

1 POLICY STATEMENT

1.1 The Director of National Parks (the 'Director') promotes community involvement in the management of national parks, including volunteering arrangements and through providing work experience opportunities.

2 APPLICATION

2.1 This policy applies to engagement of volunteers (including work experience students) at reserves and other areas vested in or managed by the Director, including Commonwealth marine protected areas managed by the Marine and Water Division under delegation from the Director.

2.2 For the purposes of this policy:

'volunteer' means any person providing a service to the Director without receiving any remuneration (other than payment of expenses incurred). Volunteers may include persons acting individually (such as retired scientists assisting with research); those participating in community organisations (such as members of a 'friends' group); or individuals undertaking work experience (such as family members of traditional owners or students).

'park' comprises national parks owned or leased by the Director, the Australian National Botanic Gardens, Beecroft Peninsula and, collectively, Commonwealth marine protected areas.

'park manager' means the Park Managers of Kakadu, Uluru-Kata Tjuta, Booderee National Parks; the Director of the Australian National Botanic Gardens; the Government Conservators of Norfolk Island, Christmas Island and Cocos (Keeling) Islands; the Environment Manager of Beecroft Peninsula; and the Director of the Commonwealth Marine Protected Areas Program.

3 BACKGROUND

3.1 Australian and New Zealand park management agencies, via the Benchmarking and Best Practice Program of the Committee on National Parks and Protected Area Management, have identified effective public participation as an integral component of protected area management.

3.2 Volunteering arrangements are a valuable method of involving the wider community in park management activities, as well as being important in assisting the Director to meet park management responsibilities and in providing work experience opportunities for Aboriginal people, students and others who may require enhanced access to the workforce.

3.3 The circumstances in which members of the public participate in unpaid work for the Director are varied. Some activities are short term and involve high levels of supervision, such as work experience placements. At the other end of the spectrum, activities may involve long term and formalised relationships via largely autonomous community groups, the Friends of the Australian National Botanic Gardens being a good example.

3.4 Notwithstanding the benefits arising from engaging volunteers, such programs have resource implications for park management agencies that should be recognised in general park operations.

3.5 Although not covered by awards or work place agreements volunteers have rights under statutory and common law obligations, which need to be addressed in the management of volunteer programs. In particular, volunteers are declared to be employees of the Commonwealth for the purposes of the *Safety, Rehabilitation and Compensation Act 1988* and the *Occupational Health and Safety (Commonwealth Employment) Act 1991* (Gazette Notice No. 1 of 2000 under each Act).

4. POLICY PRINCIPLES

4.1 The engagement and management of volunteers is the responsibility of individual parks in accordance with the principles and guidelines set out in this policy.

4.2 Volunteer labour is an adjunct to staff resources and is not to be regarded as a replacement for staff resources. Decisions by managers to engage volunteers should be informed ones, taking into account the benefits to be gained and the costs in resources and staff time incurred.

4.3 Traditional owners and students of cultural or natural resource management should be given priority in the selection of work experience opportunities.

4.4 Volunteers have rights and responsibilities while involved with activities assisting the Director.

4.5 The minimum age for engagement of volunteers should be 18 years, or 15 years where work is undertaken as part of an educational or training program.

4.6 Tasks for which volunteers are engaged should be commensurate with their fitness and level of skill. Volunteers would not, as a general rule, be involved with arduous duties.

4.7 Volunteers should experience a safe working environment and be afforded working conditions in line with standards for paid staff, including provision of any information and equipment required to undertake their duties.

4.8 Any housing arrangements entered into for volunteers in remote areas should not be made at the expense of those for paid staff or contractors.

4.9 To the extent practicable, volunteers should be engaged for a defined period of time and in accordance with a defined set of work conditions (via a volunteer work agreement) and should be assigned a supervisor.

4.10 Volunteers are covered by virtue of Ministerial direction under workers compensation arrangements (Clause 3.5), provided that records are kept of the dates and times the individuals are engaged (Clause 5.1). Volunteers will receive insurance cover where alternative sources of insurance (such as State or Territory Departments of Education for school children, Universities for approved research work or personal insurance) are unavailable.

5. POLICY PRESCRIPTIONS

5.1 General Conditions

5.1.1 Arrangements for the engagement and management of volunteers are the responsibility of park managers. Specific conditions surrounding engagement and management of volunteers may be developed by individual parks, subject to their being consistent with the principles and prescriptions set out in this policy.

5.1.2 Volunteers must not be used as supplementary to, or as relief for, paid staff. Volunteers will generally be engaged either:

- on individual research projects with defined objectives eg scientific honorary associates;
- on discrete projects with a defined time frame eg work experience; and
- as part of structured on-going volunteer arrangements such as friends groups.

5.1.3 Volunteers must have an identified supervisor whose responsibility is to oversee the work undertaken by volunteers. Only those with adequate training and/or experience will be given responsibility for supervision of volunteers. Park managers will be responsible for assessing the adequacy of supervisors.

5.1.4 All volunteer work must be undertaken in accordance with a work program. The content of the work program must be planned between volunteers and the relevant supervision prior to the commencement of the placement.

5.1.5 Where land is not vested in the Director, permission of relevant land owners (eg Aboriginal traditional owners or the Department of Defence) should be sought prior to allowing volunteers to work on that land.

5.1.6 Individuals who are not Australian citizens, and do not hold permanent resident visas, should not generally be considered for volunteer work. However, there are circumstances where such a person is found to be especially suitable for volunteer work, and in these cases the appropriate immigration clearance should be obtained prior to the person being engaged as a volunteer.

5.1.7 In relation to volunteers engaged for work experience purposes, opportunities for placements should be prioritised as follows, where it is practicable to do so:

- traditional owners (and immediate family members) of the particular park concerned;
- other Aboriginal or Torres Strait Islander people;
- students of cultural or natural resource management; and
- students at educational institutions near or associated with the particular park concerned.

5.2 Volunteer Agreements

5.2.1 All volunteer activities must be carried out in accordance with a Volunteer Agreement which must be negotiated and signed by both the volunteer and the designated supervisor prior to commencement of the volunteer placement. A model Volunteer Agreement is included at Schedule 1 to this policy.

5.2.2 The model Volunteer Agreement sets out the minimum requirements for a volunteer agreement. In particular, all Volunteer Agreement must include:

- contact information;
- details of the agreed work program;
- the period of time over which the work will be performed; and
- declaration by the supervisor that appropriate induction has been provided.

5.2.3 In accordance with clause 5.1.1, individual parks may choose to modify the model Volunteer Agreement to reflect local requirements. In particular, individual parks may choose to develop a standing list of specific duties that are regularly available to volunteers that may be annotated and included as part of individual volunteer agreements.

5.2.4 Where the agreed work program extends beyond the timeframe anticipated in the Volunteer Agreement, it can be extended to the satisfaction of both parties, as long as the terms of the original agreement continue to be met.

5.3 Volunteer Rights and Responsibilities

5.3.1 Volunteers must be made aware of their rights and responsibilities while engaged with the Director. Guidelines advising volunteers of their rights and responsibilities are at Schedule 2 to this policy. These guidelines must be provided to volunteers when work programs are developed.

5.3.2 Where volunteers are engaged extensively individual parks should endeavour to develop park-specific induction programs, information kits and similar information to assist volunteers. These should have particular emphasis on OH&S issues and, where relevant, dealing sensitively with Aboriginal people.

5.4 Safety and Medical Issues

5.4.1 Where advice provided by the intended volunteer, or some other circumstance, suggests the volunteer may be at increased risk of injury or other hazards or may have rehabilitation needs, the Occupational Health and Safety Unit of People Management Branch should be consulted prior to the signing of the Volunteer Agreement, as a health assessment may be required.

5.4.2 Volunteers should not be engaged in work programs that require levels of physical fitness beyond their reasonable capability. If volunteers are intended to undertake physically arduous duties, they may be required to undertake fitness testing as provided for under the Director's *'Fitness for Physically Arduous Duties'* policy.

5.4.3 Volunteers engaged in remote area field work (eg marine protected area patrols, trips to Phillip Island off Norfolk Island) must sign an additional medical declaration that includes name and contact details and medical details that may have a bearing on the level of risk for particular activities. The declaration to be used in such work is at Schedule 3 to this policy.

5.5 Record Keeping

5.5.1 Records of volunteer work must be kept in a central location at each park for an indefinite period to address possible public liability and other legal and insurance issues. It is critical that these records are maintained in order to establish periods of engagement with the Commonwealth and the scope of duties performed. These records must include:

- the volunteer agreement entered into by the parties;
- the volunteer remote area medical declaration (if required);
- copies of specialist certificates or licences (if required); and
- timesheets recording the periods of work undertaken.

5.6 Expenses and Housing

5.6.1 Volunteers will generally be responsible for their own expenses including housing arrangements. However, at the discretion of the park manager, minor out-of-pocket expenses may be reimbursed and unallocated staff housing may be made available, subject to the accommodation requirements of on-going and temporary staff or contractors not being affected adversely.

5.6.2 Any arrangements for payment of out-of-pocket expenses and provisions of accommodation must be agreed and accurately reflected in the Volunteer Agreement (clauses 5.2.1 to 5.2.4) prior to the commencement of the placement.

5.7 Provision and Use of Clothing and Equipment

5.7.1 Volunteers will be responsible for providing their own equipment and clothing, unless they are expected to undertake activities that require use of specialised equipment or protective clothing, in which such will be provided by individual parks.

5.7.2 Except in circumstances deemed appropriate by the relevant park manager, volunteers will not wear a park uniform. Where a park manager does deem wearing a uniform to be appropriate, volunteers must be clearly distinguishable from staff (for example by virtue of a name badge) and it must be clearly identified to members of the public that the wearer is a volunteer. Particular care must be taken to ensure that volunteers fully understand and accept their responsibilities and the limits of their role if a decision is made that they wear a uniform.

5.7.3 Volunteers will not be allowed to drive vehicles, except in situations of emergency, without the prior written approval of an authorised officer (Clause 2.2 '*Vehicle Use in Parks*' policy). Volunteers will be subject to the same requirements and conditions for use of vehicles by staff through the Director's '*Vehicles Use in Parks*' policy.

5.7.4 Volunteers will not be allowed to operate potentially hazardous plant or equipment (eg chainsaws) unless they can demonstrate to their designated supervisor they have the knowledge and ability to do so safely. Where a State or Territory authority requires special licences or certificates to operate certain equipment these must be provided and recorded on the volunteers' records prior to the volunteer engaging in these tasks.

5.8 Completion of Volunteer Service

5.8.1 Where voluntary work is undertaken in conjunction with educational studies and performance reports are required by the relevant educational institution, the identified supervisor will be responsible for completion of reports on a volunteer's work experience performance.

5.8.2 Notwithstanding the requirements of clause 5.8.1, supervisors should as a matter of course seek to acknowledge the contribution made by all volunteers on completion of their duties, by the provision of feedback and any references or certificates if appropriate.

5.3.8 For a variety of reasons, Volunteer Agreements may need to be terminated either by the volunteer or by the park manager. If the park manager terminates the Agreement the volunteer should be accorded the same rights of due process as staff members.

6 IMPLEMENTATION, MONITORING AND REVIEW

6.1 Park managers will be responsible for monitoring the implementation of this policy and ensuring staff understand and comply with its provisions.

6.2 The Director of the Parks Strategic Development Section will be responsible for the content and review of this policy. The policy will be reviewed in a standard 2 year policy cycle, or earlier if the need arises (see Clause 6.3).

6.3 At the time of this policy coming into affect there are a series of reforms occurring with regard to legislation associated with the protection of volunteers. This situation will be monitored and the policy reviewed once legislation reform has occurred.

7 RELEVANT LEGISLATION/LITERATURE

- *Commonwealth Authorities and Companies Act 1997*, s514A and s514E
- *Safety, Rehabilitation and Compensation Act 1988* (see Gazette Notice 1 of 2000)
- *Occupational Health and Safety (Commonwealth Employment) Act 1991* (see Gazette Notice 1 of 2000)
- Environment Australia Certified Agreement 2002-04-, Clause 229
- [Public Participation in Protected Area Management](#) - NT Parks and Wildlife Commission, 2002 on behalf of the NRM Committee on National Parks and Protected Area Management
- Codes and policies of Volunteering Australia [www.volunteeringaustralia.org]

8. LINKAGES TO OTHER POLICY

8.1 The Director of National Parks:

- Vehicle Use in Park Management (in preparation)
- Housing (in preparation)
- Staff fitness for Arduous Duties (in preparation)

8.2 Department of the Environment and Heritage:

- Risk management guidelines (<http://www.environment.gov.au/intranet/audit.html#risk>)
- Occupational Health and Safety Policy (<http://www.environment.gov.au/intranet/staffing/ohs.html>)
- Comcare procedures, terms and conditions

9 ATTACHMENTS

- Schedule 1 Model Volunteer Agreement
- Schedule 2 Guidelines for Volunteers
- Schedule 3 Remote Area Medical Declaration

Interim Policy endorsed on ____/____/____

by

.....
Peter Cochrane
Director of National Parks

MODEL VOLUNTEER AGREEMENT

NAME:

ADDRESS:

PHONE NUMBER (INCLUDING FORWARDING IF APPLICABLE):

IN CASE OF EMERGENCY PLEASE CONTACT:

PROJECT NAME/DESCRIPTION:.....

PARK OR RESERVE TO WORK IN:.....

ESTIMATED WEEKLY HOURS:.....

PROPOSED TIMES OF ATTENDANCE:.....

DESIGNATED SUPERVISOR:.....

DATE OF COMMENCEMENT:.....

ESTIMATED FINISH DATE:.....

PROJECT DUTIES (INCLUDING ANY SPECIAL CONDITIONS):.....

(park specific duty list to be completed OR written description of duties to be attached)

ANY KNOWN MEDICAL CONDITIONS WHICH MAY AFFECT YOUR WORK:

(separate medical declaration MUST be completed and attached if remote are work is involved)

ANY ARRANGEMENTS FOR OUT OF POCKET EXPENSES AND ACCOMMODATION:

I have read and understood the Guidelines for Volunteers and agree to abide by them

I have provided an induction including an outline of OH&S issues and hazards

.....
Volunteer
Date:

.....
Designated Supervisor
Date:

.....
Park Manager/ District Manager/Chief Ranger
Date:

Project completed and agreement terminated

.....
Volunteer
Date: _____

.....
Designated Supervisor
Date: _____

GUIDELINES FOR VOLUNTEERS

PARKS AUSTRALIA AND COMMONWEALTH MARINE PROTECTED AREAS PROGRAM

Important Note

We reserve the right to end your engagement as a volunteer by written notice if you do not abide by these guidelines

Dear Volunteer

Thank you for your offer of help.

Every year volunteers like you help Parks Australia and the Commonwealth Marine Protected Areas Program in our work to protect and manage Commonwealth reserves. Some activities are short term and involve high levels of supervision, such as work experience volunteers. At the other end of the spectrum, activities may involve long term and formalised relationships via largely autonomous community groups, the Friends of the Australian National Botanic Gardens being a good example.

The Australian Government values this commitment from volunteers to conserving our important natural places. My staff and I appreciate the energy, skills and experience that volunteers bring to conservation work. Your contribution will help us to exceed our basic responsibilities for managing Australia's protected areas. You'll benefit too, gaining valuable skills and experience - and, I hope, a sense of satisfaction from helping to protect the environment.

Our volunteering arrangements carries statutory and common law obligations. These guidelines tell you about your rights and responsibilities as a volunteer with Parks Australia or the Commonwealth Marine Protected Areas Program. If you decide to join as a volunteer, you will be required to enter into a Volunteer Agreement and you will also be required to sign a medical declaration if work in remote areas is involved.

Remember, please don't hesitate to contact us if you need advice or assistance.

I trust that you enjoy will working with us and look I forward to hearing about the results of your project.

[SIGNED]

Peter Cochrane
Director of National Parks

WHAT ARE YOUR RIGHTS AS A VOLUNTEER?

Prior agreement about the type of work

As a volunteer you can expect rewarding and often challenging work. Before you start we'll discuss the details of your project with you and plan out a work program. Your Volunteer Agreement will record the results of this discussion. It will include a description of your project and an agreed estimate of how long it will take you.

Assistance and guidance while working

We'll provide you with information about the reserve or section of the Department where you'll be working and any special conditions that apply to your work. You'll be supervised by a person who has enough experience to provide you with any assistance, guidance or additional training that you may need to complete each task.

Essential equipment and facilities

We'll provide the equipment and facilities that you need to do the work. However we recommend that you ask your supervisor what you need to bring before you sign the Volunteer Agreement.

Safe working conditions

While you are working for us you'll be treated as an employee of the Commonwealth for occupational health and safety purposes. You'll receive insurance cover for accidents. You can expect safe and healthy working conditions, in line with standards required for paid staff. Your Volunteer Agreement will include advice of OH&S and safety issues.

The right to stop at any time

If you wish, you can terminate your work with us at any time by writing to your supervisor. Please note, however, that if you're in a remote location there may be delays in arranging transport for your return.

WHAT ARE YOUR RESPONSIBILITIES AS A VOLUNTEER?

Completed paperwork

Before you start, you must complete and sign the Volunteer Agreement.

Accommodation and clothing expenses

You must supply your own clothing, other than any specialist protective clothing that may be required to operate certain equipment that we wish you to operate. Usually you must arrange and pay for your accommodation.

Fitness for duty

Before you start, and while working for us, you must disclose any medical condition that you may have that could affect your duties. If you are working in a remote area, you'll also need to complete and sign a Medical Declaration form. You may need to undergo a medical examination or other tests to assess your fitness to do the work.

Health and safety compliance

You must follow any reasonable directions that your supervisor or an authorized member of staff gives in relation to health and safety. You must consider your own safety and well-being, as well as that of others. You must tell your supervisor if you have any concerns about the work or the working conditions. You must tell your supervisor as soon as practicable if you incur an injury. If you wish to undertake hazardous activities you must first obtain your supervisor's permission. You should note that you won't be permitted to do those activities unless you can demonstrate that you are competent to do them.

Compliance with basic conditions of work

Your supervisor or an authorised member of staff will outline your basic conditions of work, including working hours, any requirement for you to attend training sessions, security arrangements and restrictions on the use of equipment. You should note that you won't generally be allowed to operate our vehicles and vessels. You are required to maintain and return any specialised equipment or clothing provided during the course of your engagement. You must comply with these basic conditions of work.

Ethical behaviour

You are expected to perform the work in accordance with Best Practice principles. In particular, you must not incur expenditure or make any statements on behalf of Parks Australia or the Commonwealth Marine Protected Areas Program.

Team work

Team work is highly valued in the government. It is important that as a volunteer you work as a team member, as well as respect the functions and demands of paid staff.

MEDICAL-IN-CONFIDENCE

REMOTE AREA MEDICAL DECLARATION

Name: _____

Address: _____

State: _____ Postcode: _____

Phone: Home:(____) _____ Work: (____) _____

In Case of Emergency Please Contact:

Name: _____

Address: _____

State: _____ Postcode: _____

Phone: Home:(____) _____ Work:(____) _____

Do you have any of the following conditions?

- a. Diabetes mellitus (either using tablet or insulin control) Yes / No
- b. Epilepsy (especially on tablet control) Yes / No
- c. Peptic ulceration (Stomach or Duodenal Ulcer) Yes / No
- d. Motion Sickness Yes / No
- e. Asthma Yes / No
- f. Any other condition requiring medications/tablets Yes / No
- g. If female are you pregnant Yes / No
- h Any food allergies Yes / No

Please give brief details for any conditions identified above, including any medications used:

Do you have any other symptoms or medical condition that may affect your work or give you cause for concern, or for which you are currently under the care of a medical practitioner? If so, please specify:

Signature: _____ Date: _____ / _____ / _____