



Employee Use of County Equipment Policy

Vulcan County recognizes both the potential problems and benefits of County employees using County equipment.

To clarify Council's position, for all County employees, County employees shall use the following guidelines in regard to the utilization of County equipment.

1. Generally speaking, County equipment is not to be used during or after working hours by County Employees for personal use. If a personal emergency arises and County equipment could assist, then the use of equipment must be approved by the Chief Administrative Officer or Director of Operations, who will then develop a written report on the circumstances and submit it to the Chief Administrative Officer for review.
2. The exceptions to the general statement above are:
 - (a) When an employee may want to stay after the normal working day to practice using or learning how to use a particular piece of equipment. The conditions under which this is permissible are:
 - i) The equipment is not removed from County property
 - ii) Prior approval has been given by the Chief Administrative Officer or Director of Operations;
 - iii) In terms of the shops and mobile equipment, more than one person must be in attendance at all times, preferably, the employee's supervisor or another employee who is suitably qualified to use that piece of equipment. The Director of Operations must be advised of whom the second person will be.
 - (b) When a County employee from the repair shop wishes to work on his/her own private vehicle or any other privately owned non-commercial vehicle, he/she will be permitted to do so using their own equipment/tools. This approval would be conditional upon the following:
 - i) The registered owner of the vehicle must sign a liability waiver (attached);
 - ii) Prior approval has been given by the Chief Administrative Officer or the Director of Operations;

- iii) At least one other suitably qualified County employee will be with the employee at all times. The Director of Operations must be advised of who the second person will be.
 - (c) Car washing by County employees at the County shop will be permitted during non-work hours with prior approval from the Shop Foreman or Director of Operations.
- 3. County Vehicles:
 - (a) The use of County vehicles must be limited to County business except in the case of an emergency.
 - (b) Except in the case of a medical or other similar emergency, non-County employees shall only be transported in County vehicles when on or in connection with County related business.
 - (c) As of January 1, 2021, the positions listed below can choose to take their County vehicles home at night if they live in the county, in one of the urbans, or within 1.6 km of the county boundary. Employees will be responsible for paying any taxable benefit that may accrue from using County vehicles for personal use.
 - i) Director of Operations
 - ii) Director of Agriculture Services
 - iii) Director of Protective Services
 - iv) Shop Foreman
 - v) Road Construction Foreman
 - vi) Road Maintenance Foreman
 - vii) Community Peace Officers
 - (d) Any employee who has access to a County vehicle and is not listed in 3(c) who will be traveling away from the County Office when leaving his/her home first thing in the morning on County business is permitted to take the appropriate vehicle home the night before the day of travel but shall not use such vehicle for personal reasons of any kind other than transportation between the County Office and their home.
- 4. It is expressly prohibited for a non-County employed person to utilize any County-owned equipment, tools and/or vehicles at any time and under any circumstances whatsoever.



21-01-1

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

WARNING: BY SIGNING THIS DOCUMENT YOU MAY GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, CLAIM DAMAGES, OR SEEK COMPENSATION.

This document is to be signed by the registered owner of the vehicle in order to participate in the following:

REPAIRS TO: Vehicle type: _____ Registration number: _____

and related events and activities, including but not limited to vehicle repair and road testing (collectively referred to as the "Event").

I, (print name) _____ (the "Registered Owner of the Vehicle"), am 18 years of age or older, and I am aware that the Event involves inherent risks, dangers and hazards, involving all manner of injury or loss, including potentially serious or life-threatening injury and death, including, but not limited to:

- (a) the use of equipment, materials or facilities related to the Event;
(b) the actions or negligence of myself or other participants in of the Event;
(c) the actions or negligence of Vulcan County or its Council, Directors, Officers, Employees, Agents or Representatives of any kind (collectively referred to as the "Municipality"); and
(d) additional risks arising out of the Event and related events and activities.

I, the undersigned Registered Owner of the Vehicle, freely accept and assume all such risks, dangers and hazards and the possibility of injury, death, property damage, property loss or any other loss or expense resulting to myself.

I, the undersigned Registered Owner of the Vehicle, hereby agree as follows:

- (a) TO WAIVE ANY AND ALL CLAIMS of every nature and kind at law or equity or under any statute that I have or may have in the future against the Municipality;
(b) TO RELEASE THE MUNICIPALITY from any and all liability for injury, death, property damage, property loss or any other loss or expense that I may suffer or that my next of kin or legal representatives may suffer as a result of participation in or use of the Event, due to any cause whatsoever, including negligence on the part of the Municipality;
(c) TO HOLD HARMLESS AND INDEMNIFY THE MUNICIPALITY from any and all liability for injury, death, property damage, property loss or any other loss or expense to any party, including myself, as a result of participation in or use of the Event, or other financial loss or expense including, without restriction, legal expenses and costs on a solicitor-and-his-own-client full indemnity basis in defending against such claims or enforcing the terms contained within this document; and
(d) THAT THIS AGREEMENT WILL BE EFFECTIVE AND BINDING UPON myself, and my heirs, next of kin, executors, administrators and assigns.

I, the undersigned Participant, hereby acknowledge that I have read the foregoing, and have had the opportunity to ask questions and clarifications before signing. I acknowledge that I understand its content, import and meaning and hereby do agree, approve and consent to the above.

Date: _____

Owner Name (print): _____

Owner Signature: _____

Qualified County Employee Name (print): _____

Qualified County Employee Signature: _____

Director of Operations Signature: _____