

TOWN OF WILBRAHAM, MASSACHUSETTS

Volunteer Policy

I. INTRODUCTION

The Town of Wilbraham welcomes and appreciates volunteer efforts to encourage public involvement in government affairs and providing quality services and programs to the residents of Wilbraham. Volunteers may serve in a variety of departments and capacities, and are encouraged to look for opportunities which will allow them to share their experience, skills and talents, while offering a meaningful and rewarding experience for the volunteer.

II. CONDITIONS FOR SERVING AS VOLUNTEER

1. A volunteer is defined as an individual who performs hours of service for the Town OF Wilbraham for civic reasons, without promise, expectation or receipt of compensation, benefits or privileges for services rendered. Examples of volunteer positions include but are not limited to, non-appointed members of committees, sport program coaches in the Recreation Department, trip chaperones and drivers in the Senior Center, program assistant's in the Library, videographers for Wilbraham Public Access Television, Vision Task Force volunteers, and those in unpaid internship programs.

2. Volunteers are not employees of the Town of Wilbraham, except for purposes of the Conflict of Interest Law under Massachusetts General Laws (MGL) Chapter 268A. (Volunteers performing services for a town or holding a municipal position, even though unpaid, is a municipal employee under the Conflict of Interest law.)

3. Volunteers are not covered by any of the Town of Wilbraham benefit plans, including its workers' compensation plan.

4. Volunteers are required to conduct themselves in an appropriate manner and in accordance with the Town's policies and regulations, and are subject to the following: Communications Policy, Drug Free Workplace Policy, Protected Class Harassment and Sexual Harassment, Smoke Free Workplace Policy, Whistleblower Policy and Disability Accommodation Policy. A copy of these policies will be provided to each volunteer and each volunteer will sign an acknowledgement of receipt.

5. All volunteers must be covered by their own medical insurance policy and provide evidence of such coverage to the Town.¹

6. Volunteers may be subject to a Criminal Offender Record Information (CORI) check where required by law. (This generally includes volunteers who have unmonitored access to children, the elderly or the disabled.)

¹ Volunteers shall sign a liability waiver form holding the Town harmless from liability arising out of their service to the Town. If Volunteer is under the age of 18, must be signed by a parent/legal guardian.

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7. Volunteers shall wear a Volunteer Name Tag whenever performing volunteer service, and are required to keep a record of the date, time and hours they spend as volunteers as prescribed by the department director, and shall work only at times scheduled by the department director.

8. Court Ordered Community Service may be allowed at the discretion of the Town. Only non-violent criminals and no sex-offenders are permitted to perform community service and their service is at the sole discretion of the department director and the Town Administrator.

9. Each volunteer must complete the "Volunteer Application Form," which will be maintained by the Town's Human Resources Coordinator. Volunteers will be interviewed by the department director who shall determine the qualifications of the applicant prior to being accepted for the volunteer position.

10. Any Volunteers whose service includes operating a Town vehicle of any kind during their volunteer service are required to possess and show proof of a valid, unrestricted operator's license, and shall be subject to the Town's Municipal Vehicle Use Policy. A copy of the policy will be provided to the volunteer and the volunteer will sign an acknowledgement of receipt. Volunteers whose services require them to utilize their personal vehicle should verify appropriate coverage with their personal insurance carrier. Volunteers under the age of 18 are not permitted to operate any vehicle of the Town in the performance of their volunteer services.

11. Volunteers under the age of 18 shall not operate any machinery or engage in any hazardous activity without the express prior written approval of the department director and the Town Administrator.

12. The Town Administrator may adopt protocols and guidelines to carry out this Policy.

APPROVED BY THE BOARD OF SELECTMEN ON JUNE 23, 2014



Robert W. Russell, Chairman

Town of Wilbraham

Volunteer Waiver, Release and Indemnification

Name of Volunteer (please print): _____

Address: _____ Phone: _____

Volunteer Activity: _____

Location of Volunteer Activity: _____

I, the undersigned volunteer, desire and agree to volunteer for the Town of Wilbraham ("Town") in the volunteer activity described above. I further understand and agree as follows:

1. I am donating my time and services without any compensation and shall at no time be considered an employee or independent contractor of the Town, and the Town will not provide insurance coverage for me;
2. I know of no reason, medical or otherwise, that would prevent me from performing the tasks required to participate in this volunteer activity;
3. Assumption of Risk. I assume all risks of participating in this volunteer activity and assume full responsibility for my conduct and actions, including any injury to myself or others or damage to property that may result while volunteering, and I understand that the Town is not responsible for conditions that I create myself or those created by other volunteers or participants;
4. Waiver and Release. I, understand and acknowledge that this waiver discharges the Town from any liability or claim that I may have against the Town with respect to bodily injury, personal injury, illness, death or property damage that may result from my participation in the volunteer activity. I hereby agree to release, hold harmless and indemnify the Town, its officers, employees, agents and volunteers, from and against any and all loss, damage, expense or cost (including attorneys fees) of any kind for injuries (including property damage, personal injury, disability and death) arising out of this volunteer activity, whether caused by the negligence of the Town or otherwise.
5. I certify that I have health insurance covering me from illness, injury or accident.

I (and parent/legal guardian if volunteer is under age 18) have carefully read this release and understand and agree with all of its terms and conditions.

Signature of Volunteer

Date

Signature of Parent/Legal Guardian
(if volunteer is under age 18)

Printed Name of Parent/Legal Guardian

Date