do so and were permitted by law.

8. By providing personal information to NEEPAWA BASEBALL SOFTBALL ASSOCIATION, individuals are consenting to the use of the information for the purposes identified in this policy.

9. NEEPAWA BASEBALL SOFTBALL ASSOCIATION will not, as a condition of a product or service, require an individual to consent to the collection, use or disclosure of information beyond that required to fulfill the specified purpose.

10. An individual may withdraw consent to the collection, use or disclosure of personal information at any time, subject to legal or contractual restrictions, provided the individual gives one week's notice of such withdrawal to NEEPAWA BASEBALL SOFTBALL ASSOCIATION. The Board and/or Privacy Officer will advise the individual of the implications of such withdrawal.

## **LIMITING COLLECTION**

11. All personal information will be collected fairly, by lawful means and for the purposes specified in this policy. NEEPAWA BASEBALL SOFTBALL ASSOCIATION will not use any form of deception to obtain personal information.

## **LIMITING USE, DISCLOSURE AND RETENTION**

12. Personal information will not be used or disclosed by NEEPAWA BASEBALL SOFTBALL ASSOCIATION for purposes other than those for which it was collected as described herein, except with the consent of the individual or as required by law.

13. Personal information will be retained for certain periods of time in accordance with the following:
- i. Registration data and athlete information will be retained indefinitely after an individual has left a program of NEEPAWA BASEBALL SOFTBALL ASSOCIATION, in the event that the individual chooses to return to the program and for archival purposes.
  - ii. Parental/family information will be retained indefinitely after an individual has left a program of NEEPAWA BASEBALL SOFTBALL ASSOCIATION, in the event that the individual chooses to return to the program.
  - iii. Information collected by coaches will be retained indefinitely after an individual has left a program of NEEPAWA BASEBALL SOFTBALL ASSOCIATION, in the event that the individual chooses to return to the program and for archival

purposes.

iv. Employee information will be retained for a period of seven years in accordance with Canada Revenue Agency requirements.

v. Personal health information will be immediately destroyed when an individual chooses to leave a program of NEEPAWA BASEBALL SOFTBALL ASSOCIATION.

vi. Marketing information, related specifically to individuals, will be immediately destroyed upon compilation and analysis of collected information.

vii. As otherwise may be stipulated in federal or provincial legislation.

14. Personal information that is used to make a decision about an individual will be maintained for a minimum of one year of time to allow the individual access to the information after the decision has been made.

15. NEEPAWA BASEBALL SOFTBALL ASSOCIATION may disclose personal information to a government authority that has asserted its lawful authority to obtain the information or where NEEPAWA BASEBALL SOFTBALL ASSOCIATION has reasonable grounds to believe the information could be useful in the investigation of an unlawful activity, or to comply with a subpoena or warrant or an order made by the court or otherwise as permitted by applicable law.

16. Documents will be destroyed by way of shredding or secure destruction and electronic files will be deleted in their entirety. When hardware is discarded, NEEPAWA BASEBALL SOFTBALL ASSOCIATION will ensure that the hard drive is physically destroyed.

## **ACCURACY**

17. NEEPAWA BASEBALL SOFTBALL ASSOCIATION will use accurate and up-to-date information as is necessary for the purposes for which it is to be used, to minimize the possibility that inappropriate information may be used to make a decision about an individual.

## **SAFEGUARDS**

18. Personal information is protected by security safeguards appropriate to the sensitivity of the information against loss or theft, unauthorized access, disclosure, copying, use or modification.

19. Methods of protection and safeguards include, but are not limited to, locked filing cabinets, restricted access to offices, need-to-know access and technological measures including the use of passwords, encryption and firewalls.

20. The following steps will be taken to ensure security:

i. Paper information is either under supervision or secured in a locked or restricted area.

- ii. Electronic hardware is either under supervision or always secured in a locked or restricted area. In addition, passwords are used on computers.
- iii. Paper information is transmitted through sealed, addressed envelopes or in boxes by reputable courier/delivery companies.
- iv. Electronic information is transmitted either through a direct line or is encrypted.
- v. Board members and staff are trained to collect, use and disclose personal information only as necessary to fulfill their duties and in accordance with this policy.

## **OPENNESS**

21. NEEPAWA BASEBALL SOFTBALL ASSOCIATION will publicize information about its policies and practices relating to the management of personal information. This information is available through this policy on Neepawa Baseball Softball Association's web site, or upon request by contacting the Privacy Officer. The name, business address, phone, fax and email address of the Privacy Officer will be available to the public.

## **INDIVIDUAL ACCESS**

22. Upon written request, and with assistance from NEEPAWA BASEBALL SOFTBALL ASSOCIATION, an individual may be informed of the existence, use and disclosure of his or her personal information and will be given access to that information. Also, an individual is entitled to be informed of the source of the personal information along with an account of third parties to whom the information has been disclosed.

23. Requested information will be disclosed to the individual within 30 days of receipt of the written request at no cost to the individual, or at nominal cost relating to photocopying expenses, unless there are reasonable grounds to extend the time limit.

24. If personal information is inaccurate or incomplete, it will be amended as required.

25. An individual may be denied access to his or her personal information if:

- This information is prohibitively costly to provide.
- The information contains references to other individuals.
- The information cannot be disclosed for legal, security or commercial proprietary purposes.
- The information is subject to solicitor-client or litigation privilege.

26. Upon refusal, NEEPAWA BASEBALL SOFTBALL ASSOCIATION will inform the individual of the reasons for the refusal and the associated provisions of PIPEDA.

## **CHALLENGING COMPLIANCE**

27. An individual may challenge Neepawa Baseball Softball Association's compliance with this policy and PIPEDA, by submitting a challenge in writing.

28. Upon receipt of a written complaint, NEEPAWA BASEBALL SOFTBALL ASSOCIATION will:

- Record the date the complaint is received.
- Notify the Privacy Officer who will serve in a neutral, unbiased capacity to resolve the

complaint.

- Acknowledge receipt of the complaint by way of telephone conversation or registered mail/courier and clarify the nature of the complaint within fourteen days of receipt of the complaint.
- Upon completion of the investigation and within 45 days of receipt of the complaint, the investigator will submit a written report to NEEPAWA BASEBALL SOFTBALL ASSOCIATION.

- Notify the complainant of the outcome of the investigation and any relevant steps taken to rectify the complaint, including any proposed amendments to policies and procedures, within 60 days of receipt of the complaint.

# **POLICY 12 – CONFLICT OF INTEREST**

## **DEFINITIONS**

1. The following terms have these meanings in this Policy:

- a) “Conflict of Interest” – A situation where an individual, or the organization they represent, has a real, potential or perceived direct or indirect interest competing with Neepawa Baseball Softball Association’s interests, resulting in a real or seeming incompatibility between one’s private interests and one’s fiduciary duties to Neepawa Baseball Softball Association.
- b) “Member”- All categories of membership defined in the Neepawa Baseball Softball Association Bylaws, as well as to all individuals engaged in activities with or employed by Neepawa Baseball Softball Association, including, but not limited to, athletes, coaches, officials, volunteers, directors, officers, team managers, team captains, medical and paramedical personnel, administrators and employees (including contract personnel).
- c) “Non-Pecuniary Interest” – An interest that an individual may have in a matter which may involve family relationships, friendships, volunteer positions or other interests that do not involve the potential for financial gain or loss.
- d) “Pecuniary Interest” -An interest that an individual may have in a matter because of the reasonable likelihood or expectation of financial gain or loss for that individual, or another person with whom that individual is associated.
- e) “Perceived Conflict of Interest” – A perception by an informed person that a conflict of interest exists or may exist.
- f) “Person” – Any Member, family member, friend, customer, client, sponsor, colleague, legal person or organization.
- g). “Privacy Officer” – A member chosen by the board members on a per case basis.

## **PURPOSE AND APPLICATION**

- 2. The purpose of this Policy is to describe how Members will conduct themselves in matters relating to real or perceived conflicts of interests, and to clarify how Neepawa Baseball Softball Association will make decisions in situations where conflicts of interest may exist.
- 3. This Policy applies to all Members as defined in the Definitions section.

## **OBLIGATIONS**

- 4. Members will fulfill the requirements of this policy. Members will not:
  - a) Engage in any business or transaction or have a financial or other personal interest that is incompatible with their official duties with Neepawa Baseball Softball Association.
  - b) Knowingly place themselves in a position where they are under obligation to any Person who

- might benefit from special consideration, or who might seek, in any way, preferential treatment.
- c) In the performance of their official duties, accord preferential treatment to any Person in which Members have an interest, financial or otherwise.
  - d) Derive personal benefit from information that they have acquired during the course of fulfilling their official duties with Neepawa Baseball Softball Association, where such information is confidential or is not generally available to the public.
  - e) Engage in any outside work, activity or business or professional undertaking conflicts or appears to conflict with their official duties as a representative of Neepawa Baseball Softball Association, or in which they have an advantage or appear to have an advantage

on the basis of their association with Neepawa Baseball Softball Association.

f) Use Neepawa Baseball Softball Association property, equipment, supplies or services for activities not

associated with the performance of official duties with Neepawa Baseball Softball Association without the permission of Neepawa Baseball Softball Association.

g) Place themselves in positions where they could, by virtue of being a Neepawa Baseball Softball Association Member, influence decisions or contracts from which they could derive any direct or indirect benefit or interest; or

h) Accept any gift or favor that could be construed as being given in anticipation of, or in recognition for, any special consideration granted by virtue of being a Neepawa Baseball Softball Association Member.

### **DISCLOSURE OF CONFLICT OF INTEREST**

5. At any time that a Neepawa Baseball Softball Association Member becomes aware that there may exist a real or perceived conflict of interest, they will disclose this conflict to the President and if it is the President with the conflict, they will declare to the Board of Directors as a whole.

### **REPORTING A CONFLICT OF INTEREST**

6. Any Member who is of the view that another Member may be in a position of conflict of interest shall report this matter to the Board. Such a complaint must be signed and in writing.

### **RESOLVING COMPLAINTS OF REAL OR PERCEIVED CONFLICT OF INTEREST**

7. Upon receiving a complaint, the Board of Directors will determine whether a conflict of interest exists provided the alleged Member has been given notice of and the opportunity to submit evidence and to be heard at such a meeting.

8. After hearing about the matter, the Board of Directors will determine whether a real or perceived conflict of interest exists and if so what appropriate actions will be imposed.

9. Where the Member accused of being in a real or perceived conflict of interest acknowledges the facts, he or she may waive the meeting, in which case the Board of Directors will determine the appropriate actions.

10. If the Neepawa Baseball Softball Association Member accused of being in a real or perceived conflict of interest chooses not to participate in the meeting, the meeting will proceed in any event.

11. The Board of Directors may apply the following actions singly or in combination with real or perceived conflicts of interest:

a) Removal or temporary suspension of certain responsibilities or decision-making authority.

b) Removal or temporary suspension from a designated position.

c) Removal or temporary suspension from certain Neepawa Baseball Softball Association

teams, events and/or activities.

d) Expulsion from Neepawa Baseball Softball Association.

e) Other actions may be considered appropriate for the real or perceived conflict of interest.

12. Failure to comply with an action as determined by the Board of Directors will result in automatic suspension of membership in Neepawa Baseball Softball Association until such time as compliance occurs.

13. The Board of Directors may determine that an alleged real or perceived conflict of interest is of such seriousness as to warrant suspension of designated activities pending a meeting and a decision of the Board of Directors.

#### **RESOLVING CONFLICTS IN DECISION-MAKING**

14. Decisions or transactions that involve a real or perceived conflict of interest that have been disclosed by a

Neepawa Baseball Softball Association Member may be considered and decided upon by Neepawa Baseball Softball Association Board of Directors provided that:

- a) The nature and extent of the Member's interest has been fully disclosed to the body that is considering or making the decision, and this disclosure is recorded in the minutes.
- b) The Member does not participate in discussion on the matter giving rise to the conflict of interest.
- c) The Member abstains from voting on the proposed decision or transaction.
- d) The Member is not included in the determination of quorum for the proposed decision or transaction; and
- e) The decision or transaction is in the best interests of Neepawa Baseball Softball Association.

**NEEPAWA BASEBALL SOFTBALL  
ASSOCIATION DECISION-MAKERS**

15. Members wishing to obtain a position as a decision-maker (Director) within Neepawa Baseball Softball Association must declare their professional interests and any potential conflict of interests prior to being declared eligible by the Board of Directors for a position as a decision-maker within Neepawa Baseball Softball Association.

16. In the event that a Neepawa Baseball Softball Association Member neglects to disclose a professional interest or any potential conflicts of interest, this Policy will apply.

# Policy 13 Code of Conduct and Ethics Policy-

“Organization” refers to: Neepawa Minor Baseball Softball Associations

1. The following terms are defined in the Universal Code of Conduct to Prevent and Address Maltreatment in Sport (UCCMS”) and provided in Appendix A:

- a. Consent
- b. Disclosure
- c. Duty to Report
- d. Grooming
- e. Minor
- f. Neglect
- g. Physical Maltreatment
- h. Power Imbalance
- i. Psychological Maltreatment
- j. Reporting (or Report)
- k. Sexual Maltreatment

## Definitions

2. The following terms have these meanings in this Code:

a. **Athlete** – An individual who is an Athlete Participant in the Organization who is subject to the policies of the Organization

b. **Abuse** – Includes Psychological Maltreatment, Physical Maltreatment, Neglect, and/or Grooming of Vulnerable Participants by Persons in Authority and which can have the following warning signs:

- i. Recurrent unexplained injuries
- ii. Alert behavior; children seem to always be expecting something bad to happen
- iii. Often wears clothing that covers up their skin, even in warm weather
- iv. Child startles easily, shies away from touch or shows other skittish behavior
- v. Constantly seems fearful or anxious about doing something wrong
- vi. Withdrawn from peers and adults
- vii. Behavior fluctuates between extremes (e.g., extremely cooperative or extremely demanding)
- viii. Acting either inappropriately beyond their age (like an adult; taking care of other children) or inappropriately younger than their age (like an infant; throwing tantrums)
- ix. Acting out in an inappropriate sexual way with toys or objects
- x. new adult words for body parts and no obvious source
- xi. Self-harm (e.g., cutting, burning or other harmful activities)
- xii. Not wanting to be alone with a particular child or young person

c. **Bullying** - is offensive behavior and/or abusive treatment of a Participant that typically, but not always, involves an abuse of power. Examples of behavior that may constitute Bullying include but are not limited to:

- i. Spreading malicious rumors, gossip or innuendos with the intent of causing harm or suffering to a Participant.
- ii. Excluding or isolating a Participant socially with the intent of causing them harm or suffering.

- iii. Making offensive jokes or derogatory comments to a Participant or to others.
- iv. Yelling, verbally berating or using profanity.
- v. Assigning unreasonable duties or workload which are unfavorable to a Participant; or
- vi. Any form of cyber bullying which can include:
  - a) Sending mean or threatening emails or text/instant messages.
  - b) Posting embarrassing photos of someone online
  - c) Creating a website to make fun of others
  - d) Pretending to be someone else
  - e) Tricking someone into sending pictures or videos or revealing personal information
  - f) Sending personal information (including pictures and videos) about someone else to a third party
- d. **Discrimination** – Differential treatment of an individual based on one or more prohibited grounds which include race, citizenship, national or ethnic origin, color, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, or disability
- e. **Harassment** – A course of vexatious comment or conduct against a Participant or group, which is known or ought reasonably to be known to be unwelcome. Types of behavior that constitute Harassment include, but are not limited to:
  - i. Written or verbal abuse, threats, or outbursts.
  - ii. Persistent unwelcome remarks, jokes, comments, innuendo, or taunts.
  - iii. Racial harassment, which is racial slurs, jokes, name calling, or insulting behavior or terminology that reinforces stereotypes or discounts abilities because of racial or ethnic origin;
  - iv. Leering or other suggestive or obscene gestures;
  - v. Condescending or patronizing behavior which is intended to undermine self-esteem, diminish performance or adversely affect working conditions;
  - vi. Practical jokes which endanger a person’s safety, or may negatively affect performance;
  - vii. Hazing – which is any form of conduct which exhibits any potentially humiliating, degrading, abusive, or dangerous activity expected of a junior ranking individual by a more senior individual, which does not contribute to either individual’s positive development, but is required to be accepted as part of a team or group, regardless of the junior-ranking individual’s willingness to participate. This includes, but is not limited to, any activity, no matter how traditional or seemingly benign, that sets apart or alienates any teammate or group member based on class, number of years on the team or with the group, or ability;
  - viii. Unwanted physical contact including, but not limited to, touching, petting, pinching, or kissing;
  - ix. Deliberately excluding or socially isolating a person from a group or team;
  - x. Persistent sexual flirtations, advances, requests, or invitations;
  - xi. Physical or sexual assault;
  - xii. Contributing to a poisoned sport environment, which can include:
    - a. Locations where material that is discriminatory is displayed (e.g., sexually explicit posters and racial/racist cartoons)
    - b. Groups where harassing behavior is part of the normal course of activities
    - c. Behavior that causes embarrassment, awkwardness, endangers a person’s safety or negatively affects performance.
  - xiii. Behaviors such as those described above that are not directed towards a specific person or group but have the same effect of creating a negative or hostile environment; and
  - xiv. Retaliation or threats of retaliation against a person who reports harassment to the Organization
- f. **Participants** – Refers to all categories of individual members and/or registrants defined in the By-laws of

the Organization who are subject the policies of the Organization, as well as all people employed by, contracted by, or engaged in activities with, the Organization including, but not limited to, employees, contractors, Athletes, coaches, instructors, officials, volunteers, managers, Board Members, parents or guardians, and spectators

**g. Person in Authority** – Any Participant who holds a position of authority within the Organization including, but not limited to, coaches, instructors, officials, managers, , chaperones, and Board Members

**h. Vulnerable Participants** – Includes Minors and vulnerable adults (people who, because of age, disability or other circumstance, are in a position of dependence on others or are otherwise at a greater risk than the general population of being harmed by people in positions of trust or authority)

## **Responsibilities**

9. Participants have a responsibility to:

a. Refrain from any behavior that constitutes Discrimination, Harassment, Workplace Harassment, or Workplace Violence

b. Maintain and enhance the dignity and self-esteem of other Participants by:

i. Treating each other with the highest standards of fairness, honesty, respect and integrity.

ii. Focusing comments or criticism appropriately and avoiding public criticism of Athletes, coaches, officials, organizers, volunteers, employees, or other Participants.

iii. Consistently demonstrating the spirit of sportsmanship, sport leadership, and ethical conduct.

iv. Acting, when appropriate, to correct or prevent practices that are unjustly discriminatory; and

v. Ensuring adherence to the rules of the sport and the spirit of those rules.

c. Abstain from the non-medical use of medications or drugs, or the use of Prohibited Substances or Prohibited Methods as listed on the version of the World Anti-Doping Agency's Prohibited List currently in force. More specifically, the Organization adopt and adhere to the Canadian Anti-Doping Program. The Organization will respect any sanction imposed on a Participant as a result of a breach of the Canadian Anti Doping Program or any other applicable Anti-Doping Rules

d. Refrain from associating with any person for the purpose of coaching, training, competition, instruction, administration, management, athletic development, or supervision, who has been found to have committed an anti-doping rule violation and is serving a period of ineligibility imposed pursuant to the Canadian Anti-Doping Program or any other applicable Anti-Doping Rules

e. Reasonably cooperate with the CCES or another anti-doping organization that is investigating anti-doping rule violations

f. Not harass, intimidate or otherwise conduct themselves offensively towards a doping control official or other individual involved in doping control

g. Refrain from the use of power or authority in an attempt to coerce another person to engage in inappropriate activities

h. Refrain from consuming cannabis, or recreational drugs while participating in the programs, activities, competitions, or events of the Organization.

i. In the case of Minors, not consume alcohol, or cannabis at any competition or event.

j. In the case of adults, not consume cannabis in the Workplace or in any situation associated with the events of the Organization (subject to any requirements for accommodation), not consume alcohol during training, competitions, or in situations where Minors are present, and take reasonable steps to manage the responsible consumption of alcohol in adult-oriented social situations

- k. When driving a vehicle:
  - i. Have a valid driver's license.
  - ii. Not be under the influence of alcohol or illegal drugs or substances.
  - iii. Have valid car insurance; and
  - iv. Refrain from holding a mobile device.
- l. Respect the property of others and not willfully cause damage
- m. Promote sport in the most constructive and positive manner possible
- n. Refrain from engaging in deliberate cheating which is intended to manipulate the outcome of a para-classification, competition and/or not offer or receive any bribe which is intended to manipulate the outcome of a competition
- o. Adhere to all federal, provincial/territorial, municipal and host country laws
- p. Comply, at all times, with the bylaws, policies, procedures, and rules and regulations of the Organization, as applicable and as adopted and amended from time to time
- q. Report any ongoing criminal or anti-doping investigation, conviction, or existing bail conditions involving a Participant to the Organization, including, but not limited to, those for violence, child pornography, or possession, use, or sale of any illegal or prohibited substance or method

### **Directors, Committee Members, and Staff**

10. In addition to section 9(above), Directors, Committee Members, and staff of the Organization will have additional responsibilities to:
- a. Function primarily as a director or Committee Member or staff member of the Organization (as applicable) and not as a member of any other organization or constituency
  - b. Ensure their loyalty prioritizes the interests of the Organization
  - c. Ensure that financial affairs are conducted in a responsible and transparent manner with due regard for all fiduciary responsibilities
  - e. Conduct themselves openly, professionally, lawfully and in good faith
  - f. Be independent and impartial and not be influenced by self-interest, outside pressure, expectation of reward, or fear of criticism
  - g. Behave with decorum appropriate to both circumstance and position
  - h. Exercise the degree of care, diligence, and skill required in the performance of their duties pursuant to applicable laws
  - i. Maintain confidentiality of private organizational information
  - j. Respect the decisions of the majority and resign if unable to do so
  - k. Commit the time to attend meetings and be diligent in preparation for, and participation in, discussions at such meetings
  - l. Have a thorough knowledge and understanding of all governance documents

### **Coaches, Instructors, Trainers, and Athlete Support Personnel**

11. In addition to section 9 (above), coaches, instructors, trainers and athlete support personnel have many

additional responsibilities. The coach-Athlete relationship is a privileged one and plays a critical role in the personal, sport, and athletic development of the Athlete. Coaches must understand and respect the inherent power imbalance that exists in this relationship and must be extremely careful not to abuse it, either consciously or unconsciously. Coaches, instructors, trainers, and athlete support personnel will:

- a. Avoid any behavior that abuses the Power Imbalance inherent in the coaching position to (i) establish or maintain a sexual relationship with an Athlete that they are coaching, or (ii) encourage inappropriate physical or emotional intimacy with an Athlete, regardless of the Athlete's age
- b. Ensure a safe environment by selecting activities and establishing controls that are suitable for the age, experience, ability, and fitness level of the Athletes
- c. Prepare Athletes systematically and progressively, using appropriate time frames and monitoring physical and psychological adjustments while refraining from using training methods or techniques that may harm Athletes
- d. Avoid compromising the present and future health of Athletes by communicating and cooperating with sport medicine professionals in the diagnosis, treatment, and management of Athletes' medical and psychological treatments
- e. Support the coaching staff of a training camp, provincial/territorial team, or national team, should an Athlete qualify for participation with one of these programs
- f. Accept and promote Athletes' personal goals and refer Athletes to other coaches and sport specialists as appropriate
- g. Provide Athletes (and the parents/guardians of Minor Athletes) with the information necessary to be involved in the decisions that affect the Athlete
- h. Act in the best interest of the Athlete's development as a whole person
- i. Comply with the Screening Policy
- j. Report any ongoing criminal or anti-doping investigation, conviction, or existing bail conditions to the Organization (as applicable), including those for violence, child pornography, or possession, use, or sale of any illegal or prohibited substance or method
- k. Not coach, train, or otherwise support athletes if they use methods or substances prohibited by the Canadian Anti-Doping Program without valid and acceptable justification
- l. Under no circumstances provide, promote, or condone the use of drugs (other than properly prescribed medications) or prohibited substances or prohibited methods and, in the case of Minors, alcohol, cannabis, and/or tobacco
- m. Respect Athletes competing for other jurisdictions and, in dealings with them, not encroach upon topics or actions which are deemed to be within the realm of 'coaching', unless after first receiving approval from the coaches who are responsible for the Athletes
- n. Not engage in a sexual or intimate relationship with an Athlete of any age in which the coach is in a position of trust or authority
- o. Disclose to the Organization any sexual or intimate relationship with an athlete over the age of majority and immediately discontinue any coaching involvement with that athlete
- p. Recognize the power inherent in the position of coach and respect and promote the rights of all participants in sport. This is accomplished by establishing and following procedures for confidentiality (right to privacy), informed participation, and fair and reasonable treatment. Coaches have a special responsibility to respect and promote the rights of participants who are in a vulnerable or dependent position and less able to protect their own rights
- q. Dress professionally and use appropriate language

## **Athletes**

12. In addition to section 9 (above), Athletes will have additional responsibilities to:

- a. Adhere to their Athlete Agreement (if applicable)
- b. Report any medical problems in a timely fashion, when such problems may limit their ability to travel, practice, or compete
- c. Participate and appear on-time and prepared to participate to their best abilities in all competitions, practices, training sessions, and evaluations
- d. Properly represent themselves and not attempt to participate in a competition for which they are not eligible by reason of age, classification, or other reason
- e. Adhere to any rules and requirements regarding clothing and equipment
- f. Dress to represent the sport and themselves with professionalism
- g. Act in accordance with applicable policies and procedures and, when applicable, additional rules as outlined by coaches or managers

## **Officials**

13. In addition to section 9 (above), officials will have additional responsibilities to:

- a. Maintain and update their knowledge of the rules and rules changes
  - b. Not publicly criticizing other officials
  - c. Work within the boundaries of their position's description while supporting the work of other officials
  - d. Act as an ambassador of the sport by agreeing to enforce and abide by national and provincial/territorial rules and regulations
  - e. Take ownership of actions and decisions made while officiating
  - f. Respect the rights, dignity, and worth of all Participants
  - g. Act openly, impartially, professionally, lawfully, and in good faith
  - h. Be fair, equitable, considerate, independent, honest, and impartial in all dealings with others
  - i. Respect the confidentiality required by issues of a sensitive nature, which may include discipline processes, appeals, and specific information or data about Participants
  - j. Comply with the Screening Policy
- Honor all assignments unless unable to do so by virtue of illness or personal emergency, and in these cases inform a supervisor at the earliest possible time
- l. When writing reports, set out the actual facts to the best of their knowledge and recollection
  - m. Dress in proper attire for officiating

## **Parents/Guardians and Spectators**

14. In addition to section 9 (above), parents/guardians and spectators at events will:

- a. Encourage Athletes to compete within the rules and to resolve conflicts without resorting to hostility or violence
- b. Condemn the use of violence in any form
- c. Never ridicule a participant for making a mistake during a competition or practice
- d. Respect the decisions and judgments of officials, and encourage Athletes to do the same
- e. Support all efforts to remove verbal and physical abuse, coercion, intimidation, and sarcasm
- f. Respect and show appreciation to all competitors, and to coaches, officials and other volunteers
- g. Never harass competitors, coaches, officials, parents/guardians, or other spectators

## **Volunteers**

18. In addition to section 9 (above) volunteers have additional responsibilities. Volunteers are a critical part of the organization and the organization's success is directly related to volunteers carrying out their assigned responsibilities.

Volunteers will:

- a) Act with honesty and integrity while carrying out any assigned responsibilities
- b) Comply with both the letter and the spirit of any training or orientation provided by the Association
- c) Take responsibility for actions and decisions. Follow reporting lines to facilitate the effective resolution of problems
- d) Prudently manage and allocate assets and resources, both financial and material
- e) Use inoffensive language

Volunteers will not:

- a) Exceed the authority of assigned position
- b) Encourage athletes to consume illegal drugs, alcohol or performance-enhancing drugs
- c) Engage in a sexual relationship with an athlete

# POLICY 14- Respect in Sport Policy

## **Purpose of the Policy:**

Neepawa Baseball-Softball Association is committed to creating a sport environment in which all individuals are treated with respect and dignity. Coaches have a responsibility to create a sporting environment that is free of harassment and abuse.

Neepawa Baseball-Softball Association requires that all coaches participating in baseball have completed the online Respect in Sport program and maintain Respect in Sport certified status (5-year term) as required by Sport Manitoba.

## **Scope and Application:**

1. The policy applies to all coaches registered with; or named on an official Neepawa Baseball-Softball Association team roster; or under the jurisdiction of Baseball Manitoba.
2. Any coach not having completed the program or maintained certified status in the timeframe established by Neepawa Baseball-Softball Association may be removed as a coach until such time that the course is completed.

## **Enforcement:**

Non-compliance of this policy may result in further discipline as determined by the Board of Directors or in accordance with the [applicable Baseball Manitoba] policy.

## **Review and Approval:**

This policy was approved by the Management Committee and will be reviewed on an annual basis.

# Policy 15-Discipline and Complaints Policy

## PURPOSE

1. Participants are expected to fulfill certain responsibilities and obligations including, but not limited to, complying with Softball Canada's policies, By-laws, rules and regulations, and Code of Conduct and Ethics. Non-compliance may result in sanctions pursuant to this Policy.

## PRINCIPLES

2. \*The following principles guide the findings and determinations under this Policy:

a) Any form of Maltreatment violates the integrity of Participants and undermines the values of Canadian sport.

b) Sanctions imposed will reflect the seriousness of the Maltreatment and the harm to those affected and the values of Canadian sport.

## APPLICATION OF THIS POLICY

3. This Policy applies to all Participants.

4. This Policy applies to matters that may arise during Softball Canada's business, activities, and events including, but not limited to, competitions, practices, tryouts, training camps, travel associated with Softball Canada's activities, and any meetings.

5. This Policy also applies to Participants' conduct outside of Softball Canada's business, activities, and events when such conduct adversely affects relationships within Softball Canada (and its work and sport environment), is detrimental to the image and reputation of Softball Canada, or upon the acceptance of Softball Canada. Applicability or acceptance will be determined by Softball Canada at its sole discretion.

6. \*This Policy applies to alleged breaches of the Code of Conduct and Ethics by Participants who have retired from the sport where any claim regarding a potential breach of the Code of Conduct and Ethics occurred when the Participant was active in the sport. In addition, this Policy will apply to breaches of the

Code of Conduct and Ethics that occurred when the Participants involved interacted due to their mutual involvement in the sport or, if the breach occurred outside of the sport environment, if the breach has a serious and detrimental impact on the Participant(s).

7. This Policy does not prevent immediate discipline or sanction from being applied as reasonably required. Further discipline may be applied according to this Policy. Any infractions or complaints occurring within competition will be dealt with by the procedures specific to the competition, if applicable. In such situations, disciplinary sanctions will be for the duration of the competition, training, activity, or event only.

8. An employee of Softball Canada who is a Respondent will be subject to appropriate disciplinary action in accordance with any of Softball Canada's applicable policies, as well as the employee's Employment Agreement, if applicable. Violations may result in a warning, reprimand, restrictions, suspension, or other disciplinary actions up to and including termination of employment.

## ALIGNMENT

9. Softball Canada recognizes that Participants may also be registered with Provincial/Territorial Organizations and/or Local Associations. Softball Canada requires that Provincial/Territorial Organizations submit discipline decisions rendered at the Provincial/Territorial level involving Participants to Softball Canada.

## ADULT REPRESENTATIVE

10. Complaints may be brought for or against a Participant who is a Minor. Minors must have a parent/guardian or other adult serve as their representative during this process.

11. Communication from the Discipline Chair or Case Manager, as applicable, must be directed to the minor's representative.

12. A Minor is not required to attend an oral hearing, if held.

## REPORTING A COMPLAINT

13. Any person may report a complaint to Softball Canada or to Softball Canada’s Case Manager (when identified). If a Case Manager has not been previously identified, Softball Canada will appoint an independent Case Manager and direct that person to receive the complaint.

**The current Independent Case Manager is Brian Ward who may be contacted as follows:**

**Email: safesport\_wwdrs@primus.ca**

14. Softball Canada may, in its sole discretion, act as the Complainant and initiate the complaint process under the terms of this Policy. In such cases, Softball Canada will identify an individual representative of the organization.

### CASE MANAGER RESPONSIBILITIES

15. Upon receipt of a complaint, the Case Manager has a responsibility to:

a) Determine the appropriate jurisdiction to manage the complaint and consider the following:

i. Whether the complaint should be handled by the appropriate Provincial/Territorial

Organization or by

Softball Canada. In making this decision, the Case Manager will consider:

a. whether the incident has occurred within the business, activities or events of the

Provincial/Territorial

Organization or Softball Canada. If the incident has occurred outside of the business,

activities or

events of any of these organizations, the Case Manager will determine which organization’s relationships are adversely affected or which organization’s image or reputation will be

detrimentally

affected by the incident; and

b. if the Provincial/Territorial Organization is otherwise unable to manage the complaint for

valid and

justifiable reasons, such as a conflict of interest or due to a lack of capacity

ii. If the Case Manager determines that the complaint or incident should be handled by the

appropriate

Provincial/Territorial Organization, that Provincial/Territorial Organization may use its own

policies to

resolve the dispute or may adopt this Policy. In such instance, any reference to Case Manager

below shall

be understood as a reference to the Provincial/Territorial Organization’s Case Manager and

references to

Softball Canada shall be understood to be references to the Provincial/Territorial Organization

b) Determine whether the complaint is frivolous and/or within the jurisdiction of this Policy and, if so, the complaint will be dismissed immediately and the Case Manager's decision to dismiss the complaint may not be appealed;

c) Propose the use of alternative dispute resolution techniques;

d) Determine if the alleged incident should be investigated pursuant to the Investigations Policy; and/or

e) Choose which process (Process #1 or Process #2) should be followed, and may use the following examples as a general guideline:

a) Process #1 - the Complaint alleges the following incidents:

- i. Disrespectful, abusive, racist, or sexist comments or behaviour
- ii. Disrespectful conduct
- iii. Minor incidents of violence (e.g., tripping, pushing, elbowing)
- iv. Conduct contrary to the values of Softball Canada
- v. Non-compliance with Softball Canada's policies, procedures, rules, or regulations
- vi. Minor violations of the Code of Conduct and Ethics

b) Process #2 - the Complaint alleges the following incidents:

- i. Repeated minor incidents
- ii. Any incident of hazing
- iii. Behaviour that constitutes harassment, sexual harassment, or sexual misconduct
- iv. Major incidents of violence (e.g., fighting, attacking, sucker punching)
- v. Pranks, jokes, or other activities that endanger the safety of others
- vi. Conduct that intentionally interferes with a competition or with any athlete's preparation for a competition
- vii. Conduct that intentionally damages Softball Canada's image, credibility, or reputation
- viii. Consistent disregard for Softball Canada's bylaws, policies, rules, and regulations
- ix. Major or repeated violations of the Code of Conduct and Ethics
- x. Intentionally damaging Softball Canada's property or improperly handling Softball Canada's monies
- xi. Abusive use of alcohol, any use or possession of alcohol by minors, or use or possession of illicit drugs and narcotics
- xii. A conviction for any Criminal Code offense
- xiii. Any possession or use of banned performance enhancing drugs or methods

Process #1: Handled by Discipline Chair

16. The Discipline Chair will be a Director of the Board, or an individual appointed by the President of Softball Canada to handle the duties of the Discipline Chair. The President may choose to appoint three (3)

individuals to serve as Discipline Chair and, in this case, decisions of the Discipline Chair will be by majority vote.

17. The Discipline Chair appointed to handle a complaint or incident must be unbiased and not in a conflict of interest situation

## SANCTIONS

18. Following the determination that the complaint or incident should be handled under Process #1, the Discipline Chair will review the submissions and may:

- a) Recommend mediation;
- b) Make a decision;
- c) Ask the Complainant and the Respondent for either written or oral submissions regarding the complaint or incident; or Convene the parties to a meeting, either in person or by way of video or teleconference in order to ask the parties questions

19. Thereafter, the Discipline Chair shall determine if a breach occurred and, if so, if one or more sanctions should be applied (see: Sanctions).

20. The Discipline Chair will inform the Parties of the decision, which will take effect immediately.

21. Records of all sanctions will be maintained by Softball Canada.

## Request for Reconsideration

22. The sanction may not be appealed until the completion of a request for reconsideration. However, the Respondent may contest the sanction by submitting a Request for Reconsideration within four (4) days of receiving the sanction. In the Request for Reconsideration, the Respondent must indicate:

- a) Why the sanction is inappropriate;
- b) Summary of evidence that the Respondent will provide to support the Respondent's position; and
- c) What penalty or sanction (if any) would be appropriate.

23. Upon receiving a Request for Reconsideration, the Discipline Chair may decide to accept or reject the Respondent's suggestion for an appropriate sanction.

24. Should the Discipline Chair accept the Respondent's suggestion for an appropriate sanction, that sanction will take effect immediately.

25. Should the Discipline Chair not accept the Respondent's suggestion for an appropriate sanction, the initial complaint or incident will be handled under Process #2 of this Policy.

Process #2: Handled by Case Manager

### Case Manager

26. Following the determination that the complaint or incident should be handled under Process #2, the Case Manager has a responsibility to:

- a) Determine whether the complaint is frivolous and/or within the jurisdiction of this Policy
- b) Propose the use of Softball Canada's Dispute Resolution Policy
- c) Appoint the Discipline Panel, if necessary
- d) Coordinate all administrative aspects and set timelines
- e) Provide administrative assistance and logistical support to the Discipline Panel as required
- f) Provide any other service or support that may be necessary to ensure a fair and timely proceeding

### Procedures

27. If the Case Manager determines the complaint is:

- a) Frivolous or outside the jurisdiction of this Policy, the complaint will be dismissed immediately
- b) Not frivolous and within the jurisdiction of this Policy, the Case Manager will notify the Parties that the complaint is accepted and of the applicable next steps

28. The Case Manager's decision to accept or dismiss the complaint may not be appealed.

29. The Case Manager will establish and adhere to timelines that ensure procedural fairness and that the matter is heard in a timely fashion.

30. After notifying the Parties that the complaint has been accepted, the Case Manager may propose using Softball Canada's Dispute Resolution Policy with the objective of resolving the dispute. If applicable, and if the dispute is not resolved, or if the parties refuse to use the Dispute Resolution Policy, the Case Manager will appoint a Discipline Panel, which shall consist of a single Arbitrator, to hear the complaint. In extraordinary circumstances, and at the discretion of the Case Manager, a Discipline Panel of three persons may be appointed to hear the complaint. In this event, the Case Manager will appoint one of the Discipline Panel's members to serve as the Chair.

31. The Case Manager, in cooperation with the Discipline Panel, will then decide the format under which the complaint will be heard. This decision may not be appealed. The format of the hearing may be an oral in-person hearing, an oral hearing by telephone or other communication medium, a hearing based on a review of documentary evidence submitted in advance of the hearing, or a combination of these methods. The hearing will be governed by the procedures that the Case Manager and the Discipline Panel deem appropriate in the circumstances, provided that:

- a) The Parties will be given appropriate notice of the day, time, and place of the hearing, in the case of an oral in-person hearing or an oral hearing by telephone or other communication medium
- b) Copies of any written documents which the parties wish to have the Discipline Panel consider will be provided to all Parties, through the Case Manager, in advance of the hearing
- c) The Parties may engage a representative, advisor, or legal counsel at their own expense
- d) The Discipline Panel may request that any other individual participate and give evidence at the hearing
- e) The Discipline Panel may allow as evidence at the hearing any oral evidence and document or thing relevant to the subject matter of the complaint, but may exclude such evidence that is unduly repetitious, and shall place such weight on the evidence as it deems appropriate
- f) The decision will be by a majority vote of the Discipline Panel

32. If the Respondent acknowledges the facts of the incident, the Respondent may waive the hearing, in which case the Discipline Panel will determine the appropriate sanction. The Discipline Panel may still hold a hearing for the purpose of determining an appropriate sanction.

33. The hearing will proceed in any event, even if a Party chooses not to participate in the hearing.

34. If a decision may affect another party to the extent that the other party would have recourse to a complaint or an appeal in their own right, that party will become a Party to the current complaint and will be bound by the decision.

35. In fulfilling its duties, the Discipline Panel may obtain independent advice.

### Decision

36. After hearing and/or reviewing the matter, the Discipline Panel will determine whether an infraction has occurred and, if so, the sanctions to be imposed. Within fourteen (14) days of the hearing's conclusion, the Discipline Panel's written decision, with reasons, will be distributed to all Parties, the Case Manager, and Softball Canada. In extraordinary circumstances, the Discipline Panel may first issue a verbal or summary decision soon after the hearing's conclusion, with the full written decision to be issued before the end of the fourteen (14) day period. The decision will be considered a matter of public record unless decided otherwise by the Discipline Panel.

### Sanctions

37. \*Prior to determining sanctions, the Discipline Chair or Discipline Panel, as applicable, will consider factors relevant to determining appropriate sanctions which include:

- a) The nature and duration of the Respondent's relationship with the Complainant, including whether there is a Power Imbalance;
- b) The Respondent's prior history and any pattern of inappropriate behaviour or Maltreatment;
- c) The ages of the individuals involved;
- d) Whether the Respondent poses an ongoing and/or potential threat to the safety of others;
- e) The Respondent's voluntary admission of the offense(s), acceptance of responsibility for the Maltreatment, and/or cooperation in the process of Softball Canada;
- f) Real or perceived impact of the incident on the Complainant, sport organization or the sporting community;
- g) Circumstances specific to the Respondent being sanctioned (e.g. lack of appropriate knowledge or training regarding the requirements in the Code of Conduct and Ethics; addiction; disability; illness);
- h) Whether, given the facts and circumstances that have been established, continued participation in the sport community is appropriate;
- i) A Respondent who is in a position of trust, intimate contact or high-impact decision-making may face more serious sanctions; and/or Other mitigating and aggravating circumstances

38. \*Any single factor, if severe enough, may be sufficient to justify the sanction(s) imposed. A combination of several factors may justify elevated or combined sanctions.

39. \*The Discipline Chair or Discipline Panel, as applicable, may apply the following disciplinary sanctions, singularly or in combination:

- a) **Verbal or Written Warning** - A verbal reprimand or an official, written notice and formal admonition that a Participant has violated the Code of Conduct and Ethics and that more severe sanctions will result should the Participant be involved in other violations
- b) **Education** - The requirement that a Participant undertake specified educational or similar remedial measures to address the violation(s) of the Code of Conduct and Ethics
- c) **Probation** - Should any further violations of the Code of Conduct and Ethics occur during the probationary period, will result in additional disciplinary measures, likely including a period of suspension or permanent ineligibility. This sanction can also include loss of privileges or other conditions, restrictions, or requirements for a specified period of time
- d) **Suspension** - Suspension, either for a set time or until further notice, from participation, in any capacity, in any program, practice, activity, event, or competition sponsored by, organized by, or under the auspices of Softball Canada. A suspended Participant is eligible to return to participation, but reinstatement may be subject to certain restrictions or contingent upon the Participant satisfying specific conditions noted at the time of suspension
- e) **Eligibility Restrictions** - Restrictions or prohibitions from some types of participation but allowing participation in other capacities under strict conditions
- f) **Permanent Ineligibility** - Permanent ineligibility to participate, in any sport, in any capacity, in any program, activity, event, or competition sponsored by, organized by, or under the auspices of Softball Canada and/or any sport organization subject to the UCCMS
- g) **Other Discretionary Sanctions** - Other sanctions may be imposed, including, but not limited to, other loss of privileges, no contact directives, a fine or a monetary payment to compensate for direct losses, or other restrictions or conditions as deemed necessary or appropriate

40. \*The Discipline Chair or Discipline Panel, as applicable, may apply the following presumptive sanctions which are presumed to be fair and appropriate for the listed Maltreatment:

- a) Sexual Maltreatment involving a Minor Complainant shall carry a presumptive sanction of permanent ineligibility;
- b) Sexual Maltreatment, Physical Maltreatment with contact, and Maltreatment related to interference or manipulation of process shall carry a presumptive sanction of either a period of suspension or eligibility restrictions.

c) While a Respondent has pending charges or dispositions in violation of the criminal law, the presumptive sanction shall be a period of suspension

41. A Participant's conviction for a Criminal Code offense shall carry a presumptive sanction of permanent ineligibility from participating with Softball Canada. Criminal Code offences may include, but are not limited to:

a) Sexual Maltreatment involving a Minor Complainant shall carry a presumptive sanction of permanent ineligibility;

b) Sexual Maltreatment, Physical Maltreatment with contact, and Maltreatment related to interference or manipulation of process shall carry a presumptive sanction of either a period of suspension or eligibility restrictions.

c) While a Respondent has pending charges or dispositions in violation of the criminal law, the presumptive sanction shall be a period of suspension

42. Unless the Discipline Panel decides otherwise, any disciplinary sanctions will begin immediately, notwithstanding an appeal. Failure to comply with a sanction as determined by the Discipline Panel will result in an automatic suspension until such time as compliance occurs.

43. Records of all decisions will be maintained by Softball Canada.

## Appeals

44. The decision of the Discipline Panel may be appealed in accordance with Softball Canada's Appeal Policy.

## SUSPENSION PENDING A HEARING

45. The Chief Executive Officer and President may, after consultation and at their sole discretion, determine that an alleged incident is of such seriousness as to warrant suspension of a Participant pending completion of a criminal process, the hearing, or a decision of the Discipline Panel. If the complaint is

against either the President or Chief Executive Officer, such decision shall be made by Discipline Panel, upon application by the Complainant.

## CONFIDENTIALITY

46. The discipline and complaints process is confidential and involves only the Parties, the Case Manager, the Discipline Panel, and any independent advisors to the Discipline Panel. Once initiated and until a decision is released, none of the Parties will disclose confidential information relating to the discipline or complaint to any person not involved in the proceedings.

## TIMELINES

47. If the circumstances of the complaint are such that adhering to the timelines outlined by this Policy will not allow a timely resolution to the complaint, the Discipline Panel may direct that these timelines be revised.

## RECORDS AND DISTRIBUTION OF DECISIONS

48. Other individuals or organizations, including but not limited to, national sport organizations, provincial sport organizations, sport clubs, etc., may be advised of any decisions rendered in accordance with this Policy.

49. \*Softball Canada recognizes that a publicly-available searchable database or registry of Respondents who have been sanctioned, or whose eligibility to participate in sport has in some way been restricted, may be maintained and may be subject to provisions in the UCCMS.

**DECLARATION REGARDING CONFLICT OF INTEREST**

**This declaration must be signed by anyone holding a Board of Director position, coach position, staff position or management position within Neepawa Baseball Softball Association.**

I have read the Neepawa Baseball Softball Association Conflict of Interest Policy, I agree to be bound by the obligations contained therein, and I commit to avoid any real or perceived conflict of interest. I also commit to disclosing the existence of any real or perceived conflict of interest to the Board of Directors, as soon as it is known to me. I declare the following interests which may represent a potential conflicting interest:

I also pledge to inform Neepawa Baseball Softball Association and the Board of Directors of any other member of Neepawa Baseball Softball Association who I feel is in a position of any real, perceived or potential conflict of interest.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name

Signature

Date

## POLICY 2 – PLAYERS PLAYING AT SPECIFIC AGE GROUPINGS

### Overview

Neepawa Baseball-Softball Association recognizes that all players at any age level will vary in ability and skill. The association also recognizes that it is important for players to play with others at their own respective age levels.

Players will register for the programs administered by the Neepawa Baseball-Softball Association at their own respective age and will only be rostered to play at their own respective age level throughout the baseball season.

### 1. Playing Down

Players making a request to play “down” may do so, however all requests must be made before the registration deadline and presented to the board in writing.

The board shall review all requests, and it is not required to approve any or all requests. Should the reasoning be medical, then a medical certificate must be presented.

Players requesting to play “down” must have their parents sign a waiver signifying they understand that their child may be ineligible for such competitions as provincials and other tournaments.

Decisions will be final and will be based on the best interest of the team(s), not the individual player(s).

### 2. Age Advance

Safety is our primary concern. Even if young players have the physical skills to play safely with older children, many lack the emotional or social maturity to do so successfully. We believe it is always desirable for young athletes to succeed to the best of their abilities, and that they are much more likely to do so playing with peers than with older athletes.

We recognize that there are circumstances where young athletes want to, and are ready to, move up to the next age level one year early. In such cases we will consider a request from players and parents to do so. These requests will be assessed on a case-by-case basis and only at younger age groups.

- Permission will not be granted if we believe that there may be a significantly greater risk of injury for the child playing with older players. Players hitting, throwing and defensive skills should have them able to succeed at the advanced group.
- Permission approval depends on the total number of registrants and potential team sizes for that age group. If adding “Age Advanced” players to the division is going to create issues with team sizes, the request will not be approved.
- Request will only be considered if the player:
  - Played the previous season at the age group they wish to be age advanced from, registered with Baseball Manitoba or Softball Manitoba. If they were not registered with NMBS the previous season, proof of registration may be required; and,

Is not more than one year younger than the minor (youngest) age category in the division to which advancement is requested.

3. Players may be “call-ups/AP” to a division one level higher than the respective division in which they are currently rostered but only if it does not interfere with their particular team’s schedule. This is at House League, and both Rep levels. The coaching staffs should receive the request first and then must give approval for the “call-up” to occur.

4. “Call-ups” should not be limited to one individual, but due consideration should be given to others on any respective team.

5. Where there are not enough players to field a team, the player may be granted a release to join another team.