

# VOLUNTEER CONTRACTS

Local people helping out for a few hours - why have contracts? The purpose of contracts is to protect both the volunteer and the organisation. It does not need to be lengthy or wordy, just state the expectations of both parties and the terms under which the volunteer is working.

The process has cleanness and clarity. When expectations are clearly worked out at the beginning and agreed to there is virtually never any mopping up to be done afterwards. There is no build-up of resentment. No one is heard saying 'But I though you meant this' or 'I had no idea you were expecting that of me'. One very important aspect of the contract is that the person commits herself for a definite length of time. Needless to say, there is sufficient flexibility for the contract to be dissolved if something unforeseen makes it no longer viable, but the normal procedure is for the worker to decide on a suitable duration of time. When that is completed they can either withdraw or renew the contract for another period. 'Letting go' is as much a part of the scheme as 'taking on'. It is very important this be done so that no one need feel trapped in any way. (Community - P O'Regan and T O'Conner)

## WHAT IS IN A CONTRACT

A contract is a formal agreement that acknowledges the benefits for, and obligations between, the worker and the employer. It lets people know where they are and what to expect, and it allows people to decide whether or not to accept the work. Volunteers, like paid workers, need an answer to these points.

## WHAT ARE IN THE VOLUNTEER'S CONTRACTS?

These will vary but in general the same as in a paid worker's contract, some common headings are:

- Parties to the contract: The name of the volunteer and the person(s) to whom they are responsible
- Period covered by the contract: Starting day and concluding day or day of renegotiation of the contract
- Position: Job title
- Duties: These should be listed if a job description does not exist
- Hours and days of work: Number of hours and which day(s)
- Benefits: This might include, where appropriate, remission of subscriptions, carparks etc.
- Expenses: What may be claimed, how much and to whom you should send claims. These may cover travel, postage, toll calls and other expenses previously agreed
- Leave: This may include how leave that is anticipated as well as how illness and other unanticipated leave can be dealt with. For example, whom do you notify? Who has responsibility for finding a replacement?

- Standards: This might include the agreement of the worker to accept and operate within the organisation's philosophy, code of ethics, code of practice. It would include confidentiality
- Supervision: This covers personal support
- Confidentiality and its importance
- Dispute and grievance procedures: How these will be managed and the steps involved
- Dated and signed

### **THE ORGANISATION AGREES:**

- To appoint a supervisor/manager responsible for selecting, appointing and supervising volunteers.
- To offer an orientation course as well as on-the-job training.
- To provide the same space, equipment, working conditions and privileges to volunteers as given to paid staff.
- To evaluate volunteer performance on a regular basis, keep an account of volunteer hours, and provide a letter of recommendation when required.
- To give volunteers an opportunity to meet regularly with agency administrators.

### **THE VOLUNTEER AGREES:**

- To accept the guidance and decisions of the supervisor/manager.
- To carry out duties promptly and reliably.
- To use space and equipment only for work assigned and at authorised times.
- To maintain the dignity and integrity of the organisation with the public and honour confidential information.
- To accept evaluation and notify the organisation preferably in writing, with appropriate notice, of extended leave or resignation.
- To understand the function of the paid staff, maintain a smooth working relationship with them and stay within the bounds of volunteer responsibility.

### **THE ORGANISATION'S COMMITMENT**

Each and every volunteer has the right:

- To be treated as a co-worker, and in a considerate manner.
- To a suitable assignment - with consideration for personal preference, temperament, life experience, education and employment background.
- To know as much about the society as possible - its policies, people and its programmes.

- To continuing education on the job - as a follow-up to initial training, information about new developments and training for greater responsibility.
- To sound guidance and direction - by someone who is experienced, patient, well informed, thoughtful and considerate.
- To be heard, to have a part in planning, to feel free to make suggestions and to have respect shown for honest opinion.
- To recognition - as a person who makes a valuable contribution to the care of our clients.
- To be accepted as a person who is freely giving time and expertise and be treated as such.

## **WHAT IS THE DIFFERENCE BETWEEN A VOLUNTEER CONTRACT AND A JOB DESCRIPTION?**

Sometimes they can be the one document, but ideally they are two separate documents.

A contract sets out the terms and conditions under which you work such as the term, the reimbursement of any expenses, how the contract will be terminated (e.g. in writing, one months notice etc), procedures if disputes arise.

Organisations will often have a collective contract for all their volunteers rather than do an individual contract for each volunteer. A collective contract cuts down the paperwork and is easier to manage because all volunteers have the same contract.

A job description lists the specifics of the task the volunteer is required to do. The job description should include:

- name of job
- primary objective of job
- list of tasks, each with its expected end result
- Estimated time involved
- Lines of responsibility.

It is against this job description and the tasks and results that performance appraisals are carried out.

## **WHY IT ALL THIS NECESSARY?**

We now seem to take everything so seriously that the concept of helping an organisation out for a few hours seems no longer possible. The contracting environment that community groups now operate in is competitive and fragile. The laws that we operate under are numerous and both the organisation and its staff, whether they be paid or volunteers must be protected. Some of these laws are:

- ACC

- Occupational Health and Safety
- The Employment Agreements Act
- The Privacy Act
- The Human Rights Act

By putting into place contracts and adequate policies organisations are managing risks and able to work in a proactive way instead of reactive crisis management. They will be invaluable at a time of conflict as they provide very clear boundaries and expectations against which conflict can be assessed.

## RECORD KEEPING

Once you have your contract and job description in place it is important to keep these in a safe place with a separate file for each person. Add to this the results of the performance appraisal, any discussions regarding performance you have with that person and other personal information you hold. It is important that this information is confidential and therefore should be kept with other staff records within your organisation. Volunteers as with paid staff are entitled to view this information on request.

## FURTHER READING

Managing your Voluntary Agency in New Zealand - NZFVWO  
Community - Give it a Go - Teresa O'Connor and Pauline O'Regan

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