

BASEBALL PEI POLICY

Human Resources Policy

1.1 Purpose

- Baseball PEI employs staff, as necessary, to manage the daily tasks required. Baseball PEI's Employees must sign and adhere to individual *Employment Agreements*. Except where otherwise noted, or where amended by the provisions of the *Employment Agreement*, this Policy and the *Employment Standards Act* will govern the terms and conditions of employment with Baseball PEI.

1.2 Legal Requirements

- Baseball PEI is subject to the statutory requirements of the *Employment Standards Act* and therefore will comply with its requirements in dealings with Employees.

1.3 Application of this Policy

- This Policy applies to Baseball PEI's Full-Time Employees, Part-Time Employees, and Term Employees.
- Baseball PEI may hire summer students, temporary, or casual employees. The terms and conditions of employment for such employees will be governed solely by their *Employment Agreement* and the *Employment Standards Act*.
- This Policy will not apply to independent contractors, private consultants, or interns/co-op placement students. These individuals are not considered employees of Baseball PEI staff. In all instances where these individuals are contracted by Baseball PEI, a written and signed *Contractor Agreement* will be prepared that outlines the duties, limitations, and payment schedule for the individual.

1.4 Employer-Employee Relationship

- Baseball PEI recognizes the critical importance of its Employees to achieving its strategic objectives. Accordingly, Baseball PEI provides its Employees with:
 - Meaningful work which provides opportunities for professional development and personal achievement
 - A safe, healthy, and rewarding work environment
 - An organizational culture that reinforces shared values and high professional standards, and encourages participation and teamwork
- Baseball PEI expects its Employees to:
 - Apply and adhere to Baseball PEI's policies and organizational values



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- Use their best efforts to advance the interests of Baseball PEI
- Perform their duties to the best of their abilities
- Seek a high level of performance results
- Act professionally in the discharge of their employment responsibilities
- Provide open and direct communication
- Ensure the integrity of their personal conduct
- Provide Baseball PEI with any changes to the Employee's name, address, phone number, and other personal information that Baseball PEI is required to maintain

1.5 Employment Agreement

- Employees will enter into an employment agreement with Baseball PEI.
- If the Employee continues to be employed by Baseball PEI after the expiration of his or her *Employment Agreement*, the Employee's immediate last *Employment Agreement* will remain in effect until an acceptable *Employment Agreement* has been signed by both the Employee and Baseball PEI.
- Where there is any inconsistency between the terms of the Employee's *Employment Agreement* and the terms of this Policy, the terms of the *Employment Agreement* will prevail.

1.6 Probationary Period

- New Employees will be subject to a six (6) month probationary period and may be terminated without notice or pay in lieu of notice unless otherwise stated in the Employee's *Employment Agreement*.
- The Employee's probationary period may be adjusted or extended, in writing, according to any absences by the Employee during the probationary period.
- The purpose of this probationary period is to provide an opportunity for both the Employee and Baseball PEI to evaluate their working relationship.
- An employee who transfers within Baseball PEI to a new position will have a probationary period of three months in the new position. During this probationary period, Baseball PEI may, at its sole discretion and for any reason, require the employee to return to his or her previous position without notice and without compensation.



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1.7 Attendance, Work Hours, and Supervision

- The President (or designate) will supervise the performance of the Executive Director and the Executive Director will supervise all other Employees on behalf of Baseball PEI's Board of Directors.
- Employees will work out of Baseball PEI's head office unless another arrangement has been agreed to by the Executive Director in writing. An Employee will not be paid a travel allowance or a moving allowance if the Employee is required to travel far distances to Baseball PEI's head office or if the Employee changes residence.
- Employees will work normal office hours, as determined by Baseball PEI's Board of Directors. The normal work week is 37.5 hours per week. Part-time or temporary Employees may work modified office hours, as determined by Baseball PEI's Executive Director. Due to the nature of Baseball PEI as primarily a volunteer-run organization, Employees' hours of work may be flexible to accommodate some evening or weekend work.
- If an Employee cannot be at work at the normal time, he or she will notify his or her supervisor the earliest opportunity with the reasons for, and expected duration of, the absence.
- Employees will attend all staff meetings, Board of Director meetings, and other meetings when requested to do by the Executive Director unless the Employee's absence has been approved by the Executive Director.

1.8 Job Responsibilities

- The primary duties and responsibilities of each Employee will be outlined in a written job description in the *Employment Agreement*. These duties may be revised from time to time at the discretion of the Board of Directors or Executive Director, to reflect changing priorities, workload, and personnel requirements.
- For all Employees, a base salary review will be done by the Board of Directors. The Board of Directors will review the inflation rate and from time to time adjust the salary range for each position.

1.9 Vacation and Holidays

- Vacation entitlements will accrue in accordance with the *Employment Standards Act* unless stated otherwise in the Employee's *Employment Agreement*.
- When a statutory holiday falls within an Employee's vacation, the Employee will be granted an additional day of vacation.
- All vacations will be approved in advance by the Executive Director. The Executive Director retains the right to determine the scheduling of vacations and to determine whether more than one week of vacation may be taken at



once. Vacation requests for one week or more will be submitted to the Executive Director, in writing, no later than three (3) weeks prior to the requested vacation date.

- For the Executive Director, all vacations will be approved in advance by the President (or Designate). The President retains the right to determine the scheduling of vacations and to determine whether more than one week of vacation may be taken at once. Vacation requests for one week or more will be submitted to the President, in writing, no later than three (3) weeks prior to the requested vacation date.
- Employees who have worked less than one full employment year will be entitled to vacation time on a pro-rated basis.
- Employees are entitled to the paid public holidays recognized by the *Employment Standards Act*.

1.10 Leave

- The following sections endeavour to incorporate current Provincial and Federal legislation. If any of the following sections do not comply with minimum legislative requirements, the minimum legislation shall be substituted instead.
- Paid sick leave is available to Full-Time and Part-Time Employees after their probationary period has been successfully completed. A daily absence due to illness should be reported to the supervisor by 8:45 am. All Full-Time and Part-Time Employees are entitled to fifteen (15) days fiscal sick leave. Full-Time and Part-Time Employees are not eligible to accumulate sick leave and must be legitimately ill before leave will be granted. Sick leave days will NOT be accumulated, carried over, or paid out upon termination.
- At the discretion of Baseball PEI, a doctor's letter may be required to substantiate the need for extended sick leave.
- Excessive absenteeism affects an Employee's ability to maintain quality/quantity standards of work. Baseball PEI reserves the right to deduct from the Employee's salary any sick leave taken in excess of fifteen (15) working days per fiscal year.
- Employees will periodically be required to schedule medical appointments. Employees are required to schedule appointments where possible which least effects the amount of lost time. Part-Time Employees are required, where possible, to schedule appointments outside of their scheduled hours of work.
- Full-time Employees may be entitled to up to three (3) days of paid leave for bereavement or compassionate purposes.
- Maternity leave and parental leave will be in accordance with the *Employment Standards Act*.
- Employees required to serve on a Jury or as a Crown Witness are entitled to leave with pay.



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- Leaves of absence must be approved in writing. Extending approved leaves of absence without notification to Baseball PEI may result in termination of the Employee.

1.11 Salary and Benefits

- The following sections endeavour to incorporate current benefits as offered by Baseball PEI's Insurance Plan (if any). If any of the following sections do not comply with the benefits as offered by Baseball PEI's Insurance Plan, the benefits offered by Baseball PEI's Insurance Plan shall be substituted instead.
- The salary of each Baseball PEI Employee will consist of a base salary and may include performance incentives.
 - Salary will be paid bi-weekly.
 - Salary shall be subject to benefit deductions, statutory deductions, and withholdings for Canadian Pension and Employment Insurance.
 - Payment will be made by direct payment to the employee's bank account. Payment covers the pay period up to and including payday.
 - Daily salary for Employees will be calculated by dividing the Employee's annual salary by the number of days worked per year (approximately 261 days). Hourly salary for Employees will be calculated by dividing the number of hours worked in a day.
- Starting salaries, salary increases, and performance incentives (if any) will be reviewed and approved by the Board of Directors. In carrying out this review, the Board of Directors will have regard to salaries paid by comparable organizations.
- Full-Time employees may receive RRSP contributions at a rate of 5% of their annual salary if agreed to by the Board of Directors and the Employee.
- Employees on pregnancy/parental leave may choose whether or not they want to maintain their benefits but, if they choose to do so, they must maintain all benefits for the full leave period. If an Employee chooses not to maintain coverage during their pregnancy/parental leave, Baseball PEI must receive such a request in writing.

1.12 Expense Compensation

- Employees will be compensated for any costs and expenses incurred while travelling on Baseball PEI business, or while performing duties in accordance with their job description, pursuant to terms outlined by their *Employment Agreement* and Baseball PEI's *Financial Policy*.



1.13 Other Employment

- Employees may accept outside employment provided the employment does not diminish the Employee's ability to perform work for Baseball PEI, the employment does not represent a conflict with Baseball PEI, and the Executive Director is notified in advance of the Employee's intention to accept outside employment and gives written approval.

1.14 Conduct and Discipline

- Employees will comply with this Policy, the terms of their *Employment Agreement*, and all other Baseball PEI policies relating to conduct including, but not limited to, Baseball PEI's *Confidentiality Policy*, *Conflict of Interest Policy*, *Privacy Policy*, *Social Media Use Policy*, and *Code of Conduct and Ethics*.
- Baseball PEI's Employees may be subject to disciplinary action should their conduct so warrant.
- Disciplinary action will be progressive and may include, but is not limited to:
 - Verbal reprimand - a verbal reprimand may be given by the supervisor in private for minor offences. Such a reprimand will not become a part of the Employee's file, and the matter will be closed when the constructive two-way discussion has been finalized.
 - Letter of reprimand - when a more serious infraction occurs, or repetitive behaviour, the supervisor will write a letter to the Employee stating the infraction and warning him or her against further misbehaviour. A copy of this letter will be kept in the Employee's personnel file.
 - Suspension – an Employee may be suspended (with or without pay) for a period of three (3) to ten (10) working days, depending on the seriousness of the offence. Normally, the Employee will be permitted to carry on his or her normal duties while the case is being investigated. But in some cases, it may be necessary to bar the person from the premises until the case has been investigated. In such an instance, the Employee will be notified in writing.
 - Dismissal - dismissal will be used only when all other corrective actions have failed or are not applicable.
- Unsatisfactory work performance or work-related behaviour is the failure or refusal to carry out job responsibilities, failure to follow Baseball PEI's rules or policies. The Board of Directors of Directors will inform Employees of acts or omissions which are symptomatic of unsatisfactory work performance or work-related behaviour and of the applicable discipline if either is not corrected.
- In a case of gross misconduct, immediate disciplinary action up to and including termination may be applied. During the investigation of alleged gross misconduct, an Employee may be placed on leave without pay.



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- Gross misconduct includes the following:
 - Theft or dishonesty
 - Gross insubordination
 - Wilful destruction of Baseball PEI property
 - Falsification of records
 - Acts of moral turpitude
 - Reporting for duty under the influence of intoxicants
 - Illegal use, manufacturing, possessing, distributing, purchasing and dispensing of controlled substances or alcohol
 - Disorderly conduct
 - Provoking a fight
 - Other similar acts involving intolerable behaviour by an employee
- When disciplining an Employee, Baseball PEI will consider the nature of the unsatisfactory work performance or work-related behaviour, the past record of the Employee and appropriate penalties. Therefore, as a general rule, disciplinary action for unsatisfactory work performance or work-related behaviour will begin with an oral or written warning and may be followed by additional written warnings. Written warnings will be presented to the Employee and will describe the unsatisfactory work performance or work-related behaviour and the necessary corrective action to be taken. If an Employee fails to attain a satisfactory level of work performance or work-related behaviour despite such warning, disciplinary action up to and including termination of employment may be implemented. Copies of all written warnings and other disciplinary actions will be placed in the Employee's personnel file.

1.15 Termination

- No notice, or pay in lieu of notice, is required by either Baseball PEI or the Employee to terminate the employment relationship during the first six (6) month probationary period for new Employees.
- Employees will provide notice of their intention to leave the employment of Baseball PEI in accordance with the *Employment Standards Act*.
- Baseball PEI may terminate the employment of any Employee for cause at any time, without notice or pay in lieu of notice, for any of the following reasons:
 - Wilful misconduct which is detrimental to Baseball PEI
 - Failure to adhere to policies of Baseball PEI
 - Gross failure to perform their employment duties



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- Theft and criminal behaviour
- Unauthorized release of confidential information
- Destruction of Baseball PEI's property
- Insubordination
- Recurring absence without notice
- Dishonesty
- Fighting or provoking a fight on Baseball PEI premises
- Actions that bring Baseball PEI into disrepute
- Working for another employer while on leave of absence without the written consent of Baseball PEI
- Possession, use, sale, purchase, or distribution on Baseball PEI's property of any illegal drugs or illegally possessed drugs
- Reporting to work after having ingested illegal drugs or illegally possessed drugs, in a condition that adversely affects the employee's ability to safely and effectively perform his or her job or which would imperil the safety of others
- Other reasons as determined by Baseball PEI's Board or outlined in the *Employment Agreement*
- Baseball PEI will provide Employees notice or pay in lieu of notice, of their intention to terminate the Employee's employment with Baseball PEI without cause in accordance with the *Employment Standards Act*, unless otherwise agreed in the Employee's *Employment Agreement*.
- The Board of Directors will have authority for the termination of all Employees.

1.16 Grievance Procedure

- An employee who is dissatisfied with any procedures or treatment should first take the matter up with his or her supervisor. If the matter is not resolved at this level, the employee may contact Baseball PEI's Board of Directors.
- Employees may not advocate personal issues with any individual member of the Board of Directors without the consent of the Executive Director; unless the personal issues are directly connected to the conduct or behaviour of the Executive Director.

