Eastern Coromandel Community Services Volunteer Agreement

**BETWEEN Eastern Coromandel Community Services** as constituted under the Incorporated Societies Act 1908 (the Employer).

**AND** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the Volunteer)

**Eastern Coromandel Community Services** wishes to formalise this Volunteer Agreement on the following terms and conditions and as otherwise conferred or implied by relevant and applicable legislation.

This Agreement will be conditional on receipt of a clean police record and will commence on

date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**DEFINITION:**

“Employer” shall refer to the Eastern Coromandel Community Services Manager, or any nominated representative of the ECCS Trustees who may have authority over the engagement of the Volunteer.

The term Employer shall not be used in its strictest interpretation given that the Volunteer is not reimbursed or compensated for their engagement and service to the organisation and as such does not hold the usual rights of employment ordinarily aligned to an employee-employer relationship. Notwithstanding this definition the parties, agree to work together in a relationship of mutual trust and respect.

**BACKGROUND/ACKNOWLEDGEMENT**

(a) **Eastern Coromandel Community Services** has as its primary goal, the delivery of quality social services for the improvement of those residing within the Trust’sservice boundaries.

(b) The Employer and the Volunteer are committed to achieving the objectives referred to in this Agreement with a view to strengthening the framework of the Trustfor the future benefit of those living within the ECCS catchment area.

(c) The Trust is an equal opportunity employer.

# **POSITION AND RESPONSIBILITIES**

## The Employer confirms the Volunteer to the position of.............................

## The responsibilities of the position are set out in the attached Position Description which shall form part of this Agreement.

## The Volunteer shall be responsible to the Trust Manager and Board of Trustees and/or their nominated representative.

# **HOURS & LOCATION OF WORK**

## As and when available: when agreed upon by both parties.

# **GENERAL TERMS AND CONDITIONS**

## The terms and conditions contained herein shall override and supersede any prior agreements or contracts with the ECCS.

## The terms and conditions contained herein may be varied by written agreement between the parties

## The Volunteer recognises and acknowledges that they can hold no expectation for payment, or reimbursement in any other form, for the service they undertake for the employer (except the reimbursement of actual costs incurred in undertaking duties as may be agreed from time to time)

3.4 This agreement may be terminated in writing by either party. The clause does not restrict the Employer’s right to terminate the Volunteer without notice in the event of serious misconduct.

3.5 Eastern Coromandel Community Services has a smoke-free work environment. It is a condition of the Volunteer Agreement that this provision is accepted.

# **VOLUNTEER’S GOOD FAITH WARRANTIES AND UNDERTAKINGS**

## In recognition of the obligation of the parties to provide the highest possible standard of social service delivery within the service boundaries, the Volunteer undertakes:

### to carry out their responsibilities under this Agreement honestly, diligently and to the best of their abilities and in accordance with ECCS policies and procedures.

### to comply with all proper and lawful instructions and policies of the Employer and otherwise to conduct themselves in such a way as to promote the good name of the Employer and the Board in all dealings with all persons with whom the Volunteer comes into contact in the course of employment.

**Confidentiality**

### not to disclose to any person (other than a ECCS Staff member or Trustees of Eastern Coromandel Community Services) during the term of this agreement or after its termination, any confidential information obtained, or to use or attempt to use such information to the Volunteers own benefit or that of any other person or organisation unless necessary for the performance of the Volunteers’ responsibilities under this Agreement and/or where required by law.

In this clause “confidential information” means any information relating to the business or financial affairs of the Employer and/or clients of the Employer which has come to the knowledge of the Volunteer or which has been disclosed or might reasonably be understood to have been disclosed to the Volunteer in confidence and which is not already in the public domain or which is obvious or trivial.

 Information pertaining to any other employee of the company protected from disclosure under the Privacy Act 1993 shall also be included.

 In addition, the Volunteer undertakes not to use or attempt to use any confidential information in any manner which may injure or cause loss whether directly or indirectly to the Employer and/or the Trustees and/or clients of the Employer.

### not to make any statements or take any actions at any time which are intended or likely to adversely affect the operation or reputation of the Employer and/or its clients and/or the Trustees.

### on termination of this Agreement to deliver to the Employer any and all property of the Employer as well as all records and information specified in this Agreement as belonging to the Employer and/or the Board and/or its clients (including confidential information) which may be in the Volunteers’ possession or under the Volunteers’ control.

**Conduct**

The Volunteer shall be bound by and adhere to the ECCS Code of Conduct, as set out in its organisational manuals and all lawful and proper instructions given by or on behalf of the employer. If there is any conflict between any of the terms of this Agreement and any of the sources of authority, or between any of such sources, the following order of priority shall apply:

- Relevant Legislation

* The Trust’s manuals including all relevant policies and procedures
* The terms of this agreement
* Such instruction as may have been given.

**Misconduct**

The following are offences that constitute serious misconduct and may give rise to termination of the Volunteer’s Agreement:

* Unauthorised possession of property, money, information, or intellectual property belonging to or under the control of the employer.
* Possession or use of the property of other employees or customers without the owner’s permission.
* Disrupting the workplace by acts of undesirable behaviour and disrupting other employees from carrying out their duties.
* Any act or omission that, while not being serious misconduct, has a significant effect on the Volunteer’s ability to carry out their duties; and
* Any other act or omission that, while not specifically covered the foregoing classes of misconduct, is of a similar nature that impacts on the organisation’s ability to meet the needs of the people of the service boundary. This includes the ability to receiving funding for services.

# **HEALTH AND SAFETY**

## The Employer is responsible for providing a safe working environment in accordance with relevant statutory requirements and in particular the Health & Safety in Employment Act 2015, while volunteers are present within the ECCS Building.

## The Volunteer is responsible for working in a safe manner that does not endanger themselves or other employees or property of the Employer. The Volunteer is therefore required to follow all safety policy and procedural instructions issued by the Employer and agrees to give effect to and comply with the provisions of the Health and Safety and Employment Act 2015 and any law or regulation made pursuant to that Act and/or any applicable Code of Practice. Failure to comply with this obligation could result in the termination of this agreement.

## The Volunteer must comply with the requirements of the Smoke Free Environment Act 2014 accordingly smoking is only permitted in areas designated by the Employer.

# **DISCRIMINATION AND HARASSMENT**

## The parties to this Agreement acknowledge that discrimination and/or harassment against any trustee, volunteer and/or client of the Employer because of sex, race, health status or membership or non-membership of any legitimate organisation or association is entirely unacceptable, as well as being contrary to the Employment Agreements Act 1991, the Human Rights Act 1993 and all other relevant legislation.

## In recognition of the above acknowledgment any and all discrimination or harassment by the volunteer of any other employee(s), clients of the Employer or of anyone whilst working for the Employer, and vice versa, shall constitute serious misconduct which may result in termination of the Volunteer’s Agreement.

# **DRESS STANDARDS AND GENERAL CONDUCT**

## The Volunteer shall be well groomed, clean and tidy at all times and comply with the reasonable and proper directions which may be given from time to time as to the matter of dress.

## The Volunteer shall be punctual to attend to their duties as required by the Employer.

# **COMPLETE AGREEMENT**

## This Agreement together with any and all policies, procedures and rules as may from time to time be established by the Employer and communicated to the Volunteer shall constitute the full and entire agreement between the Employer and the Volunteer, and shall supersede all previous negotiations, communications and commitments whether written or oral with respect to the matters they contain.

## This Agreement, together with the documents annexed and any and all policies, procedures and rules of the Employer shall, except as required by law or as required for the proper interpretation of this Agreement, be treated by both parties as confidential and shall in no way be disclosed to the public or circulated to any person except with the prior written agreement of both parties.

# **APPLICABLE LAW**

## This Agreement shall be construed and take effect in accordance with the laws of New Zealand.

# **HEADINGS**

## The headings in this agreement are solely for convenience of reference and shall not affect its interpretation.

**I, .............................................................** declare that I have read and understood the conditions detailed in this Volunteers Agreement and in the attached documents, including the Position Description, and confirm that I accept them fully.

**Signed**

**…………………………………………….. …………………………………..**

*(The Volunteer) Date*

**Signed** on behalf of the Eastern Coromandel Community Services

**…………………………………………….. …………………………………..**

***(The ECCS Manager) Date***

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| **Policy Number** |  |
| **Date Approved:** | February 2018 |
| **Next Review:** | February 2020 |
| **Approved by**  | Chairperson  |
| **Signature**  |  |