

**Policy No.:** ADMIN.02

**Section:** Your Government and People

**Policy Title:** Volunteer Management

**Adopted Date:** June 12, 2023

**By-law No.:** 2023-101

**Revision Date:**

### **1. Purpose**

The Municipality of Kincardine (“Municipality”) recognizes the positive impact that volunteers have on making our community a caring and inclusive place to live and work. Volunteers assist in providing strong, sustainable programming and supplement the services provided by the Municipality. The Municipality supports individuals who wish to achieve their goals and objectives through volunteer opportunities.

The Volunteer Management Policy provides the framework and standards for governing the program: the management of volunteers, the type of work assigned to volunteers, the quality of work expected and the responsibilities and rights of volunteers, as well as the responsibilities of the Municipality of Kincardine and staff involved in the volunteer program. The Municipality will take a graded approach based on the risk assessment of the event or volunteer opportunity. Some procedures outlined in this policy will not apply to all volunteer opportunities.

### **2. Scope**

This policy applies to individuals acting in a volunteer capacity who assist the Municipality, and its committees, boards, and agencies to deliver programs and services on a regular frequency. This policy also applies to employees of the Municipality who facilitate the volunteer program.

This policy does not apply to Informal Volunteers, Volunteer Firefighters, or Leaders-In-Training.

### **3. Definitions**

**Criminal Record Check** - shall mean a background search of criminal history conducted by the Ontario Provincial Police (OPP);

**Informal Volunteer** – shall mean members of the community who “pitch in” to help out the community on their own volition, without Municipal oversight. These volunteers are not monitored by an agency or governing body;

**Formal Volunteer** – shall mean members of the community who freely and willingly contribute time, energy and support by performing a defined task directly on behalf of the Municipality of Kincardine without compensation, or expectation of compensation on a consistent basis and are monitored by the Municipality;

**Screening** - shall mean the process of volunteers applying to and being selected by the Municipality;

**Supervisor** - shall mean a person, either a Municipal staff member or a volunteer, who oversees the management of volunteers and volunteer activities;

**Volunteer** - shall mean an individual or member of a group who freely and willingly contributes time, energy and support by performing a defined task directly on behalf of the Municipality of Kincardine without compensation, or expectation of compensation;

**Vulnerable Person** - shall mean a person who, because of their age, a disability, or other circumstances, whether temporary or permanent are (a) in a position of dependence on others or (b) are otherwise at a greater risk than the general population of being harmed by a person in a position of authority or trust;

**Vulnerable Sector Screening “VSS”** - shall mean the police-screening and background check of individuals who intend to work or volunteer with, or in proximity to, vulnerable people.

#### **4. Responsibility**

The Director or designate and the staff resource will be responsible for the oversight of the volunteer program pertaining to their specific department.

#### **5. Procedure/ Policy**

##### **5.1.Goals of the Volunteer Program**

The overall goals of the Volunteer Management Policy are to:

- Enrich and expand the services of the Municipality through the use of volunteers;
- Provide the opportunity for public participation;
- Create an environment where qualified volunteers can acquire new skills and further education through selection, training, and experiences;
- Create an environment where qualified volunteers can use their skills and experience to enhance programs and activities of the Municipality.

##### **5.2.Volunteer Application Process**

- a. Individuals who wish to volunteer within the Municipality are required to submit, at minimum the Volunteer Information Form (Schedule A to this Policy). Resumes and cover letters may accompany the Application as applicable.

### **5.3. Grounds for Dismissal**

- a. Efforts will be made to modify any behaviours of a Volunteer that are deemed to be detrimental to the Municipality, through discussion between Municipal staff and the volunteer in question.
- b. Depending on the severity of the misconduct, immediate dismissal of the volunteer may be necessary.

### **5.4. Responsibilities of the Municipality**

- a. Municipal staff requesting volunteers will develop volunteer role descriptions outlining scope of work, required training and resources for each volunteer position. Volunteer role descriptions will be reviewed and updated as required.
- b. The Municipality will provide notice of active volunteer opportunities through a combination of the following: posting on the Municipality's website, through the Municipality's various social media outlets, local newspapers, etc. If the originating department wished to advertise in a local paper, advertisement costs must be funded through that department's budget.
- c. Personal information collected by the Municipality with respect to volunteer involvement will only be used for administration and management of the volunteer program. A volunteer file will include, but may not be limited to, the following:
  - i. Volunteer Information Form (Schedule B, C or D);
  - ii. Conditions of Involvement;
  - iii. Criminal Record Check or VSS and Criminal Reference Check results (as applicable);
  - iv. Position task list (Schedule F);
  - v. Training and orientation documentation, including the Volunteer Agreement and Release, Waiver of Liability and Indemnity Statement of Confidentiality (Schedule E).

### **5.5. Rights and Responsibilities of Volunteers**

- a. Individuals who wish to volunteer within the Municipality are required to submit, at minimum the Volunteer Information Form. Resumes and cover letters may accompany the Form as applicable;
- b. Attend any necessary orientation or training session to complete their assignments;

- c. Appreciate the need to maintain a professional business atmosphere in the workplace and will respect the time pressures existing within the departments for which they perform duties. A regular and punctual work schedule will be maintained. Notice of inability to meet scheduled work commitments will be given, whenever possible, well in advance;
- d. Maintain confidentiality in areas of particular sensitivity;
- e. Each volunteer will be required to sign a Volunteer Agreement and Release and Waiver of Liability and Indemnity (Schedule E), if applicable.

### **5.6. Volunteer Screening**

Screening is an ongoing process designed to protect both participants and volunteers and will include the listed elements. The volunteer screening process would only apply to medium and high-risk identified opportunities.

- 1) Determining the Risk
- 2) Information Form
- 3) Assessment Process – based on level of risk
- 4) Reference Checks (if applicable for position)
- 5) Police Record Check/Vulnerable Sector Check (if applicable for position)
- 6) Participant follow-up/ongoing monitoring
- 7) Position design & description
- 8) Recruitment process
- 9) Orientation and training
- 10) Supervision feedback

### **5.7. Risk Assessment/Risk Management**

Each volunteer activity will be assigned a level of risk rating based on the following factors:

- The participant: elderly, young children, people with disabilities;
- The setting/environment: where is the activity taking place, what are the hazards, and what is the level of risk;
- The nature of the activity; what are the hazards;
- The level of supervision: direct, indirect, offsite supervision;
- The nature of the relationship between the volunteer and the participant.

If it is determined that the risk of providing an activity is too great and the consequences too serious, the Municipality has the option to eliminate the activity entirely, modify the activity to reduce the risk or mitigate the risk to the Municipality by having a third party assume part or all of the liability for a specific activity. Positions will be grouped according to their level of risk.

**Low risk:** Working in controlled setting with supervision. For example, the volunteer activity involves minimal or no contact with populations identified as vulnerable, including but not limited to, children, seniors, and individuals with disabilities.

**Medium risk:** Working in a controlled environment with some supervision. For example, the volunteer activity may involve work with populations identified as vulnerable, including but not limited, to children, seniors, and individuals with disabilities, but are not alone with them.

**High risk:** Working in an environment with little to no supervision. For example, the volunteer activity is likely to involve the volunteer being alone with populations identified as vulnerable, including but not limited, to children, seniors, and individuals with disabilities; personnel who are in a position to exert influence over participants in the program; personnel who are in a position of financial responsibility.

Screening standards are based on the risk factor (ex. For low-risk positions everyone should complete a Registration Form and periodically meet with their supervisor; for high-risk positions, all of the screening steps should be followed).

To reduce risk in specific positions, the following safeguards will be implemented:

- In medium to high-risk activities, volunteers will work in pairs;
- Where possible, an experienced person will work with a new volunteer.

Students fulfilling their requirements for community hours, or others assigned community service hours, are required to work under the direct supervision of a volunteer supervisor or Municipal staff person.

## **5.8. Volunteering as a Group, Business or Organization**

Groups, organizations, and businesses are welcome to volunteer with the Municipality. If the said group wishes to volunteer as a Formal Volunteer and on a repetitive occasion (more than once), then the group, organization or business will be subject to entering into a Memorandum of Understanding (MOU) with the Municipality of Kincardine.

### **5.8.1. Memorandum of Understanding**

The MOU will outline the terms and conditions of the agreement and will ensure that the group meets the sufficient insurance requirements as well as an outline of the duties of the group and duties of the Municipality.

MOU's are to be brought to Council for consideration and adoption by by-law.

## **5.9. Insurance Coverage**

During the volunteer term and in the performance of the volunteer activities, volunteers will have access to the insurance coverage outlined below. The below does not apply to Informal Volunteers.

#### General Liability Insurance

The Municipality's liability insurance protects both the Municipality and the volunteer against claims from third parties while the volunteer is performing volunteer activities. This does not cover loss of, or damage to, the volunteer's property. There is no cost to the volunteer for this liability insurance coverage.

#### Accidental Death and Dismemberment Insurance

The Municipality provides volunteers with insurance for accidental death or dismemberment, paralysis, accident disability and for medical and dental expenses. There is no group life insurance provided to volunteers.

The below insurance does not apply to volunteers.

#### Auto Liability Insurance

Volunteers are not authorized to use Municipally owned or Municipally leased vehicles. The Municipality does not provide auto liability coverage to any volunteer's personal vehicle driven on behalf of the Municipality during their volunteering duties.

#### Workers' Compensation

Workers' Safety Insurance Board (WSIB) does not provide coverage for volunteers. Any person incurring injury or illness while volunteering will not be covered by the Municipality's WSIB policy.

### **5.10. Immunity**

In addition, Section 448 of the Municipal Act, 2001, S.O. 2001, provides volunteers with certain immunities from liability. If the volunteer is participating in the delivery of municipal services under the supervision of a municipal employee, the section establishes a statutory bar to claims against the volunteer unless the volunteer is guilty of dishonesty, gross negligence or malicious or willful misconduct, or has libeled or slandered another party.

### **5.11. Recognition and Appreciation of Volunteers**

Departments are responsible for recognizing and showing their appreciation for their volunteers through a platform that they prefer and budget for.

## **6. Exclusions**

This policy does not apply to volunteer fire fighters, summer camp students/councillors, co-operative education students or approved work placements arranged with an educational institution.

During times of a declared emergency in accordance with the Municipality's Emergency Management Response Plan, this Volunteer Policy may be bypassed.

## **7. Related Policies**

- 7.1. Accessibility Standards for Customer Service
- 7.2. Workplace Violence Prevention Policy
- 7.3. Workplace Harassment Prevention Policy

## **8. Related Documents/Legislation**

Schedule A – Volunteer Form Tree – “What Forms Apply to Me?”

Schedule B – Volunteer Information Form – Low-Risk Opportunities (PDF Version)

Schedule C - Volunteer Information Form – Medium & High-Risk Opportunities (PDF Version)

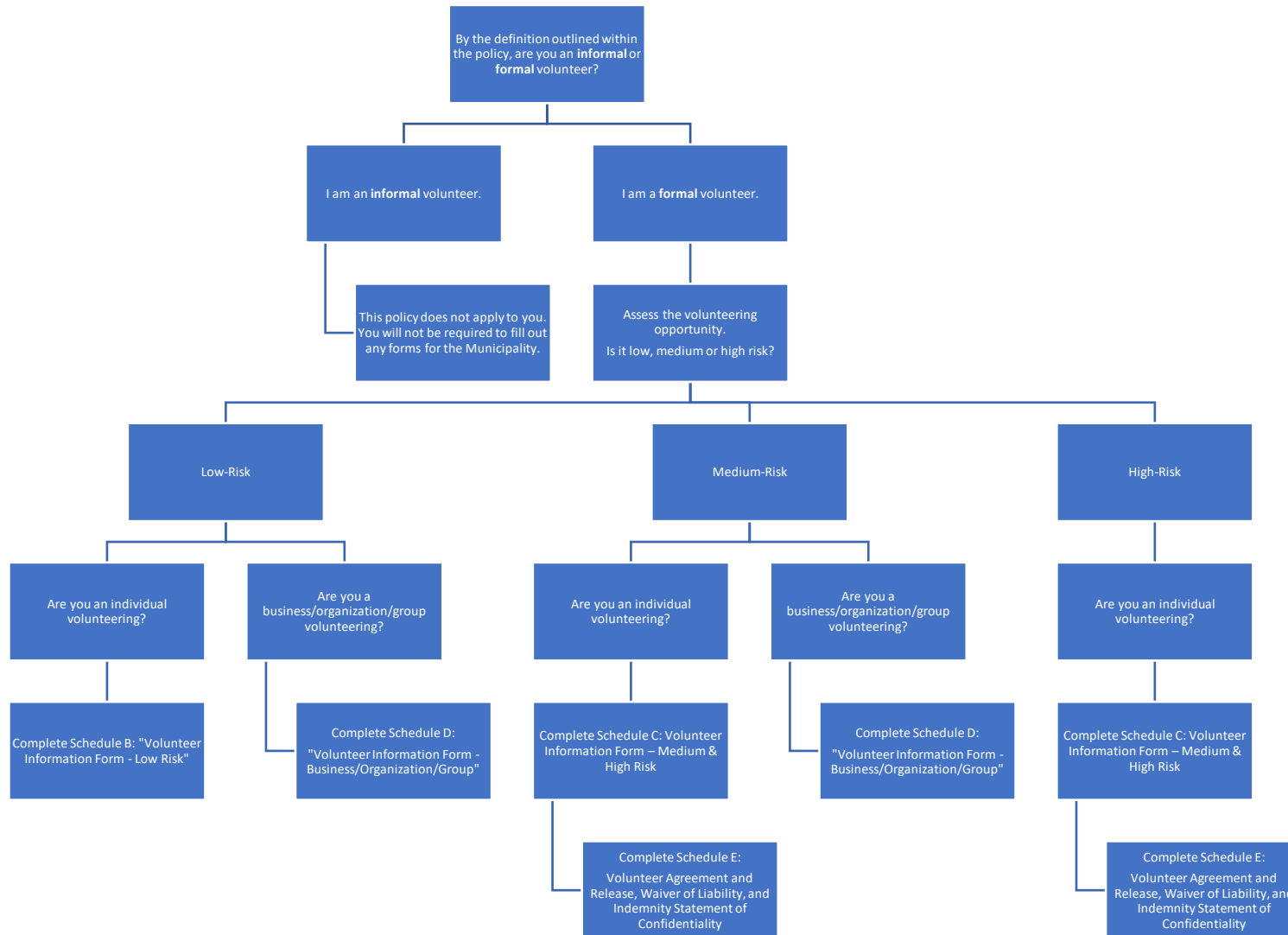
Schedule D – Volunteer Information Form – Business/Organization/Group (PDF Version)

Schedule E – Volunteer Agreement and Release, Waiver of Liability, and Indemnity Statement of Confidentiality

Schedule F – Volunteer Task List Template

Schedule G – Memorandum of Understanding Template

## Volunteer Form Tree – “What Forms Apply to Me?”





## Volunteer Information Form – Low-Risk Opportunities

Volunteer Opportunity: \_\_\_\_\_

### Contact Information/ Business & Organization Information

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Town/City: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Primary Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

I understand that this is an application for and not a commitment or promise of volunteer opportunity. I certify that I have and will provide information throughout the selection process, including on this application for a volunteer position and in interviews with Staff of the Municipality that is true, correct, and complete to the best of my knowledge. I understand that information contained on my application will be verified by the Municipality.

I consent to the Municipality completing a Criminal Record Check or Vulnerable Sector Screening and reference check.

#### General Liability Insurance

The Municipality's liability insurance protects both the Municipality and the volunteer against claims from third parties while the volunteer is performing volunteer activities. This does not cover loss of, or damage to, the volunteer's property. There is no cost to the volunteer for this liability insurance coverage.

#### Accidental Death and Dismemberment Insurance

The Municipality provides volunteers with insurance for accidental death or dismemberment, paralysis, accident disability and for medical and dental expenses. There is no group life insurance provided to volunteers.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

The Municipality of Kincardine is an equal opportunity employer committed to inclusive, barrier-free recruitment and selection processes and work environments in accordance with the Ontario Human Rights Code and the Accessibility for Ontarians with Disabilities

Act (AODA). If you require an accessibility accommodation throughout any stage of the recruitment process, please contact the Human Resources department at 519-396-3018 or [hr@kincardine.ca](mailto:hr@kincardine.ca) for assistance.

*Personal information contained on this form is collected pursuant to the Municipal Freedom of Information and Protection of Privacy Act and will be used for the purpose of responding to your request.*

## Volunteer Information Form – Medium & High-Risk Opportunities

Volunteer Opportunity: \_\_\_\_\_

### Contact Information/ Business & Organization Information

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Town/City: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Primary Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

### Emergency & Medical Contacts

#### Emergency Contact

Full Name: \_\_\_\_\_

Relationship to Applicant: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Secondary Telephone Number: \_\_\_\_\_

### Availability

Please check all that apply.

I am available:

Mornings (Mon.-Fri.) <input type="checkbox"/>	Weekends <input type="checkbox"/>	One Time Only <input type="checkbox"/>
Afternoons (Mon.-Fri.) <input type="checkbox"/>	Once a week <input type="checkbox"/>	As Needed <input type="checkbox"/>
Evenings (Mon.-Fri.) <input type="checkbox"/>	More than Once/Week <input type="checkbox"/>	Other <input type="checkbox"/>

### Limitations

Do you have any limitations to the type of volunteer activity that you could be involved in?

Yes       No

If yes, please explain in general terms: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Do you accept that we pass on your contact information to the Trails Working Group (If applying for Trail volunteer)?

Yes       No

I understand that this is an application for and not a commitment or promise of volunteer opportunity. I certify that I have and will provide information throughout the selection process, including on this application for a volunteer position and in interviews with Staff of the Municipality that is true, correct, and complete to the best of my knowledge. I understand that information contained on my application will be verified by the Municipality.

I consent to the Municipality completing a Criminal Record Check or Vulnerable Sector Screening and reference check.

General Liability Insurance

The Municipality's liability insurance protects both the Municipality and the volunteer against claims from third parties while the volunteer is performing volunteer activities. This does not cover loss of, or damage to, the volunteer's property. There is no cost to the volunteer for this liability insurance coverage.

Accidental Death and Dismemberment Insurance

The Municipality provides volunteers with insurance for accidental death or dismemberment, paralysis, accident disability and for medical and dental expenses. There is no group life insurance provided to volunteers.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

The Municipality of Kincardine is an equal opportunity employer committed to inclusive, barrier-free recruitment and selection processes and work environments in accordance with the Ontario Human Rights Code and the Accessibility for Ontarians with Disabilities Act (AODA). If you require an accessibility accommodation throughout any stage of the recruitment process, please contact the Human Resources department at 519-396-3018 or [hr@kincardine.ca](mailto:hr@kincardine.ca) for assistance.

*Personal information contained on this form is collected pursuant to the Municipal Freedom of Information and Protection of Privacy Act and will be used for the purpose of responding to your request.*

## Volunteer Information Form – Business/Organization/Group

Volunteer Opportunity: \_\_\_\_\_

### Business & Organization Information

Business/Organization Name: \_\_\_\_\_

Address: \_\_\_\_\_

Town/City: \_\_\_\_\_ Postal Code: \_\_\_\_\_

### Representative Contact Information

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Town/City: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Primary Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

### Volunteer Information

Approximately, how many volunteers from your business/organization/group will be involved in the volunteering opportunity?

\_\_\_\_\_

*Please note that it is responsibility of the representative to track and maintain a listing of volunteers, if applicable.*

## **Volunteer Agreement and Release, Waiver of Liability, and Indemnity Statement of Confidentiality**

I, \_\_\_\_\_ understand that I will be volunteering for the Corporation of the Municipality of Kincardine (“Municipality”) and that while volunteering, I will be under the direct supervision of a Municipal staff member.

As a volunteer, I fully understand and agree as follows:

### General:

1. That I will not receive any remuneration, salary, wages, payment or any employee benefits, or be covered by Workers’ Safety and Insurance Benefits.
2. That except as authorized, I will not use the Municipality’s facilities or equipment.

### Code of Ethics:

3. I will provide my time as a volunteer in the best interest of the Municipality of Kincardine.
4. I will conduct myself with honesty and integrity while serving the Municipality.
5. I will treat members of the public, staff and Council with respect.
6. I will comply with all written policies and guidelines provided relevant to the board or committee on which they serve.
7. I will ensure my position as a volunteer will not be used to grant special privileges to any person or group and avoid all other conflicts of interest which may arise from their position as a volunteer.
8. I will ensure my position as a volunteer will not be used for business or personal benefit or gain.
9. I will not discriminate against or harass a member of the board or committee, staff, Council or public because of (including but not limited to) race, ancestry, place of origin, ethnic origin, citizenship, creed, sex, sexual orientation, age, martial status, physical or mental disability or record of offences.
10. I will ensure that any personal use of social media regarding Municipal business is accurate and consistent with Municipal information and does not express a derogatory or discriminatory opinion of the Municipality, Municipal Staff or Council member. I will also disclose my affiliation with the Municipality and that views expressed in the posting are my own personal views and do not necessarily reflect

the views or opinions of the Municipality. I understand that the Municipality reserves the right to relieve me from my duties as a volunteer if this policy is violated.

Possibility of Injury:

11. I agree to indemnify and save harmless the Municipality of Kincardine from and against all loss, injury, costs or damages of any form, type howsoever caused of arising, including litigation expense, or legal fees that the Municipality may incur or be exposed to due to any claim made against the Municipality arising out of or carrying out the volunteer activities.

Confidentiality Agreement:

12. I agree that any written or oral information disclosed to me as “confidential” during my term will remain in the strictest confidence.

I have received a copy of the Municipality of Kincardine’s Volunteer Management Policy, and I confirm I understand and agree to adhere to the policy and the above statements, or as otherwise directed to me in writing by Council during my term.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Signature

To be signed by a parent/guardian if volunteer is under the age of 18.

\_\_\_\_\_  
Parent/Guardian Signature



## Volunteer Task List - Template

### Overview

Title –

Department Assisting – [Community Services or Strategic Initiatives]

### Duties

As a volunteer of the Municipality of Kincardine, common duties that are in relation to the [Position Name] position include:

- List duties here.....

### PPE Necessary/Required

As a volunteer of the Municipality of Kincardine, personal protective equipment (PPE) that is recommended to be worn includes, but is not limited to:

- List PPE here ...

## Memorandum of Understanding - Template

\*It is important to note that this template should be used as an example and may be changed to .....

### Memorandum of Understanding

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, in duplicate between:

The Corporation of the Municipality of Kincardine  
(referred to in this Agreement as "Municipality")

And

\_\_\_\_\_  
(referred to in this Agreement as "\_\_\_\_\_")

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the Municipality and \_\_\_\_\_:

WHEREAS \_\_\_\_\_

WHEREAS \_\_\_\_\_

AND WHEREAS this MOU will \_\_\_\_\_

NOW THEREFORE be it resolved that the above goals will be accomplished by undertaking the following activities and that the Municipality and the \_\_\_\_\_ agree as follows:

- 1) The SERVICE GROUP will, at its sole cost:
  - (a) List the services/duties that the service group will complete here.....
- 2) The Municipality will:
  - (a) List the duties/responsibilities of the Municipality here....

#### Duration:

This MOU is at-will and may be modified by mutual consent of authorized officials from the Municipality and the SERVICE GROUP. This MOU shall become effective upon signature by the authorized officials from the Municipality and the SERVICE GROUP and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from the Municipality and the SERVICE GROUP this MOU shall end on completion of project.

#### Insurance and Indemnification:

During this MOU, the \_\_\_\_\_ agrees to provide and maintain in full force and effect a minimum of

Further, the Parties hereby agree to indemnify and save harmless the other Party, its servants, agents and employees from and against all manner of rights, liabilities, claims, actions and demands whatsoever including all costs, charges and expenses reasonably incurred by the Party in connection therewith.

**Notice of Service:**

If any notice or other communication is required to be made under this Agreement, it may be delivered in person, by facsimile, by prepaid mail or e-mail as follows:

Notice to the Municipality:	Name, Role Municipality of Kincardine 1475 Concession 5, RR#5 Kincardine, ON N2Z 2X6 Email of employee
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Notice to the Group:	Name, Role Name of Group Address 1 Address 2 Email
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The Parties, intending to be legally bound, have executed this Agreement on the date first written above.

**THE CORPORATION OF THE MUNICIPALITY OF KINCARDINE**

\_\_\_\_\_  
Mayors Name, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
CAO's Name, Chief Administrative Officer

\_\_\_\_\_  
Date

**SERVICE GROUP/ASSOCIATION NAME**

\_\_\_\_\_  
NAME, Role

\_\_\_\_\_  
Date

I have the authority to bind the Association.