



Volunteer Guidelines



COUNCIL VOLUNTEERS, INSURANCE & OCCUPATIONAL HEALTH & SAFETY

GUIDELINES FOR VOLUNTEERS.

INTRODUCTION

The Waratah-Wynyard community and its visitors are fortunate to enjoy a lifestyle that is greatly enriched by the efforts and service of a large number of local volunteers.

The Council deeply appreciates the selfless commitment of its volunteers and recognises that it has a duty to protect them from risks of public liability exposure and personal accident as they undertake their volunteer activities.

This information package has been put together to outline the protection Council can give you, as a volunteer, in recognition of your services, and also the steps that you need to take to make sure you are adequately covered.

SUMMARY

As a Council Volunteer it is essential that you understand your roles and responsibilities and what Insurance covers the Council have in place to protect you in the unlikely event of a public liability claim being made or a personal accident occurring whilst working for Council as a Volunteer.

You will be advised of your Project Manager/Council contact. A copy of the list of tasks relating to the particular volunteer work you register for will be provided if you are not a member of a Special Committee of Council

Civic Mutual Plus (CMP), who are the company handling the Council's Public Liability Insurance, is of the view that a volunteer worker is really just an ordinary worker/agent of the employer, but carrying out their activity/function without any reward.

Most volunteers are easily identified with a specific task they are required to perform for Council, however, this is not always the case. It is not unusual for "volunteers" to be working on Council property, but under the direction/control of Community Groups (for example, service organisations). These workers are not covered under the terms and conditions of our CMP policy because they are performing work for and on behalf of their particular group, not the Council.

INSURANCE ISSUES FOR VOLUNTEERS

PUBLIC LIABILITY INSURANCE

Volunteer workers who are registered with the Council are covered within the terms and conditions of the Council's Public Liability Insurance policy for third party personal injury or damage to property caused by an occurrence in connection with the "Business of the Council".

(Under our public liability policy terms and conditions "Voluntary workers are covered whilst acting within the scope of their duties for and on behalf of the Council").

Our Public Liability Insurance does not cover volunteers whilst driving their own vehicles. Therefore, the Council strongly recommends that all volunteer workers using private vehicles be covered by their own comprehensive insurance policy.

Volunteers should note that the Council does not pay insurance costs for private vehicles. Council will not cover costs incurred by volunteers driving uninsured vehicles.

If volunteers wish to take helpers (eg friends or relatives) to assist with volunteer duties, these individuals must also be registered with the Council to be covered by our Public Liability and Personal Accident Insurance.

Volunteer parents who take children along whilst they, the parents, participate in volunteer work, must be prepared to do so at their own risk.

NOTE: Volunteers, who are members of any Special Committee of Council established by the Council under the Local Government Act, are automatically covered by our Public Liability Insurance Policy whilst acting within the scope of their duties for and on behalf of the Council. Council do however require them to fill in the Volunteer Registration form to be covered for personal accident as shown below.

PERSONAL ACCIDENT INSURANCE

Council has a Personal Accident Insurance policy, which covers "Voluntary Workers whilst travelling to and from and whilst engaged in duties and/or work activities of Special Committees in the Municipality or whilst engaged in projects of work activities in conjunction with the Municipality".

BENEFITS PAYABLE

VOLUNTEERS (AGE LIMIT 18-67 YEARS)	
Capital Benefits	\$100,000
Weekly Benefits Injury (limited 100% of pre disability earnings)	\$1500
Weekly Benefits Period	104 weeks
Elimination Period	7 Days

Endorsement Limit

Variation	Name of Endorsement	Amount
	Domestic Home Help – 9	\$250 per week
	Non Medicare Medical Expenses-11	\$1,000/\$10,000 aggregate
	Home Tutorial Benefit – 10	\$100 per week
	Out of Pocket – 13	\$100 per week

Aggregate Limits of Liability

- | | |
|---|-------------|
| (a) All claims (except those referred to under (b) below) | \$2,000,000 |
| (b) All claims relating directly to air travel in aircraft whose flights are not conducted in accordance with fixed schedules to and from fixed terminals over established routes | \$Nil |

Endorsements**SCOPE OF COVER – ACTIVITIES UNDERTAKEN AT THE DIRECTION OF THE INSURED (6)**

The Insurer will only pay compensation when any injury happens to an insured person whilst engaged in activities, including travel, undertaken at the direction of or on behalf of the insured including travel to and from place of work and residence.

DOMESTIC HOME HELP (9)

If an insured person not in receipt of pre-disability earnings suffers disablement in respect of which compensation would have been payable under Part 1 – Section B except that the insured person is not in receipt of any pre-disability earnings, we will pay the cost of hiring domestic help and child-minding services reasonably and necessarily incurred by the insured person,

PROVIDED THAT

- (a) the childminding services and domestic help are carried out by persons other than members of the insured person's family or other relatives or persons permanently living with the insured person; and
- (b) the childminding services and domestic help are certified by a duly qualified medical practitioner as being necessary for the recovery of the insured person; and
- (c) the insurer's liability for this additional benefit is limited to the amount shown in the Placing Schedule per week for an aggregate period not exceeding 52 weeks.

HOME TUTORIAL BENEFIT (10)

If, as a result of an injury in respect of which compensation would have been payable under Part 1 – Section B except that the insured person is not in receipt of any pre-disability earnings, an insured person who is a full time student or a non-income earner suffers a disability which prevents the insured person from attending, either fully or partially, his or her usual place of education, the insurer will reimburse the insured person for home tutorial expenses provided that a legally qualified medical practitioner certifies that the disability prevents the insured person from attending, either fully or partially, his or her usual place of education.

The compensation payable for this additional benefit is limited to the amount shown in the Placing Schedule per week for each week of disability for an aggregate period not exceeding 52 weeks for any one injury.

NON-MEDICARE MEDICAL EXPENSES (11)

The insurer will refund to any insured person not in receipt of pre disability earnings Non Medicare Medical Expenses attributable directly to the occurrence of a payable condition under Part 1, Section B – Weekly Benefits – injury.

“Non-Medicare Medical Expenses” means expenses that are not subject to any full or partial Medicare rebate nor recoverable by you or by the insured person from any other source and incurred within twelve (12) calendar months of the insured person sustaining injury and paid by the insured person or you on the insured person’s behalf for treatment, certified necessary by a legally qualified medical practitioner, to a registered private hospital, physiotherapist, chiropractor, osteopath, naturopath, masseur, dentist, orthodontist, nurse or similar provider of medical services excluding the cost of dental treatment unless such treatment is necessary incurred to sound and natural teeth, excluding dentures, and is caused by injury.

“Non-Medicare Medical Expenses” does not include any or part of any expenses for which a Medicare benefit is paid or is payable including the balance of monies due or payable by the insured person after deduction of any Medicare benefit or rebate from the actual expense incurred (commonly known as the “Medicare Gap”).

The insurer shall not be liable to make any refund in respect of:

1. any expense recoverable by you or by the insured person from any other insurance scheme or plan or from any other source except for the excess of the amount recoverable from the other insurance scheme, plan or source.
2. any expense which the insurer is prohibited from insuring by virtue of Section 67 of the National Health Act 1953 (as amended).
3. the first \$50 in respect of all expenses for any one injury.
4. more than 100 percent (%) of all expenses after deduction of the amount applicable in 3. above.

The maximum amount the insurer will pay in respect of the cover provided by this Endorsement is the amount shown in the Placing Schedule any one injury any one insured person and the amount shown in the Placing Schedule in the aggregate any one period of insurance.

OUT OF POCKET EXPENSES (13)

If as a result of any injury incurred by an insured person whilst actually engaged in voluntary work on your behalf, such insured person suffers a disability in respect of which compensation is payable under this Policy (or would have been payable except that the insured person is not in receipt of any pre-disability earnings) the insurer will pay out of pocket expenses reasonably and necessarily incurred as a direct result of that injury provided that:

- (a) the additional out of pocket expenses are not payable to any family members, relatives or any person permanently living with the voluntary worker; and
- (b) no other section of this policy provides cover for the out of pocket expenses.

The insured person must furnish receipts for out of pocket expenses payable under this endorsement.

The compensation payable for Out of Pocket Expenses shall be limited to the amount shown in the Placing Schedule per week per insured person payable for an aggregate period of 52 weeks.

VOLUNTEERS (AGE LIMIT 68-75 YEARS)	
Capital Benefit (<i>excluding permanent total disablement and excluding additional capital benefits - broken bones</i>)	\$100,000
Weekly Injury (limited to 100% of pre disability earnings)	\$500
Weekly Benefits Period	52 Weeks
Elimination Period	7 Days

VOLUNTEERS (AGE LIMIT 76-80 YEARS)	
Death Benefit Only	\$30,000

(It should be noted here that the policy holder is the Council, and any re-imbursments to Volunteers would be made where appropriate and on the approval of Council)

(Volunteer workers are not covered under any other insurance policy - for example, Worker's Compensation Insurance etc).

NOTIFICATION

Please contact the Project Manger immediately should -

- a. you suffer any injury
- b. any incident occurs in which injury or property damage is caused to other parties (Third Parties).

whilst you are working as a volunteer for Council.

RISK MANAGEMENT

It is essential that all Volunteers are aware of Council's Risk Management Processes and the Supervisor for your project has been provided with a copy of Council's Risk Register which is updated on an annual basis.

This Register covers all risks that have been identified in Council's operation and also includes a copy of The Risk Management policy and the Risk Management Strategy which has been adopted by Council.

A copy of the Policy and the Strategy, which identify all our stakeholders, including Volunteers, is provided to your Supervisor and you should make yourself aware of its contents.

OCCUPATIONAL HEALTH & SAFETY

Volunteers should also be made aware of Council's and Employee's Occupational Health and Safety Responsibilities.

To cover this aspect, a Copy of Council's "Workplace Health & Safety Manual" will be made available to each volunteer group and a copy of the Policy, together with Council's and Employee's responsibilities shown therein are listed below -



COUNCIL'S OCCUPATIONAL HEALTH AND SAFETY POLICY

- The health and safety of employees and customers which may be affected by work are primary considerations.
- All employees have a right to a safe and healthy workplace and Council has a legal requirement to provide such a workplace.
- Adequate training is provided to employees to ensure that they have the skills and knowledge to work safely.
- A thorough investigation of all accidents/incidents is conducted to identify causes and formulate actions to prevent a recurrence.
- Health and safety standards and practices are regularly reviewed and revised to reflect current legal requirements and Best Practices.
- Management, in consultation with employees, will develop and implement plans to minimise risks and losses.
- Risks and hazards are controlled according to the following methods:-

- Identifying potential risks and hazards;
- Elimination of the risks and hazards;
- Containment of the risks and hazards at their source;
- Engineering controls;
- Administrative controls;
- Use of personnel protective equipment
- Risks and hazards should be identified and eliminated where feasible.

COUNCIL'S OCCUPATIONAL HEALTH AND SAFETY RESPONSIBILITIES

- Provide a safe and healthy workplace
- Provide a safe system of work
- Provide safe plant and equipment
- Provide information on workplace health and safety issues
- Provide appropriate training and instruction
- Provide appropriate supervision
- Monitor health and work issues
- Keep all records required by legislation
- Provide facilities (including First Aid)
- Provide safe access to work
- Provide copies of the following legislation at a convenient reference centre:
 - ◆ Workplace Health and Safety Act 1995
 - ◆ Workplace Health and Safety Regulations 1998
 - ◆ Workers Rehabilitation and Compensation Act 1988

EMPLOYEES' OCCUPATIONAL HEALTH AND SAFETY RESPONSIBILITIES

- Take care for your own safety
- Take care for the safety of others
- Follow established safe work practices or safety rules
- Wear compulsory personal protective equipment
- Not to work under the influence of drugs or alcohol
- Familiarise yourself with your broad responsibilities under Workplace Health and Safety legislation.

PRIVACY POLICY

Council has recently adopted a Privacy Policy, which sets out Council's approach to managing, handling and protecting the personal information of Council customers.

Council is committed to upholding the right of privacy of all individuals who have business dealings with the Council. The Council will take the necessary steps to ensure that the personal information that customers share with us remains confidential.

You have an obligation as a Volunteer to uphold this Policy and ensure any personal information that comes to your notice in relation to a third party is kept strictly confidential.

REGISTRATION FORM

A "Council Volunteer Registration Form" will be provided by your Project Manager.

QUERIES

If you have any queries in relation to any of the information contained herein please call me on 64 438 317.

Bruce Corbett
RISK MANAGEMENT COORDINATOR.

22ND July 2010.