



## TRHA Volunteer Operating Agreement

The Toronto Railway Historical Association owes its existence and its continuing operation to its volunteers. Happy and productive volunteers are essential to TRHA's success. To ensure that current and future volunteers are aware of the Association's volunteer policies, TRHA has developed two documents.

- The TRHA Volunteer Handbook provides new volunteers with a common understanding of the history and culture the Toronto Railway Historical Association and their roles in fulfilling Association's objectives.
- This document, the TRHA Volunteer Operating Agreement, describes the responsibilities of the volunteers and TRHA in more detail. It borrows heavily from TRHA's Management Operating Agreement which covers all paid staff at the Museum.

TRHA welcomes discussion and questions about its volunteer policies. These documents will be updated to reflect changes to the policies.

All volunteers must certify that they agree to the terms of the Volunteer Operating Agreement by providing the Museum Manager with a signed copy of the form.

1. This is a generic agreement applying to all TRHA volunteer positions. Specific volunteer positions (workshop, docent, administration, communications) may have additional agreements.
2. All volunteers are supervised. The supervisors may be members of the Museum staff or may be other volunteers who are responsible for the activities and projects that the volunteers are working on. (For example, the Museum Manager & Curator supervises the volunteer docents. The volunteer Chair of the Marketing Committee is the supervisor of the volunteers on the Marketing Committee.) Some volunteers will assist Museum staff in scheduling and training other volunteers.
3. Scheduled volunteer assignments (days(s) of week, daily schedule) will be agreed to jointly by the Volunteer and his/her supervisor.
4. Volunteers will advise the Museum 3 days in advance if they will not be able to perform their scheduled volunteer assignment.
5. Volunteers will read the background material provided to them by the Museum Manager or their volunteer supervisor.
6. TRHA has developed various operating Protocols to guide staff and volunteers in the performance of their duties. The Protocols are maintained by the Museum Manager in the TRHA Operating Handbook. Volunteers will be advised of the Protocols relevant to their respective tasks and must abide by the policies, standards, protocols and guidelines as described therein. Violations of this policy will not be tolerated.
  - In the unlikely case that the Museum Manager (or their delegate) and a volunteer disagree over the interpretation or applicability of any Protocol, policy or standard, the Museum Manager's interpretation will prevail. The Museum Manager may direct the volunteer to comply with the protocol and/or to leave the premises. After the fact, with the assistance of the Volunteer Coordinator, the volunteer may ask for a reconsideration of the Museum Manager's interpretation.
7. Volunteers will report all failures to operate per the Protocols or any and all other safety issues they observe to the Museum Manager or their volunteer supervisor.



8. Volunteers working in the Work Shop area must wear steel-toed safety boots. Volunteers will be entitled to annual reimbursement of up to \$60.00 for a pair of steel-toed boots. TRHA shall reimburse the Volunteer for such expenses once the Volunteer provides supporting receipts after working for 50 booked volunteer hours. (It is expected that only one reimbursement would be made per pair of boots.)
9. Lockers will be provided for storage of personal effects for volunteers working at the Museum. Volunteers will provide their own locks. TRHA will not be responsible in the event of damage to or the loss of such personal effects.
10. Volunteers will keep track of their Volunteer hours by signing in and out of the Volunteer Log Book. Volunteers working off-premises will keep track of their hours and report them periodically (upon request). Aggregated (anonymized) reports of volunteer hours will be used by the Museum in its dealings with prospective donors and other stakeholders.
11. The Museum maintains a database of Volunteers' personal contact information. The information is retained for the purpose of contacting volunteers in relation to their volunteer assignments and for contacting emergency contacts in cases of accidents
12. The Volunteer acknowledges that in the course of their volunteer assignments, they will have access to and be entrusted with confidential information and trade secrets of TRHA and its subsidiaries. The term "confidential information" includes all information of a confidential or proprietary nature that relates to the business of TRHA including, without limitation, trade or business secrets, formulae, designs and design methods, other methodologies, computer software programs and modifications and enhancements thereto, business plans and policies, sales and marketing information, training materials, business records, intellectual property, intellectual technology, and any other information not normally disclosed to the public. The Volunteer acknowledges that TRHA's confidential information is its exclusive property and that all such property is held by the Volunteer in trust. Except as their duties during their volunteer assignments with TRHA may require, the Volunteer shall keep secret and confidential and shall not make any copies of, and shall never disclose or use, either during or after their employment with TRHA, any confidential information of TRHA, except as required to fulfill their obligations to TRHA or as explicitly directed by law.
13. The Volunteer shall have all right, title and interest to any discovery, idea, invention, product, process, apparatus, improvement, method, design or other intellectual property right ("intellectual property") that the Volunteer, individually or jointly, may invent, discover, conceive or originate, during the volunteer work or assignment, relating in any way to TRHA's activities as a Not for Profit Corporation. The Volunteer agrees that TRHA shall have the use of intellectual property for the purpose of its activities as a railway museum at no cost to the TRHA. Except for this use TRHA claims no right whatsoever to the intellectual property.
14. TRHA is covered for Third Party liability risks by the City of Toronto Insurance Program. In addition, TRHA maintains a second layer of Excess Liability insurance paid for by the TRHA for Third Party liability which includes coverage regarding any negligence claim made against a volunteer. As WSIB coverage is not available for TRHA Volunteers the TRHA excess policy includes a provision for medical payments up to \$2,500.00 for any injury suffered by a volunteer while volunteering at TRHA.
15. Upon termination of the Volunteer's volunteer activities or at any time at the request of TRHA, the Volunteer shall at once deliver or cause to be delivered to TRHA their museum and other on-site building keys, documents and any copies thereof, effects, money, securities, or other



property belonging to TRHA or for which TRHA is liable to others, which are in the possession, charge, control, or custody of the Volunteer.

16. Recognizing the important contribution of Volunteers, the Museum will make use of photographs and other images of Volunteers at the Museum. The Museum reserves the right to use these images in its public and internal communications including but not limited to its website and social media activities.
17. Using computers owned by the TRHA for personal use is forbidden at all times unless explicitly authorized by the TRHA Operations Committee.
18. Volunteers will wear appropriate clothing while performing their volunteer duties, with appropriateness determined at the sole discretion of the volunteer’s supervisor.
19. The TRHA will not tolerate harassment by any employee, vendor, supplier, agent or customer. Any form of harassment related to an individual’s race, colour, sex, religion, national origin, sexual orientation, disability, gender, or any other category protected by law, is a violation of this policy and will not be tolerated. The term “harassment” includes but is not limited to: unwelcome sexual advances, requests for sexual favors, touching, or other verbal, graphic or physical conduct; or slurs, remarks, jokes or other verbal, graphic or physical conduct which causes discomfort. Incidents of harassment should be reported to the Museum Manager or Volunteer Coordinator. All reported incidents will be investigated and immediate action will be taken to ensure employees/volunteers are not subjected to any form of sexual or other harassment or intimidation. Violations of this policy will not be tolerated.
20. Volunteers may raise concerns about any issues which they do not feel comfortable discussing with Museum staff or other volunteers with either
  - Mike Bedford, Volunteer Coordinator (613-292-3125 or [volunteer@trha.ca](mailto:volunteer@trha.ca)) , or
  - Chantalle Chenier, Human Resources Director (705-818-1701 or [hr@trha.ca](mailto:hr@trha.ca) ).

These concerns will be treated confidentially and shared only with the specific permission of the person expressing the concern.

21. All policies are subject to change by the Operations Committee. Volunteers will be given two weeks’ notice of such changes.

I acknowledge that I have read the above and understand it. I agree to comply with the above during my volunteer engagement with the Toronto Railway Historical Association.

I also hereby confirm, represent and warrant that I have never been convicted of a violent crime, crimes involving child pornography, child abduction, kidnapping, rape or sexual offenses, any other violation of law involving minors, or theft, nor have I ever been ordered by a court to receive psychiatric or psychological treatment in connection therewith.

**Personal Contact Information**

- a) Name \_\_\_\_\_
- b) Mailing Address: \_\_\_\_\_
- c) City: \_\_\_\_\_ Prov: \_\_\_\_\_ Postal Code: \_\_\_\_\_
- d) Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ E-Mail: \_\_\_\_\_
- e) Birth Date if under 18 years old: \_\_\_\_\_  
*Month/Day/Year*

(Parent signature required below if volunteer is under 18 years old)

If an emergency arises, whom should we contact?



a) Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
b) Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

## TRHA VOLUNTEER RELEASE BARRING A CLAIM FOR DAMAGES IN THE EVENT OF ANY INJURY

**Please Read Carefully:** The volunteer, \_\_\_\_\_, acknowledges that the  
(please print name)

operations of the TRHA can present a danger and risk of injury. In consideration of the mutual promises made and other good and valuable consideration, the volunteer (the RELEASOR), which term includes servants, agents, employees, successors and assigns, hereby releases the Toronto Railway Historical Association, the Toronto Railway Museum, the City of Toronto, and their respective employees and volunteers, from any and all claims of any kind whatsoever, including, but not limited to, personal injury sustained as a result of the volunteer performing any work or other activity as a volunteer and which the RELEASOR now has or may in the future have by reason of any cause matter or thing whatsoever.

Signature of Volunteer: X

\_\_\_\_\_

Name of Guardian if under 18: (print)

\_\_\_\_\_

Signature of Guardian: X

\_\_\_\_\_

Date: \_\_\_\_\_  
*Month/Day/Year*