

Animal Liberation Volunteer Agreement

Thank you for your generosity in offering to become a volunteer with Animal Liberation. Volunteers are crucial actors within the animal rights community and we believe their contribution is invaluable. Animal Liberation is a Not-For-Profit registered charity who relies on volunteers, members, donations and bequests to help us toward our mission - working toward the end of suffering of exploited and confined animals, through legislation, consumer advocacy, action and humane education.

The aim of this document is to outline the role of volunteering and establish a common understanding of the standards of behaviour expected of all volunteers (alongside members, employees, executives, and directors). It is important to note this document does not attempt to provide a detailed or exhaustive list of instances involved in a voluntary capacity. Instead, it contains a broad framework that will help guide expectations, conduct and behaviour in the performance of duties and interactions in the role.

We believe that each and every individual contributes directly to our growth and success, and we hope that you will enjoy being a member of our team.

Volunteering with Animal Liberation

When stepping into a volunteer role within Animal Liberation, clarification surrounding your participation plays an essential role in ensuring understanding concerning your involvement.

Volunteering means that if you accept the role, you perform all duties on a voluntary basis and you will not receive remuneration or payment for your work (excluding pre-approved agreement for reasonable reimbursement of expenses).

The Fair Work Ombudsman has identified the following characteristics of as a volunteering arrangement, based on its own review of case law in this area:

- a volunteer is someone who does work for the main purpose of benefiting someone else;
- the organisation and individual did not intend to create a legally binding employment relationship;
- a volunteer is under no obligation to attend the workplace or perform work and;
- a volunteer does not expect to be paid for their work

Neither Animal Liberation nor a volunteer intend any employment or contractual relationship to be created (i.e., you are not an employee, independent contractor or consultant at Animal Liberation). If this changes at any time, and there is a possibility that you might undertake paid work for the organisation or be involved in vocational training, a discussion will be arranged and documentation will

be produced of the arrangement in a formal employment contract, contract for services or other arrangement.

Expectations - Animal Liberation & Volunteers

When entering a volunteer role with Animal Liberation, we will endeavour to provide you with:

- an induction, orientation and/or any training necessary for the volunteer role
- a safe environment in which to perform your role
- respect for your privacy, including keeping your private information confidential
- a supervisor, so that you have the opportunity to ask questions and get feedback
- reimbursement for approved expenses

When entering a volunteer role with Animal Liberation, we ask our volunteers to:

- support Animal Liberation's aims and objectives
- participate in all relevant induction and training programs
- only undertake duties you are authorised to perform and always operate under the direction and supervision of nominated staff/supervisor and adhere to reasonable directions or instructions
- understand and comply with the organisation's policies and procedures
- notify your supervisor and/or the CEO of any health and safety issues or potentially hazardous situations that may pose a risk to you or others and report any accidents or incidents relating to staff, volunteers, or the workplace
- behave appropriately and courteously to all staff, clients and the public in the course of your role
- use any property or equipment loaned to you in your role safely and only for purpose of the role and return it to the organisation at the completion of your volunteer role
- comply with common law at all times
- be open and honest in your dealings with us and let us know if we can improve our volunteer program and the support that you receive
- notifying your supervisor if you are unable to attend / perform a designated role, and letting us know if you wish to change the nature of your contribution at any time

Confidentiality

1. Purpose: The purpose of this Agreement is to ensure that you will maintain the confidentiality of any information disclosed by Animal Liberation.
2. Definition of Confidential Information: "Confidential Information" means any and all information disclosed by Animal Liberation to you, including but not limited to, donor information, campaign information, and any other information that is not generally known to the public.

3. Obligations of the Recipient: You agree to maintain the confidentiality of the Confidential Information and to take all reasonable steps to ensure that such information is not disclosed, copied, or otherwise used for any purpose other than the purpose for which it was disclosed.
4. Representation: You agree that you will not do anything to suggest that you represent Animal Liberation.
5. Non-Disclosure: You agree that you will not disclose the Confidential Information to any third party without the express written consent of Animal Liberation, except as required by law.
6. Return of Confidential Information: Upon Animal Liberation's request or at the termination of this Agreement, you shall promptly return to Animal Liberation all Confidential Information and any copies thereof.
7. Term: This Agreement shall remain in effect until terminated by either party or as required by law.
8. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New South Wales and the Commonwealth of Australia.
9. Remedies: Animal Liberation may seek injunctive relief and any other legal remedies available to it to enforce the provisions of this Agreement.
10. Entire Agreement: This Agreement constitutes the entire agreement between Animal Liberation and yourself with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements or understandings, whether written or oral.
11. Execution: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Liability and Indemnity

A volunteer is protected if they carry out their role as an office holder of the community organisation. If the volunteer is not an office holder, they are protected if the community work undertaken is 'organised' by the community organisation. The protection does not extend to spontaneous acts of volunteers or activities the organisation has not authorised.

In NSW, the *Civil Liability Act 2002* sets out a special protection, which provides that volunteers are not personally liable for anything done (or not done) in good faith, while doing community work that is organised by a community organisation. If the *Civil Liability Act* does not apply, the volunteer may be personally liable for their actions (or failure to act).

A volunteer will not be protected from liability for criminal actions while volunteering (which are actions between a person and the state – and include traffic infringements as well as more serious crimes). For example, if a volunteer physically assaults someone while they are volunteering, this may result in criminal charges and possible criminal compensation. The *Civil Liability Act* won't protect the volunteer from criminal liability in this situation.

The volunteer protection provisions of the Civil Liability Act do not apply to unincorporated community groups. This means volunteers who are involved in an unincorporated community group will be liable for their own actions.

Work Health and Safety (WHS)

A volunteer who carries out work with Animal Liberation has duties under the *Work Health and Safety Act 2011* in relation to taking reasonable care for health and safety. These include:

- taking reasonable care for their own health and safety
- taking reasonable care for the health and safety of others
- complying with any reasonable instructions, policies and procedure given by their employer, business or controller of the workplace

It is important to note that these obligations apply not only to employees, but also volunteers, contractors, trainees and directors.

Behaviour: bullying, harassment and discrimination

Animal Liberation strives to provide a safe, inclusive and productive work environment. In learning the legislative framework regarding unacceptable behaviour, we require volunteers to align their practices accordingly.

Everyone has a role to play in the creation and maintenance of a positive, respectful environment - free of negative behaviours, with specific emphasis of those in contradiction of internal policy and state or federal legislation.

Bullying

Bullying laws exist at both a federal and state level. The NSW Work Health and Safety Laws and the *Fair Work Act 2009* (Cth) provisions relate to bullying behaviour.

Under the *Fair Work Act*, workplace bullying occurs when:

- an individual or group of individuals repeatedly behave(s) unreasonably towards a worker or a group of workers at work in a constitutionally-covered business, and;
- the behaviour creates a risk to health and safety

Bullying behaviours can take many different forms, from the obvious (direct) to the more subtle (indirect). The following are some examples of both direct and indirect bullying.

Direct bullying:

- abusive, insulting or offensive language or comments
- spreading misinformation or malicious rumours
- behaviour or language that frightens, humiliates, belittles or degrades, including over criticising, or criticism that is delivered with yelling or screaming
- displaying offensive material
- inappropriate comments about a person's appearance, lifestyle, their family or sexual preferences
- teasing or regularly making someone the brunt of pranks or practical jokes
- interfering with a person's personal property or work equipment, or
- harmful or offensive initiation practices

Indirect bullying:

- unreasonably overloading a person with work, or not providing enough work
- setting time frames that are difficult to achieve, or constantly changing them
- setting tasks that are unreasonably below, or above, a person's skill level
- deliberately excluding or isolating a person from normal work activities
- withholding information that is necessary for effective work performance
- deliberately denying access to resources or benefits / entitlements
- deliberately changing work arrangements, such as rosters and leave, to inconvenience a particular worker or workers

The above examples do not represent a complete list of bullying behaviours. They are indicative of the type of behaviours which may constitute bullying and therefore unacceptable to Animal Liberation.

Sexual Harassment

Sexual harassment laws exist at both a state and federal level and apply to your organisation's volunteers. The laws relating to sexual harassment that apply in NSW are contained in the *Anti-Discrimination Act 1977* and *Sex Discrimination Act 1984* (Cth).

NSW's sexual harassment laws apply to all volunteers in the same way as they apply to employees, which means:

- volunteers in NSW organisations have the same legal rights and protections against sexual harassment as paid staff
- sexual harassment of volunteers, while they are doing their volunteer work, is unlawful, and
- volunteers must not sexually harass others in the workplace (including staff, volunteers, clients, and members of the public), and
- organisations could be liable (legally responsible) for any harm, injury or loss as a result of the actions of their volunteers (this liability can be avoided if the organisation takes all reasonable steps to prevent sexual harassment), and
- organisations have a positive duty to eliminate sexual harassment from the workplace

The NSW Anti-Discrimination Board (ADB), which administers the anti-discrimination laws and handles complaints under the *Anti-Discrimination Act 1977*, provides the following examples of behaviour that may constitute sexual harassment (provided it is unwelcome):

- staring or leering in a sexual manner
- unwelcome wolf-whistling
- comments about a person's physical appearance or sexual characteristics
- sexual or physical contact, such as slapping, kissing, touching, hugging or massaging
- displaying or circulating sexual material, for example on a noticeboard or by email
- repeated sexual invitations when the person has refused similar invitations before
- initiation ceremonies involving unwelcome sexually related behaviour
- intrusive questions about sexual activity, and
- sexual assault (also a crime under the *Crimes Act 1900*).

The above examples do not represent a complete list of sexual harassment behaviours. They are indicative of the type of behaviours which may constitute sexual harassment and therefore unacceptable to Animal Liberation.

Discrimination

Anti-discrimination laws are found in a range of Acts that set out protected attributes such as age, race, disability and sex. In New South Wales, further laws are contained in the *Anti-Discrimination Act 1977*. In this guide, we will refer to all of these laws collectively as 'anti-discrimination laws'.

Under anti-discrimination laws, discrimination occurs when an act or omission:

- is based on a 'personal attribute' which is protected by the law
- happens in an 'area of public life' which is protected by the law
- results in a person being treated unfavourably, and
- an exception does not apply

Discrimination can be **direct** (treating a person with a particular attribute unfavourably because of that attribute), or **indirect** (imposing a condition on a person with an attribute where it is not possible for the person to comply with the condition because of their).

Direct discrimination refers to treating a workplace participant (or prospective staff member) less favourably than another because of a reason or ground which is prohibited by law.

The prohibited grounds of discrimination are set out in Federal and State laws and include: Race, Sex (Gender), Pregnancy (including potential pregnancy), Carers' responsibilities, family responsibilities, carer or parental status, Disability (perceived, actual, physical or mental), Religious belief, affiliation or conviction, Marital status, Homosexuality, transexuality, sexual preference/orientation, lawful sexual activity, gender identity, Industrial/Trade Union, membership, non-membership or activity, HIV/AIDS, Age, Political belief, opinion, affiliation, conviction, defence service.

Indirect discrimination may occur when an employer imposes a policy, requirement, condition or work practice, which applies to everyone equally but in fact operates to disadvantage a particular group or an individual.

The above examples do not represent a complete list of discriminatory behaviours. They are indicative of the type of behaviours which may constitute discriminatory behaviours and therefore unacceptable to Animal Liberation.

Expenses and benefits

Although we aim to ensure our volunteers are not financially disadvantaged as a result of their volunteering with us, not all expenses can be permitted due to our charity's significant budget constraints. Due to this reason, expenses work on a case-by-case basis.

We may sometimes provide volunteers with other benefits as part of the role (examples include training, free food, accommodation, event entry, clothing, or equipment). Where this occurs, it is on a gratuitous basis at the discretion of Animal Liberation. This is not a payment in lieu of salary.

As a volunteer, Animal Liberation will provide you with financial reimbursement for pre-approved expenses.

For any foreseeable expenses, volunteers must seek prior approval from their supervisor / the Animal Liberation CEO. For any unforeseeable expenses (without approval), volunteers are to discuss them with their supervisor / the CEO of Animal Liberation.

Important note:

- Payments of financial reimbursement are not remuneration or wages

- You will always be required to produce receipts for the organisation's financial records and auditing purposes

Supervisor / Contact Officer

Your contact person at Animal Liberation will be established during your first meeting.

If you have any questions or concerns about your role, your health and safety, grievances, or if there is any assistance you need to help you undertake your role, please contact our office as soon as possible.

Alternatively, you may also contact Lynda Stoner (CEO, Animal Liberation):

Lynda Stoner

e: sydney@animal-lib.org.au

p: (02) 9262 3221

Intellectual Property

All volunteers at Animal Liberation agree to transfer all intellectual property rights and interests (including copyright) in any ideas or materials they create relating to their provision of voluntary services. When volunteering, you are taken to consent to the use by (insert organisation's name) of such creations in a manner reasonably contemplated by the voluntary services provided under this document. As a volunteer you are taken to consent to the use by Animal Liberation of such creations in a manner reasonably contemplated by the voluntary services.

Please sign to acknowledge that you have read this Volunteer Agreement, and have had an opportunity to ask questions.

Further resources

Anti-Discrimination Board of NSW: www.antidiscrimination.justice.nsw.gov.au

The Australian Human Rights Commission (AHRC): www.humanrights.gov.au

The Centre for Volunteering: www.volunteering.com.au

Volunteering Australia: www.volunteeringaustralia.org

SafeWork NSW: www.safework.nsw.gov.au

Relevant legislation:

- *Associations Incorporation Act 2009* (NSW)
- *Australian Human Rights Commission Act 1986* (Cth)

- *Civil Liability Act 2002* (NSW)
- *Disability Discrimination Act 1984* (Cth)
- *Fair Work Act 2009* (Cth)
- *Motor Accidents Compensation Act 1999* (NSW)
- *Racial Discrimination Act 1984* (Cth)
- *Racial Discrimination Act 2004* (Cth)
- *Sex Discrimination Act 1984* (Cth)
- *Work Health and Safety Act 2011* (NSW)

I understand that this Volunteer Agreement describes important information about the expectations, policies and procedures of Animal Liberation. I will read it carefully and refer to it during the course of my volunteering roles with the organisation. I acknowledge that I should consult with the volunteer supervisor and/or CEO regarding any questions I may have regarding this Volunteer Agreement.

I have received this Volunteer Agreement and I understand that it is my responsibility to read, understand, and comply with the expectation, policies and procedures contained in it and with all revisions that may be made to it. I understand that my compliance is an essential term of my volunteering.

[Volunteer: Sign]

[Volunteer: Print name]

Date: _____