



Ve'ahavta

Ve'ahavta Release and Waiver Package

Table of Contents

Volunteer Agreement, Release and Waiver	2
Volunteer Conflict of Interest and Confidentiality Policy	3
Volunteer Customer Complaint Policy	4
Volunteer Anti-Discrimination and Harassment Policy.....	5
Volunteer Anti-Violence Policy	6
Volunteer Health and Safety Policy	7
Volunteer Substance Use (Drug and Alcohol) Policy.....	8
Volunteer Dismissal Policy	10
Signature Page and Media Release.....	11

Please read this Volunteer Agreement, Release and Waiver package carefully. This document has legal implications and outlines the expectations and standards of behavior set out by Ve'ahavta for all volunteers. You will sign off on all policies at the end of the package.

If you are signing on behalf of a minor, please ensure they have also read and understand the policies, as they will be expected to adhere to them while volunteering.



Ve'ahavta

Volunteer Agreement, Release and Waiver

For the sake of this document "client" is defined as any individual receiving services from Ve'ahavta, prior to, during, or after a Ve'ahavta program. "Supervisors" are any staff members who oversee volunteer roles, including program managers, outreach workers, case managers, and the volunteer staff team.

I understand and agree to the following:

1. As a volunteer, I will not receive any remuneration, salary, wage, payment or any employee benefit whatsoever, or be covered by Workers' Safety and Insurance benefits.
2. As consideration for being permitted to participate as a volunteer with Ve'ahavta, I hereby release and forever discharge and hold harmless Ve'ahavta and its employees, agents, assigns and board of directors from any and all manner of actions, rights, claims, claims over or third party actions or claims, issues, disputes, complaints, demands, grievances, proceedings, causes of actions, debts, remedies of any kind, or liability of whatever kind or nature, potential or actual, either in law or in equity, which may arise or be in any way connected to my participation, now or in the future, as a volunteer of Ve'ahavta (the "Release"). This Release applies to present and future injuries, known or unknown, and it binds my heirs, executors and administrators.
3. I acknowledge that the services that I will provide while volunteering with Ve'ahavta may include unforeseen activities that may result in risk, or present a safety issue to me, including but not limited to: client interactions; participating in activities out-of-doors, possibly during inclement weather; contact with substances resulting in allergic response; and accidents involving motor vehicles. Ve'ahavta staff will, without assuming responsibility, make reasonable efforts to ensure the safety and security of volunteers, including briefing volunteers on appropriate client interactions and instructing volunteers of role specific safety protocols. I will follow the instructions of Ve'ahavta staff at all times and I will not leave the volunteer site without notifying Ve'ahavta staff.
4. I assume all risk of loss or injury to me, including death. I also assume all risk for any damage to or theft of my property and personal belongings, including cellphones and other valuables. Ve'ahavta and its employees assume no such responsibility.
5. Further, in the event of any injury, illness, death, or damage to my property, Ve'ahavta does not assume responsibility for providing me with any financial or other assistance, including but not limited to medical, health or disability benefits or insurance.
6. I had the right to obtain independent legal advice, and either did so before executing this Agreement, Release and Waiver or chose to waive my right to independent legal advice.
7. The terms of this Release and Waiver shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.
8. There are age limitations on specific volunteer roles including but not limited to volunteering on the Mobile Jewish Response to homelessness outreach van, and these limitations are subject to change at the discretion of Ve'ahavta.



Volunteer Conflict of Interest and Confidentiality Policy

Confidentiality

All volunteers are required to maintain strict confidentiality. This means that volunteers cannot share any information regarding the details of any information they may become exposed to as a result of their volunteering unless specifically authorized to do so. In addition, volunteers cannot share the source of in-kind donations unless authorized to do so.

Personal information including phone numbers and address of staff and volunteers will not be shared without consent. Volunteers should not contact staff at a personal phone number.

Volunteers are required to respect the privacy and dignity of all clients. They will keep the locations and identities of all clients confidential and will not verbally pass personal judgment of a client's situation in their presence or discuss a client with any other client. Should this be unclear in any scenario please refer directly to the onsite Ve'ahavta staff.

Confidentiality of Volunteer Information

Volunteer information records are maintained for each volunteer at Ve'ahavta in a secure and centralized location. In order to maintain accurate and up-to-date personnel records, volunteers are responsible for notifying the organization of any changes in name, address, telephone number, emergency contacts, etc.

Upon joining Ve'ahavta you will be required to provide "emergency contact" information. This information is required in case of any form of emergency while you are volunteering.

We ask that you give one name, including a telephone number where the contact may be reached during your shift. It is your responsibility to ensure the information is correct and updated as required by informing management of any changes. Ve'ahavta recognizes its responsibility for safeguarding home addresses, telephone numbers and other information about its volunteers, including information contained in personnel files. Therefore, all such information is handled in confidence and in accordance with applicable privacy legislation.

Conflict of Interest

DEFINITION OF INTEREST

- **Acceptance of Favors:** A volunteer shall not demand, accept, agree to accept or offer, directly or indirectly, gifts, discounts, loans, services, or benefits from a client, other volunteers, or Ve'ahavta staff.
- **Financial Interests:** If a volunteer directly or indirectly owns, is beneficially entitled to or has an interest in any land, building, leases, mortgage, goods, services, or contract which is offered for option, sale, lease, or assignment to Ve'ahavta and/or persons receiving direct service from Ve'ahavta the volunteer shall disclose the situation to the Manager of Volunteer Programs.
- **Outside Activities:** Whenever a volunteer considers that they could be in a position of conflict with the interest of Ve'ahavta the volunteer shall disclose the situation to the Manager of Volunteer Programs.



Ve'ahavta

Volunteer Customer Complaint Policy

Ve'ahavta is committed to providing high quality and appropriate services for each customer seeking services. Ve'ahavta recognizes that customers have the right to the opportunity of voicing their complaints to the agency about their experience with Ve'ahavta services.

Customer:

The term customer encompasses program/services participants, applicants, volunteers, students, donors, community agencies and service partners.

Complaint:

A complaint is a formal expression of dissatisfaction or concern regarding services received. It should be expressed in writing.

As it relates to this policy, a service provision complaint can include issues related to program accessibility, quality, professionalism, communication, discrimination, privacy, facilities, staffing, customer service, safety, or other similar issues.

If volunteers wish to make a complaint they may do so by reaching out directly to the Manager of Volunteer Programs via email.

The onsite Manager of Volunteer Program will initiate verbal contact with the customer with best efforts within 2 business days of receiving the complaint and record the complaint in writing in more detail. During that conversation the Ve'ahavta staff will outline next steps.



Volunteer Anti-Discrimination and Harassment Policy

At Ve'ahavta everyone is entitled to be treated with respect and dignity. We therefore have zero tolerance for any discrimination or harassment.

What is discrimination?

Discrimination usually includes the following elements:

- not individually assessing the unique merits, capacities and circumstances of a person.
- instead, making stereotypical assumptions based on a person's presumed traits.
- having the impact of excluding persons, denying benefits or imposing burdens.

What is harassment?

Harassment is defined in subsection 10(1) of the Ontario Human Rights Code as engaging in a course of comment or conduct that is known or should be known to be unwelcome.

What do I do if I think I am being harassed or discriminated against?

If you think you are the target of harassment or discrimination, you have a variety of options:

1. Speak directly to the person whom you believe is engaging in discriminatory or harassment behavior. Tell them to stop.
2. Speak to a supervisor, or if more appropriate, with the Manager of Volunteer Programs. Ve'ahavta will ensure that your volunteer role is not threatened because of a complaint.

Reasonable action taken by the supervisor relating to the management and direction of volunteers or the volunteer site is not workplace harassment.

Examples of this include:

- scheduling volunteer shifts outside of regular business hours
- providing constructive feedback in a performance review
- outlining objectives and job standards
- enforcing disciplinary action based on adverse behavior

Should you wish to make a complaint not relating to harassment or discrimination please refer to the Customer Complaint Policy.

Ve'ahavta is committed to supporting volunteer opportunities for all, including people with disabilities; this includes people who use assistive devices, people who are accompanied by a support person or a service animal. Currently, not all volunteer roles, such as the Mobile Jewish Response to Homelessness outreach van volunteers, are accessible.

If you have questions as the accessibility of a role please contact the Manager of Volunteer Programs by calling 416-964-7698.



Ve'ahavta

Volunteer Anti-Violence Policy

Ve'ahavta aims to create a positive and safe environment. The safety of Ve'ahavta's employees, clients, volunteers and visitors is of critical important to Ve'ahavta.

Violations of this policy will lead to an immediate request to vacate the site, dismissal from your role as a Ve'ahavta volunteer, and may include criminal prosecution as appropriate.

Ve'ahavta prohibits behavior that will disrupt, interfere, or prevent normal program functions or activities; making physical or verbal threats; or endangering the health or safety of any individual.

Disruptive behaviors may include but are not limited to yelling, using profanity, waving arms or fists, verbally abusing others, and refusing reasonable requests to leave the site.

Threatening behavior includes physical actions short of actual contact or injury, general oral or written threats to people or property and implied threats. Violent behavior includes any physical assault, with or without weapons; behavior that can be interpreted as being potentially violent or specific threats to inflict physical harm.



Volunteer Health and Safety Policy

Ve'ahavta strives to provide all volunteers with a safe and healthy work environment.

The following sections represent best practices as determined by Ve'ahavta and are largely designed to provide guidance to designated Ve'ahavta representatives. However, it is understood that, where appropriate, these representatives may adopt modified procedures in response to any given circumstance.

Procedural Guidelines

All volunteers must be committed to health and safety. Each volunteer has the responsibility to follow safe work practices and procedures established by Ve'ahavta. Additional protocols may be required where vulnerable employees, clients or volunteers are present at a worksite.

In order to ensure a safe and healthy work environment, supervisors are to ensure:

- the working environment follows established safe work practices and procedures
- adequate training for specific work tasks is provided

Members of the Ve'ahavta Health and Safety Committee (HSC) perform an annual inspection of the volunteer site. Inspecting members report back to the committee within a reasonable length of time on sources of danger or hazards in the workplace using forms designed by the committee.

Program Managers are responsible for reviewing written recommendations from the HSC and updating the site appropriately.

Protocol Guidelines

In the case of injury Ve'ahavta staff will provide access to basic first aid materials and will call 911 as required by the scenario. Emergency contacts of the volunteer will then be notified of the incident and next steps as appropriate.



Volunteer Substance Use (Drug and Alcohol) Policy

Ve'ahavta places a high priority on ensuring the health and safety of employees, program participants and volunteers. We recognize that volunteers who are impaired by drugs or alcohol while performing work may endanger themselves and those around them.

Ve'ahavta's substance use policy is zero tolerance of impairment while volunteering, and volunteers must be aware that any violation may result in disciplinary action up to and including dismissal. The intent of this policy is to accomplish the health and safety goal in a manner that is fair, humane and consistent with Ve'ahavta's values and volunteer rights under anti-discrimination legislations.

Definitions

For the purposes of this Policy:

"Drugs" includes:

- Narcotics and illegal drugs;
- Marijuana whether used or obtained legally or illegally; and
- Legal prescription and over-the-counter medications and drugs that cause or have the potential to cause impairment and render an employee not fit for duty.

"Fit for duty" means a state of physical and mental capacity that allows an individual to perform their volunteer duties safely and effectively without impairment due to the use of alcohol, illegal drugs, legal medications, or other substances.

"On duty" includes reporting for and performing a volunteer role, including:

- Scheduled volunteering;
- Unscheduled volunteering;
- Volunteering in Ve'ahavta's facilities;
- Volunteering for Ve'ahavta off-site and away from organizational facilities, including but not limited to events, programs, break times, and driving or traveling to and from a volunteer role.

"Safety-sensitive job" means positions that have a direct and substantial impact on the health and safety of the employee, other workers, program participants, volunteers, visitors, the public, property and/or the environment, including but not limited to those involving driving, operation of equipment, and others as determined by Ve'ahavta.

"Substance use" means the use of alcohol, illegal drugs, legal marijuana and medications, and other substances that can impair a person's judgment, clarity and functioning and render them not fit for duty.

"Impairment" refers to a physical and mental state caused by the use of substances which may result in physical and behavioural changes, including:

- Impaired judgment, thinking, and decision making;
- Decreased motor coordination, reaction time, and sensory perception;
- Psychological or stress-related effects, such as mood swings or personality changes.



Ve'ahavta

All volunteers covered by this Policy are required to:

1. Come to volunteer fit for duty;
2. Volunteer safely in accordance with Section 28 of the OHS Act;
3. Refrain from illegal possession, purchasing, selling, distributing or engaging in any other conduct involving drugs while they are on duty;
4. Refrain from misusing or being impaired by prescription or non-prescription drugs, including legal marijuana, while they are on duty;
5. Notify their supervisor if they suspect that another volunteer or staff person is unfit for duty.

Legal Marijuana:

A. No Exemption for Impairment Due to Legal Marijuana Use

All volunteers must understand that marijuana can be an impairing drug and that coming to work impaired renders them unfit for duty in violation of this Policy. This is true regardless of whether their use of marijuana is legal under federal drug laws. Legal marijuana use is not a justification for being unfit for work.

B. Volunteer Duty to Notify

Volunteers must notify their supervisor if they are using medical marijuana or other legal prescription and non-prescription drugs that may cause impairment for the treatment of a medical condition. Off-duty and legal use of such drugs does not violate this Policy as long as volunteers are fit for duty at all times when they are on duty.

Disciplinary Investigations

Ve'ahavta may open a disciplinary investigation, either internally or through a third party, to check whether a volunteer is engaged in substance use or otherwise in violation of their fitness for duty obligations under this Policy in response to:

- Complaints or concerns by staff, volunteers, clients, etc.;
- Declining performance;
- Erratic or out of character behaviour;
- Involvement in safety incidents including near misses;
- Arrests for impaired driving, drug offences and similar violations; and
- Other indications that the employee has substance abuse issues or is otherwise not fit for duty.

Privacy

Ve'ahavta recognizes that substance use is a private matter and related information is protected under privacy laws and will be kept confidential and secure. Ve'ahavta will refrain from using or disclosing this information except as permitted or required by law.

Consequences of Violations

Violation of this Policy is grounds for discipline up to and including dismissal.

Volunteer Right to Accommodations

Ve'ahavta recognizes that drug and alcohol addiction is deemed a disability under the Ontario Human Rights Code. Accordingly, in administering the disciplinary and other provisions of this Policy, addictions and other substance use related to disabilities, such as use of medical marijuana or prescription drugs for chronic pain and debilitating conditions, will be treated as non-culpable violations and volunteers will be offered reasonable accommodations, as per their treating physician, and based on their individual circumstances and capabilities to the point of undue hardship for the organization.



Volunteer Dismissal Policy

Ve'ahavta aims to create a positive and safe environment for all individuals. The purpose of this policy is to ensure that dismissal of volunteers is fair, equitable and reasonable based on the process outlined in this policy and the expectations, responsibilities, and consequences of volunteer actions.

Volunteer Responsibilities

It is the responsibility of volunteers to understand their expectations of their role and be aware of the dismissal policy and process should the expectations not be met.

Staff Responsibilities

Supervisors will determine the responsibilities of each volunteer role – along with any expectations of the individual filling the role, boundaries, duties, and rules that are appropriate. Every supervisor will ensure volunteers are aware of their expectations and responsibilities, and all possible consequences for failing to meet these expectations, breaching a boundary, or inappropriate behaviour.

Procedures

1. Any instance of failure to meet the requirements of the role and/or misrepresent or contravene the volunteer policies will be documented in the volunteer's file by the staff involved. Each occurrence will be shared and followed up with the volunteer. A plan will be created to improve behaviour and ensure instances aren't repeated.
2. If such occurrences are repetitive or frequent, the volunteer will be given a warning in person and in writing. This warning will be recorded in the volunteer's file.
3. Volunteers will be given a set time period during which they should improve their behaviour. This time period will be noted in the written warning.
4. Volunteers may be dismissed if improvements are not made after two (2) warnings. Supervisors are responsible for determining whether improvements are sufficient.
5. Details of the dismissal will be recorded in the volunteer's file and may impact future opportunities to volunteer with the organization, based upon the severity of the incidents.
6. The volunteer will be supplied with a confirmation of their dismissal in the form of a Dismissal Letter, signed by their supervisor and the Manager of Volunteer Programs, if they are being asked to cease all volunteering with Ve'ahavta.

The following are grounds for immediate dismissal and may involve Toronto Police Services. *Should that be the case, the above procedures may not apply.*

- Illegal, violent, and/or unsafe acts
- Theft of property or misuse of funds, equipment, information or materials
- Being under the influence of alcohol or drugs while performing volunteer duties
- Any action or behaviour that causes harm to clients



Ve'ahavta

Signature Page

I acknowledge that I have read and understand all of the following Ve'ahavta policies:

- Volunteer Agreement, Release and Waiver
- Volunteer Dismissal Policy
- Volunteer Conflict of Interest and Confidentiality Policy
- Volunteer Customer Complaint Policy
- Volunteer Anti-Discrimination and Harassment Policy
- Volunteer Anti-Violence Policy
- Volunteer Health and Safety Policy
- Volunteer Substance Use (Drug and Alcohol Policy)

I agree to adhere to the above listed policies. I understand that if I violate the rules set forth by these policies, I may face disciplinary action up to and including dismissal from my volunteer role.

Volunteer's Full Name

Date

Volunteer Signature

Volunteers Under 18

If signing on behalf of a minor, please ensure the minor has also read and agreed to the above policies. Ensure you have filled out the above section, and then have the minor fill out and sign the section below. Both sections **must** be signed for these waivers to be valid for a minor.

Minor's name

Date

Minor's signature



RELEASE FORM FOR MEDIA RECORDING

I, the undersigned, do hereby consent and agree that **Ve'ahavta**, its employees, or agents have the right to take photographs, videotape, written testimonials, or digital recordings of me and to use these (or those provided to Ve'ahavta) in any and all media, now or hereafter known, and exclusively for the purpose of organizational marketing or promotion. I also agree to have my story told and used in marketing materials and other publications.

I further **consent that my full name** and identity may be revealed therein or by descriptive text or commentary. (Exceptions: If you give permission for the photograph to be used but only want to be identified with your first name, please check this box ☐. If you give permission for the photograph to be used but not your name, please check this box ☐).

I do hereby release to **Ve'ahavta**, its agents, and employees all rights to exhibit this work in print and electronic form publicly or privately and to market and sell copies. I waive any rights, claims, or interest I may have to control the use of my identity or likeness in whatever media used.

I understand that there will be no financial or other remuneration for recording me, either for initial or subsequent transmission or playback. I also understand that **Ve'ahavta** is not responsible for any expense or liability incurred as a result of my participation in this recording, including medical expenses due to any sickness or injury incurred as a result.

I represent that I am at least 18 years of age, have read and understand the foregoing statement, and am competent to execute this agreement. (If you are not 18 years of age, fill out the information below and please also have your guardian fill out their section.)

Subject Information

Name (Please print)	Phone
Email	
Address	
Signature	Date

(To be complete by Guardian if subject is under 18 years of age)

Name of Guardian	Relationship
Signature	Date

(For internal use only)

Event description	Date
Caption	Media File Name and Location
Description of Person/s photographed (for photo id purposes):	