

Volunteering Terms & Conditions

Read Only Version – Standard Font

This document is for review of the terms and conditions only. You would have to submit a signed Volunteering Terms and Conditions Form 2754 during the onboarding stage of the recruitment process.

Collection of Personal Information: The personal information on this form is collected under the authority of Section 11 of the Municipal Act, 2001. The information will be used for determining your eligibility to volunteer with the City of Mississauga (“City”) and for administering and managing the City’s volunteer engagement function. The information may also be shared with organizations relevant to the position applied for. Questions about this collection can be directed to the Volunteer Coordinator, Standards and Training Unit, Community Services Department, 300 City Centre Drive, Mississauga, Ontario L5B 3C1. Email: city.volunteer@mississauga.ca.

In consideration for being permitted to participate as a volunteer of the City of Mississauga, I, the undersigned, understand and agree to the following:

1. Terms of Volunteering

- 1.1. **No Remuneration:** I will not be a City employee and will not receive any remuneration, salary, wage, payment or any employee benefit whatsoever, or be covered by Workers’ Safety and Insurance benefits.
- 1.2. **Assumption of Risk:** I agree to assume all risk of loss or injury to myself or damage to my property while on any of the premises of the City and elsewhere resulting directly or indirectly from my activities and performance as a volunteer.
- 1.3. **Waiver of Liability:** I, or any others who may claim on my behalf, waive my right to sue, and release and discharge the City (which includes its Mayor, Councillors, officers, employees, volunteers, successors and assigns) for any and all claims for personal injury and/or property damage that may arise from, or any loss, costs, damages or expenses that are in any way connected to, my participation as a volunteer for the City.

- 1.4. **Use of City Resources:** Except as authorized by City staff, I will not use the City’s facilities, equipment, stationery, web-based applications and digital software.

- 1.5. **Confidentiality, Privacy and Non-disclosure:** I understand that I may acquire, have access to or be exposed to the City’s confidential information. I agree that any such confidential information in my custody is adequately secured at all times and I shall not, at any time, disclose to anyone such confidential information, except as may be required or permitted by law, or at the request of the City, or under the written consent of the City, or as required by the City to perform the volunteer services. If I know any confidential information has gone astray, I will immediately inform the City so that a recovery plan can be implemented.

- 1.6. **Surrender of Creatives and Copyrights:** I agree that all material or work created by me, in the performance of my volunteer services, including

Volunteering Terms and Conditions

copyright therein, shall become the sole property of the City. I assign and transfer to the City all my rights, title and interest (including intellectual property rights) in all such material, and I waive any moral rights I may have with respect to such material in favour of the City and any of its assignees and licensees. I agree to grant permission in perpetuity to the City to make digital and print reproductions of the material or work in any size or quantity, and to include the material or work as a component of other works. I agree that the City may also reproduce, transmit, migrate, dispose and display the material or work (or part thereof) by any means, device or process for identification, research, education, exhibition, preservation, conservation and promotional purposes.

- 1.7. Consent to be Contacted by the City:** I hereby consent to receive communications from the City relating to the volunteer program, volunteer opportunities or other issues affecting the City. I understand I may at any time withdraw my consent; however, the withdrawal of consent will result in my withdrawal as a volunteer and termination of related communications.

1.8. Audio, Video and Photo Consent:

By giving consent to be audio and video recorded and photographed, I understand that I will be authorizing the City to use my name, take photographs (digital or hard copy), portraits or pictures, video recordings, audio recordings, video images and/or mp3 files (collectively called "Images and Recordings") of me or in which I am included and use such Images and Recordings for marketing, advertising, promotional, publicity and/or communication purposes, and without any payment or compensation to me of any kind.

By giving consent, I hereby agree to release and forever discharge, the City, its respective officers, elected officials, employees, representatives, successors and permitted assigns from all liability, whether direct or indirect, and hereby waive all claims, demands, expenses, actions and causes of action which

may arise from the publication, reproduction, distribution, modification, collection, disclosure or any other use of the Images and/or Recordings authorized to be collected pursuant to or on this form.

By giving consent, I agree to and accept the possibility of flaws, distortions and inaccuracies in the reproduction and/or alteration of the Images or Recordings of me, for whatever reason. I understand and agree that the City has no control over third parties' misuse of the Images and/or recordings displayed or showcased on the City's website and other publications.

I understand that this consent and release will be governed by the laws of the Province of Ontario.

2. Conditions of Volunteering

Prior to commencing a volunteer position at the City, I understand and agree to the following:

- 2.1. Record of Offences Declaration:** I will provide the City with a *Record of Offences Declaration*, if requested, at the time of recruitment and onboarding for a volunteer position.
- 2.2. Police Record Checks:** If I declare that I have a record of offence, I will contact the Volunteer Supervisor responsible for the volunteer position in which I am interested and provide them with a Police Record Check (PRC) when requested.

I understand that I may also be asked to provide a Vulnerable Sector Check (VSC) for sensitive volunteer positions.

Police Records Checks are to be obtained at my own expense.

- 2.3. Reference Checks:** I may be asked to provide letters of reference.
- 2.4. Commitment to Orientation and Training:** I will attend all necessary orientation, training

Volunteering Terms and Conditions

- and screening specific to my volunteer position at the City.
- 2.5. **Accessibility Standards:** I understand that I may have obligations in respect of the *Accessibility for Ontarians with Disabilities Act* (AODA).
- 2.6. **Applicable Age:** I understand that in order to volunteer in any City programs, I must be at least 14 years of age (except Youth Advisory Committee volunteers). However, the minimum age is 16 years in any City worksite that could be considered a factory under the *Occupational Health & Safety Act*.
- 2.7. **Applicable City Policies and Standards:** I am required to review and understand the full text of the City's policies and procedures, including:
- 2.7.1. **Respectful Workplace Policy (No. 01-03-04):** Volunteers acting on behalf of the City of Mississauga are entitled to, and are expected to contribute to, a Respectful Workplace. No form of discrimination, workplace harassment, workplace sexual harassment or bullying will be tolerated.
- 2.7.2. **Workplace Violence Policy (No. 01-07-01):** The City of Mississauga is committed to providing a safe workplace, free from actual, attempted or threatened violence. The City will not tolerate any acts of violence and will take all reasonable and practical measures to prevent violence in the workplace.
- 2.7.3. **City of Mississauga Health and Safety Management System (HSMS) - Occupational Health and Safety Policy (No. 01-07-15):** The City of Mississauga is committed to the provision of a safe and healthy work environment for its employees and volunteers through the implementation, maintenance and continuous improvement of its Health and Safety Management System. All volunteers are accountable for carrying out their roles as assigned by the HSMS standards and procedures.
- 2.7.4. **Standard of Behaviour Policy (No. 01-03-07):** Volunteers representing the City of Mississauga are expected to behave in a professional and responsible manner, both to members of the general public and to each other. If the volunteer's behaviour is prejudicial to the City's interest and/or if the behaviour impairs the volunteer's work performance, or impairs the trust and confidence that the City is entitled to expect in the volunteer and/or if the behaviour has negative consequences for the Corporation. Appropriate action, which may include disciplinary action and/or the imposition of an assessment period, will be taken to address unacceptable behaviour.
- 2.7.5. **Health & Safety at Work: Worker Health and Safety Awareness in 4 Steps by Ministry of Labour:** This workbook explains your rights and responsibilities on the job and tells you what Ontario's Occupational Health and Safety Act (OHSA) expects from the City, your supervisor and you, so that volunteers know and understand how to contribute to workplace safety.
- 2.7.6. **May I Help You? Understanding Accessible Customer Service:** The Accessibility for Ontarians with Disabilities Act, 2005 (AODA) was passed by the Ontario legislature with the goal of creating standards to improve accessibility across the province. One of the specific standards that has been developed is the Customer Service Standard. This Standard details specific requirements for all service providers.
- 2.7.7. **Breaking Down Barriers: Understanding Integrated Accessibility Standards Regulation (IASR):** The IASR establishes the compliance framework for obligated organizations and is based on the Ontario Human Rights Code (the Code). The Code provides for equal rights and opportunities, and freedom from discrimination and recognizes the dignity and worth of every person in Ontario.

Volunteering Terms and Conditions

- 2.7.8. **Access to Policies and Standards:** These policies and workbooks are available for volunteers to access through;
- a) <https://mississauga.ca/volunteer> ✓
 - b) extracts shared during the 'City of Mississauga Volunteer Orientation' (online or in-person as the case may be).