This part provides an overview of the volunteer, employee and independent contractor relationships and why this distinction is important for volunteer involving organisations.
# Contents

## Part 2: Volunteer, employee or independent contractor?

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>This part covers</td>
<td>2</td>
</tr>
<tr>
<td>1. Introduction</td>
<td>5</td>
</tr>
<tr>
<td>2. The importance of distinguishing between different kinds of workers</td>
<td>6</td>
</tr>
<tr>
<td>2.1 The difference between members of a community organisation and volunteers</td>
<td>7</td>
</tr>
<tr>
<td>3. Volunteers</td>
<td>9</td>
</tr>
<tr>
<td>Overview</td>
<td>9</td>
</tr>
<tr>
<td>3.1 Who is a ‘volunteer’?</td>
<td>9</td>
</tr>
<tr>
<td>3.1.1 Volunteer attributes</td>
<td>9</td>
</tr>
<tr>
<td>3.2 Assessing whether a worker is a ‘volunteer’</td>
<td>10</td>
</tr>
<tr>
<td>3.3 Can volunteers be paid for their work?</td>
<td>14</td>
</tr>
<tr>
<td>3.4 What does it mean for our organisation if a person is a ‘volunteer’?</td>
<td>15</td>
</tr>
<tr>
<td>4. Employees</td>
<td>17</td>
</tr>
<tr>
<td>Overview</td>
<td>17</td>
</tr>
<tr>
<td>4.1 When is a worker an ‘employee’?</td>
<td>17</td>
</tr>
<tr>
<td>4.1.1 Employee attributes</td>
<td>17</td>
</tr>
<tr>
<td>4.2 What does it mean for our organisation if a worker is an ‘employee’?</td>
<td>18</td>
</tr>
<tr>
<td>4.3 Can legislation make someone (including a volunteer) an ‘employee’ for particular purposes?</td>
<td>19</td>
</tr>
<tr>
<td>5. Independent contractors</td>
<td>20</td>
</tr>
<tr>
<td>Overview</td>
<td>20</td>
</tr>
<tr>
<td>5.1 When is a worker an ‘independent contractor’?</td>
<td>20</td>
</tr>
<tr>
<td>5.1.1 Independent contractor attributes</td>
<td>20</td>
</tr>
<tr>
<td>5.2 What does it mean for our organisation if a worker is an ‘independent contractor’?</td>
<td>21</td>
</tr>
<tr>
<td>6. Checklist: Analysing your existing volunteer relationships</td>
<td>22</td>
</tr>
<tr>
<td>7. Legal obligations owed by community organisations</td>
<td>23</td>
</tr>
<tr>
<td>Overview</td>
<td>23</td>
</tr>
<tr>
<td>7.1 Minimum legal protections</td>
<td>23</td>
</tr>
<tr>
<td>7.1.1 Volunteers</td>
<td>23</td>
</tr>
<tr>
<td>7.1.2 Employees</td>
<td>23</td>
</tr>
<tr>
<td>7.1.3 Independent contractors</td>
<td>24</td>
</tr>
<tr>
<td>7.2 Application of industrial instruments (awards, enterprise agreements and determinations)</td>
<td>24</td>
</tr>
</tbody>
</table>
7.2.1 Volunteers  
7.2.2 Employees  
7.2.3 Independent contractors  
7.3 Long service leave  
7.3.1 Volunteers  
7.3.2 Employees  
7.3.3 Independent contractors  
7.4 Superannuation  
7.4.1 Volunteers  
7.4.2 Employees  
7.4.3 Independent contractors  
7.5 Safety  
7.5.1 Volunteers, employees and independent contractors  
7.6 Insurance  
7.6.1 Volunteers  
7.6.2 Employees  
7.6.3 Independent contractors  
7.7 Taxation  
7.7.1 Volunteers  
7.7.2 Employees  
7.7.3 Independent contractors  
7.8 Termination  
7.8.1 Volunteers  
7.8.2 Employees  
7.8.3 Independent contractors  
8. Calling an employee, a ‘volunteer’ or a ‘contractor’  
9. Summary and clarifying the volunteer relationship  

Legislation  
Other Related Resources  
Workplace Health and Safety Regulators
Part 2: Volunteer, employee or independent contractor?
This part covers

- the importance of correctly classifying different working relationships
- the basic legal differences between volunteers, employees and independent contractors, and
- an overview of some of the main legal obligations an organisation owes to its volunteers, employees and independent contractors

1. Introduction

This Part of the Guide helps not-for-profit community organisations understand how the law treats different kinds of working relationships that exist in your organisation—volunteers, employees and independent contractors.

This Part begins by providing an overview of the key reasons it is important to distinguish between different kinds of working relationships, including a summary of how the law attaches different legal entitlements and obligations, depending on whether the worker is a volunteer, employee or an independent contractor.

This Part explains that if your organisation incorrectly classifies a worker, you may fail to provide them with their legal entitlements or to meet your obligations under law. This could result in legal claims being made against your organisation, and your organisation may be found liable to pay penalties. Conversely, if a worker is unclear on what ‘true’ category of worker they are, it can cause confusion about their own obligations and legal entitlements.

Determining the nature of the worker relationship - that is, whether a person is a volunteer, employee or independent contractor requires consideration of a number of different elements because each category of worker has different attributes. This Part provides an overview of these attributes to assist community organisations to determine whether a worker is an 'employee', an 'independent contractor' or a 'volunteer.’ This Part also includes a checklist to help organisations analyse existing volunteer relationships to ensure that they are being appropriately categorised.

This Part concludes by providing an overview of the different legal obligations that your organisation may owe each category of worker, for example payment, safety obligations, entitlements under industrial instruments such as awards, insurance, superannuation, taxation obligations and termination rights.
2. The importance of distinguishing between different kinds of workers

The law recognises many different categories of relationships where one party (a worker) performs work for another party in exchange for payment or reward. These include, among others, the relationships of ‘employer and employee’ and ‘principal and independent contractor’.

The law also recognises a separate category of worker known as a ‘volunteer’. This type of worker performs work for another without an expectation of, or legal requirement of, payment or reward.

It is important for your community organisation to know which category of ‘worker’ is undertaking work in your organisation. This is because different legal entitlements and obligations apply, depending on whether the worker is a volunteer, employee or an independent contractor.

In particular, it is important that your organisation is aware:

- that your organisation can be legally responsible for both the safety of its volunteers and the consequences of their actions, so you need to know who they are and what they are doing
- that the volunteer should understand the basis on which they are engaged (e.g. so they are aware of their legal entitlements and insurance and safety risks)
- that whether or not someone is covered by your organisation’s insurance may depend on their status (category of worker), and
- that there are laws that apply differently to volunteers, or some laws that do not apply at all. As a result, different legal entitlements apply to different categories of workers in your organisation, as illustrated by the following table:

<table>
<thead>
<tr>
<th>Indicators</th>
<th>Volunteer</th>
<th>Employee</th>
<th>Independent contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is the worker paid?</td>
<td>✗</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>National Employment Standards apply?</td>
<td>✗</td>
<td>✓</td>
<td>✗</td>
</tr>
<tr>
<td>Superannuation accrues?</td>
<td>✗</td>
<td>✓</td>
<td>✗ (some exceptions)</td>
</tr>
<tr>
<td>Workers’ Compensation applies?</td>
<td>✗</td>
<td>✓</td>
<td>✗ (some exceptions)</td>
</tr>
<tr>
<td>Occupational/Workplace Health and Safety laws applies?</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Paid sick and annual leave accrues?</td>
<td>✗</td>
<td>✓</td>
<td>✗</td>
</tr>
</tbody>
</table>

(Note: honorarium discussed further below)
### EXAMPLES

In the case of *Mr and Mrs Morris* (see summary in Section 2 below), the court found that Mr and Mrs Morris were employees as caretakers of a property. The organisation alleged they were volunteers. The Court found that based on the caretaker award rate the couple had been underpaid, and were awarded superannuation and annual leave to the value of approximately $80,000.

In the case of *Dickinson* (see summary in Section 2 below), the court found Ms Dickinson was a volunteer rather than an employee when she was injured by a car. This means that she was unable to make a claim for workers compensation, which is only available to employees.

### RELATED RESOURCES

For more information on the importance of your community organisation knowing which category of ‘worker’ is undertaking work in your organisation, see Not-for-profit Law’s freely available webinar ‘The volunteering relationship - Distinguishing between volunteers and other workers in community organisations’ available at https://www.nfplaw.org.au/volunteers

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2.1 The difference between members of a community organisation and volunteers

It is important that organisations are aware that its members may also be considered ‘volunteers’ in particular circumstances. A ‘member’ of a not-for-profit organisation has certain rights and obligations outlined under the organisation’s rules or constitution (for example, the right to vote at an AGM, attend meetings and access information), as well as those set out under legislation. As soon as an organisation asks a member to do something outside of his or her role as a member, the person may be considered a volunteer (as well as a member), which has certain legal implications:

- firstly, certain laws apply to volunteers (that may not apply to members), and
• insurance may apply to volunteers and members in a different way.

If your organisation is an unincorporated association, you should consider your negligence liability, which can result in volunteer board members being personally liable. No specific duty of care arises merely because people share common membership of an unincorporated association. However, committee members may be personally liable for injuries to a member or a volunteer.

TIP

Check your insurance policies to see whether they cover injuries to volunteers as well as members, and that they also cover injuries or harm that volunteers might cause to others. If your policy does not explicitly cover volunteers and members, ask for this to be included in your policy (in writing).

SCENARIO

Mr Ball is a member of his local cricket club. He regularly exercises his right to vote and attend meetings and enjoys the club’s facilities on a weekly basis. The cricket club also engages a number of staff to assist with the upkeep of the grounds. The club has insurance covering employees, and people playing sport at the club. A call goes out to members to assist in a working bee on the weekend and Mr Ball is eager to assist. He is asked to clean out the gutters. Unfortunately, he slips while climbing up the ladder and injures his back. The cricket club’s public liability insurance policy does not cover injuries to volunteers. As he is not an employee, Mr Ball does not have access to workers compensation insurance. The cricket club does not have insurance that covers volunteers, and therefore Mr Ball has no access to insurance to cover the costs associated with his injuries sustained while volunteering.
3. Volunteers

Overview

In Australia, there is no accepted legal definition of a volunteer, however Volunteering Australia and the Fair Work Ombudsman provide useful definitions, and case law (that is judge-made law) provides useful guidance on the ‘attributes’ of a volunteer.

It is important to understand the ‘attributes’ of a volunteer, to consider these attributes in light of your existing or potential future volunteer relationships and to be clear on how the volunteer relationship is distinguished from the employment or independent contractor relationship.

3.1 Who is a ‘volunteer’?

The Fair Work Ombudsman (FWO) has identified the following characteristics of a genuine volunteering arrangement, based on its own review of limited case law (judge-made 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.

Volunteering Australia, and state and territory volunteering peak bodies, use the non-legal definition of volunteering, which is “Time willingly given for the common good and without financial gain.” Volunteering Australia advises that this definition is the most widely used in the volunteering sector, and has released guidelines around this definition that can be found on its website. For more information go to [https://www.volunteeringaustralia.org/definition-of-volunteering/](https://www.volunteeringaustralia.org/definition-of-volunteering/)

Generally, a worker will be found to be a volunteer when the following below attributes exist (other factors may also be relevant in particular cases).

3.1.1 Volunteer attributes

<table>
<thead>
<tr>
<th>Type of work</th>
<th>Payments and Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>• works or provides services on an ‘ex-gratia’ basis, which means that they do so voluntarily, without a legally enforceable obligation to do so and with no expectation of payment for work performed</td>
<td>• generally, has no legally enforceable right to receive payments such as honoraria, allowances or expenses</td>
</tr>
<tr>
<td>• any agreement between the volunteer and the organisation (whether verbal or written) does not contain any evidence that the</td>
<td>• may be reimbursed for out-of-pocket expenses</td>
</tr>
</tbody>
</table>

National Guide: Volunteer, employee or independent contractor (Part 2)

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parties intended to enter into a legally binding contract in relation to the work being carried out. Refer to Part 5 of this Guide for more information about what should and shouldn’t be included in a volunteer agreement.

- the volunteer arrangement can end at any time, either by the volunteer or the organisation
- may receive payments like an ‘honoraria’, or allowances, or non-cash benefits such as free use of facilities or free or reduced-price entry into an event

CAUTION

Where a volunteer is in receipt of some benefit for the services they provide, be careful that you a clear and careful in how you distinguish between volunteers and employees. Payments or benefits to volunteers may attract taxation obligations, and if regularly received and/or of considerable value, may add weight to an argument that the ‘volunteer’ is an employee or contractor. This may also pose problems in determining an organisation’s tax liabilities (for example, for fringe benefits tax or the obligation to remit PAYG tax payments to the Australian Tax Office.

TIP

The best way to be clear about the relationship between your community organisation and a volunteer is to write it down. As a general rule, if a person is described as a volunteer in a document governing the arrangement, then it would usually be considered that there is no intention to create a contractual or legal relationship (as long as, in reality, the relationship is truly a voluntary one). Refer to Part 5 of this Guide for more information about what should and shouldn’t be included in a volunteer agreement, along with some suggested wording.

NOTE – SPONTANEOUS VOLUNTEERS

Sometimes community organisations attract ‘spontaneous volunteers’—for example, spontaneous offers of assistance and volunteering following an emergency, crisis or issue resulting in significant media coverage. Spontaneous volunteers differ from ‘formal volunteers’ and may create certain challenges for organisations. For more information see Part 3 ‘Volunteer Safety’ of this Guide.

3.2 Assessing whether a worker is a ‘volunteer’

Generally, when a worker’s relationship with an organisation is being assessed, the Fair Work Ombudsman will look at the four key factors (discussed above) to establish whether a worker is a volunteer. If these factors are in place, the relationship is unlikely to be considered a volunteering relationship.
Generally, there are four key requirements that evidence a legally binding relationship:

1. **Is there an intention to create legal relations regarding the obligation to carry out the work?**

   Do the facts and circumstances point to an intention of both parties to have a legal relationship and that the arrangement could be enforced?

   Under the arrangement, can the organisation and individual be compelled to do something (as opposed to where either party can walk away at any time without challenge)?

   If the parties intend to create legal relations regarding the obligation to carry out the work, the relationship is not likely to be a volunteer relationship.

---

**NOTE – WHAT IS A LEGALLY BINDING RELATIONSHIP?**

Legal relations exist when the parties have a legally binding agreement between them. Generally, this means that they intend that the promises made by each party will be binding, and if one party breaches the terms of the agreement, the other one has a right to seek damages against the breaching party or, in some circumstances, force the other party to perform certain obligations under the agreement.

In a volunteer relationship, there must be no intention to create a legally binding agreement regarding the work to be carried out. This means that, for example, if the organisation does not provide the volunteer with work, the volunteer has no recourse against the organisation. Similarly, if the volunteer fails to report for duty as agreed, the organisation has no recourse against the volunteer.

---

**NOTE – PROTECTING INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION**

There may be situations where a volunteer involving organisation wants to create legally binding obligations on the volunteer. Common situations when this is done is to protect the organisation’s confidential information or intellectual property (as explained in Part 6 of this Guide). Provided such legally binding obligations go no further than this (i.e. create obligations around other tasks or the work), having a legally binding agreement in relation to such matters will not affect the nature of the volunteer relationship.

The sample Volunteer Agreement in Part 5 of this Guide makes it clear that there is no legally binding relationship between the parties regarding the work to be carried out, but also includes a paragraph which deals with intellectual property and confidential information and asks the volunteer to agree that a section of the agreement is binding.
2. Is there consideration?
   
   Does each party agree to provide a benefit or reward to the other party? For the worker, this will usually be their labour and for the employer/principal, this will usually be monetary but may also be a commitment to offer training, experience or other non-monetary benefits.

   Although the payment of consideration is generally an indicator of an employment or independent contracting relationship, this is not always the case, particularly where there is no correlation between the payment and the hours worked or completion of a specific task or job. For more information, see Section 2.3 below.

3. Is there mutuality of obligation?
   
   Is the commitment by the individual to perform work provided in exchange for whatever benefits or experience the employer/principal is offering?

   Mutuality of obligation is more likely to indicate an employment or independent contracting relationship where the benefit (usually payment) is linked or correlates to hours worked or completion of a set task or tasks.

4. Is there certainty and completeness?
   
   Is there an agreement on all the essential terms to make the contract workable and are those terms certain and clear in meaning?

   Whether certainty and completeness of terms is indicative of an employment or contracting relationship, or that of a volunteer, depends on the actual terms. Where the terms are clearly stated, for example, it is clearly stated that:
   
   - the relationship is a volunteer one
   - that there is no intention to create legal relations between the parties in relation to the volunteering role, and
   - that any payments are not linked to the hours of work or completion of set tasks,

   the arrangement is more likely to be a volunteer relationship. Of course, the agreement should not include any terms which indicate an employment relationship.

---

NOTE

Be careful when entering into negotiations with a worker. A legally binding agreement does not have to be in writing. It can be formed verbally through conversations, through communication such as a string of email correspondence or even inferred from the conduct of the people involved.

---

CASE EXAMPLE: MR AND MRS MORRIS

Anglican Community Services (ACS) owned a property in South Australia that they hired out to various groups for camps and retreats. Mr and Mrs Morris (husband and wife) were asked by ACS’s camp manager Mr Brandenburg (who they knew because Mr Brandenburg was Mrs Morris’ uncle) to act as caretakers of the property. They did so for a period of three years, at the end of which they made a claim for unpaid wages. ACS argued that Mr and Mrs Morris were volunteers and therefore not entitled to wages.
Mr Brandenburg had passed away before Court proceedings were commenced, however, he had sent Mr and Mrs Morris a letter outlining the nature of their role. This letter described Mr and Mrs Morris as being ‘appointed’ to the position of caretakers of the property. The initial appointment was for six months, which would then be reviewed and could be extended. Their duties were clearly set out and relatively onerous. They included cleaning, light maintenance work, inspecting the condition of the building and facilitating building inspections for prospective groups. The onerous nature of these tasks required them to be present at the property seven days a week.

In return, they were to receive free rent, power, water, a telephone and have all council rates paid for them. During the course of their duties Mr and Mrs Morris were reimbursed for various expenses incurred.

The judge found that Mr and Mrs Morris were employees and not volunteers, as the parties intended to create legal relations. This was demonstrated by several factors. Firstly, they were under the instruction of Mr Brandenburg who would inform them when groups were coming to stay and when the premises would need to be cleaned and inspected. Secondly, the nature of the agreement created mutual expectations between the parties (ie. free rent and amenities in exchange for labour), which could be legally enforced. Thirdly, the regularity of their appointment was indicative of employment, as was the inclusion of the initial provisional period which the trial judge said would be unusual in a volunteering context, because a true volunteer (or the organisation) is able to end the arrangement at any time with no repercussions. As a result, Mr and Mrs Morris were awarded compensation for unpaid wages.

You can read the detailed decision here: Morris and Morris v Anglican Community Services [2000] SAIRC 6.

CASE EXAMPLE: MS DICKINSON

Tropical Fruits was a not-for-profit (incorporated) gay and lesbian social club which held dance parties for members in NSW. On 31 December 2003, it held an event at which Ms Dickinson was engaged as a car park attendant. Tropical Fruits’ engagement process involved their work crew coordinator (Ms Benham) contacting members, or people who had expressed interest, and asking if they would like to provide assistance. Their shifts were then determined and their duties explained. On the date of the event, helpers checked in with Ms Benham, were given an ID arm band and instructed as to their duties and shift times. They were not remunerated, but were always allowed to attend the party free of charge at the end of their shifts.

During the course of her duties, Ms Dickinson was struck by a car. She made a claim for workers compensation asserting that she was an employee at the time of the injury. The Workers Compensation Commission of NSW found that Ms Dickinson was in fact a volunteer. This conclusion was reached due to the lack of evidence supporting any intention to establish legal relations, the absence of a contractually binding promise, and nothing to suggest that admission to the party was given in return for the duties performed.

The Commission stated that in the absence of an intention to create legal relations, allowing entry to the party was merely a reward or gift in return for volunteering to help out. There was also no correlation between the cost of the ticket and the hours worked by Ms Dickinson.

You can read the detailed decision here: Dickinson v The Tropical Fruits Incorporated [2006] NSWWCCPD 331.
The decision in *Dickinson* does not mean that volunteers are always excluded from coverage under workers’ compensation schemes or that organisations utilising volunteer services are not liable for costs associated with injuries to volunteers. For more information, see Part 3 of this Guide - Volunteer Safety.

**CASE EXAMPLE: MR GRINHOLZ**

Mr Grinholz was a coach for an under 13s soccer team for Football Federation Victoria (FFV). Mr Grinholz was engaged under a ‘voluntary services agreement’ which stated he would receive an honorarium of $6,000 to be paid in 2 equal instalments – one at the beginning of the season and the other at the end. In exchange, Mr Grinholz was required to attend training sessions each week, attend matches throughout the season and attend the youth championships. He was also required to liaise with full time coaches and administrators of FFV.

Mr Grinholz’s engagement was terminated by FFV halfway through the 2016 season. He then made an unfair dismissal application to the Fair Work Commission. FFV brought a jurisdictional objection on the basis that Mr Grinholz was a volunteer and not an employee (and therefore not entitled to bring a claim for unfair dismissal).

In deciding the case, the Commission looked at the various indicators of a volunteer and employment relationship. On the one hand, there were various indicators of an employment relationship - FFV was able to exercise a substantial degree of control over Mr Grinholz’s work, he was required to wear a uniform, was required to act consistently with FFV’s policies and to promote the FFV in his coaching activities. On the other hand, there were various indicators of a volunteer relationship – the payment of the honorarium was not paid on the basis of hours worked, but closely correlated with the expenses Mr Grinholz would likely incur in carrying out his role. There were also various provisions of the volunteer services agreement which expressly stated that Mr Grinholz was a volunteer and not an employee or independent contractor, and that he was not entitled to any fees for services.

The Commission determined that Mr Grinholz was a volunteer and so not entitled to make an unfair dismissal claim against FFV. In making its decision, the Commission stated that although certain terms of the agreement indicated the existence of an employment relationship, those terms were not inconsistent with requirements that would normally be expected to be placed on volunteers, particularly in the not-for profit sector. In other words, the factors that would normally suggest an employment relationship could be attributed to other legitimate purposes, such as the need to uphold standards and protect the interests of the organisation and, in this case, young people. The Commission also emphasised the fact that the honorarium was reflective of the expenses Mr Grinholz could be expected to incur in carrying out his role and were not linked to the hours of work he carried out.


### 3.3 Can volunteers be paid for their work?

Some payments to volunteers are acceptable. It is common, and appropriate, for volunteers to be reimbursed for authorised expenses they incur while performing their role and sometimes organisations provide some kind of monetary reward or other recognition to show gratitude for a volunteer’s contribution.
Some organisations provide benefits to volunteers that they may call an honorarium, allowance or one-off payment. However, if these payments are comparable to wages or a salary in disguise, then this may point to an employment relationship, and such payments should not be made to volunteers. The following are examples where a payment or pattern of payments may be deemed to be a wage or payment for services:

- if a payment is calculated with reference to time with the organisation or hours worked
- if an allowance far exceeds the expenses actually incurred or is paid on a regular basis, or
- a lump sum payment is in exchange for services provided.

**EXAMPLES: PAYMENT TO A VOLUNTEER**

In the case of *Dickinson* (above), the Commission found that allowing entry to the event was merely a reward or gift in return for volunteering to help out. There was also no correlation between the cost of the ticket and the hours worked by Ms Dickinson.

In the case of *Grinholz* (above), the Commission found that the payment of a $6,000 honorarium to a volunteer did not change the nature of Mr Grinholz’s engagement as a volunteer. This is because the payment was not linked to the hours worked, but was more closely related to the expenses he could be expected to incur in carrying out his role.

**NATIONAL STANDARDS FOR VOLUNTEER INVOLVEMENT**

*Volunteering Australia’s National Standards for Volunteer Involvement* contains a number of standards relevant to the matters discussed in this Part. If your organisation incorporates these standards into its day-to-day practice, it will help your organisation comply with the legal obligations as set out in this Part.

**Standard 7: Volunteer Recognition** “Volunteer contribution, value and impact is understood, appreciated and acknowledged” outlines a number of non-monetary ways that your organisation can recognise the valuable contribution of volunteers. This could help ensure that you are not inadvertently providing a benefit that is comparable to wages.

For example:

- The organisation plans and schedules activities to acknowledge the contribution, value and impact of volunteers at individual and group level.
- References and statements of service are provided to volunteers as appropriate.
- The governing body and management take an active role in volunteer acknowledgement.

**Standard 2: Commitment to volunteer involvement** “Commitment to volunteer involvement is set out through vision, planning and resourcing, and supports the organisation’s strategic direction” recommends that organisations have a policy and procedure for reimbursement for volunteer out of pocket expenses. Implementing this policy will help ensure that you are appropriately reimbursing volunteers.

### 3.4 What does it mean for our organisation if a person is a ‘volunteer’?
Many laws which protect employees’ rights and entitlements apply differently to volunteers or not at all. A summary of the basic legal entitlements and obligations that apply to volunteers is set out in Section 6 of this Part 2 of the Guide below.
4. Employees

Overview

The legal distinction between a worker who is an 'employee' and a worker who is an 'independent contractor' or 'volunteer' is not always easy to make.

Although a great deal of employment law is now prescribed by legislation, the issue of whether a worker is an employee, independent contractor or volunteer is based on principles that have been established through case law over time (ie. judge-made law).

In such cases, the courts and other relevant tribunals have considered whether a 'worker' is an 'employee' by assessing the entire relationship between the worker and the organisation. These attributes are outlined below.

It is important to understand the ‘attributes’ of an employee, to consider these in light of your existing or potential future employment relationships and to be clear on how the employment relationship is distinguished from the volunteer relationship.

4.1 When is a worker an 'employee'?

Determining whether a worker is an 'employee', an 'independent contractor' or a 'volunteer' requires consideration of a number of different elements of the working relationship.

Generally, a worker will be found to be an employee when the following below attributes exist (other factors may also be relevant in particular cases).

4.1.1 Employee attributes

<table>
<thead>
<tr>
<th>Type of work</th>
<th>Payments and Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>• performs ongoing work under the control, direction and supervision of the employer</td>
<td>• is paid for time worked</td>
</tr>
<tr>
<td>• must perform the duties of their position</td>
<td>• is paid regularly (ie. weekly, fortnightly or monthly) and has income tax withheld from their salary by their employer</td>
</tr>
<tr>
<td>• provides their personal services and cannot delegate their work to 'outsiders' (ie. arrange for their work to be done by someone else who is not another employee)</td>
<td>• is entitled to have superannuation contributions paid into a nominated superannuation fund by their employer</td>
</tr>
<tr>
<td>• work hours set by the employer, an enterprise agreement or modern award</td>
<td>• is entitled to paid and unpaid leave (eg. sick leave, personal/carers' leave, annual or recreation leave, or long service leave)</td>
</tr>
<tr>
<td>• is recognised as a part of the employer's business and/or holds themselves out to the public as being part of that business (eg. wearing a uniform, using a business card)</td>
<td>• is covered by professional indemnity, public liability and workers compensation insurance premiums paid by the employer</td>
</tr>
</tbody>
</table>
• does not take commercial risks and cannot make a ‘profit’ or ‘loss’ from the work performed
• generally has all ‘tools of the trade’ provided by the employer to carry out the work (e.g. desk, computer, stationary) unless otherwise agreed

NOTE
Other factors may also be relevant and of importance in particular cases. While it is often straightforward to determine whether or not a worker is an employee, where there is doubt, the organisation should seek legal advice.

EXAMPLE: EMPLOYEE
Barry is a retired clerk and is often called upon by, Jo, the Office Manager at a local charity to undertake administrative duties, including project work. Jo provides Barry with details of the work to be done and negotiates with Barry as to the days and times he works. The charity provides Barry with the equipment he needs to get the work done and pays him by the hour. When working, Barry is required to wear a uniform displaying the charity’s logo and must report to Jo regularly about the status of the work. The charity deducts tax from Barry’s wages and remits it to the ATO.

Even though Barry works irregular hours for the charity, Barry is employed by the charity, most likely on a casual basis.

4.2 What does it mean for our organisation if a worker is an ‘employee’?

The law requires that employers provide their employees with certain benefits. Examples of these benefits include paid leave and superannuation, but there are many others. The law also requires that employers treat their employees in a certain way. For example, an employer must provide an employee with a notice period (or payment instead of notice) before terminating their contract of employment. Independent contractors and volunteers are not owed all of the same entitlements as employees. This is why it is important for your community organisation to be clear about the terms on which a person becomes ‘involved’ in your community organisation.

A summary of the basic legal entitlements that employers owe to their employees is set out under Section 7 below.

TIP
It is a good idea to have a written agreement documenting the nature of the relationship between your community organisation and any person doing work for it. This way both parties will be clear about the nature of the relationship. However, merely labelling a worker an employee, independent contractor or volunteer does not mean they are in fact an employee, independent contractor or volunteer. If the matter went to court, the court would look beyond the label to the substance of the work relationship as a whole. To understand more about the risks of inaccurately describing a worker’s status, see the Section 8 below.
4.3 Can legislation make someone (including a volunteer) an ‘employee’ for particular purposes?

Yes. Some legislation may provide that a worker that is not an ‘employee’ at law may still be entitled to particular protections as if they were an employee. For example, the laws governing workplace health and safety, workers' compensation and superannuation contain ‘deeming’ provisions which group employees, independent contractors and volunteers together as ‘workers’ in certain circumstances, or provide a definition of an employee that is broader than the standard legal tests established by the courts. In such instances, ‘employee’ has a broader meaning than the tests in the ‘employee attributes’ table above. The effect of this is that an organisation may owe duties to certain independent contractors and/or volunteers and be liable to provide them with certain entitlements, as if the independent contractor or volunteer was actually an employee.
5. Independent contractors

Overview

The legal test to determine whether a worker is an employee or an independent contractor requires consideration of a number of different elements of the working relationship.

There are many circumstances where a community organisation may wish to engage an independent contractor or consultant to provide services to the organisation. For example, when the organisation has a short term project which it requires someone with specialist skills to complete, such as an independent evaluation of the organisation’s services or programs.

It is important to understand the ‘attributes’ of an independent contractor relationship, to consider these attributes in light of your existing or potential future independent contractor relationships and to be clear on how this relationship is distinguished from the volunteer relationship.

5.1 When is a worker an 'independent contractor'?

Unlike employees who are seen to be subject to the control and direction of their employer, independent contractors are often recognised as running their own business and provide services under commercial, rather than employment, contracts.

Generally, a worker will be found to be an 'independent contractor' when the below attributes exist (other factors may also be relevant in particular cases).

5.1.1 Independent contractor attributes

<table>
<thead>
<tr>
<th>Type of work</th>
<th>Payments and Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>• has control over how to carry out their work and has the expertise to do so</td>
<td>• is paid for results achieved (for example, submits an invoice for work completed or is paid at the end of, or at stages of, a project)</td>
</tr>
<tr>
<td>• also provides services to the general public and other businesses</td>
<td>• pays their own superannuation, income tax and GST and holds own insurance policies</td>
</tr>
<tr>
<td>• is contracted to work for a set period of time or do a set task and can decide what hours of work are required to complete that work</td>
<td>• may have their own registered business and Australian Business Number (ABN)</td>
</tr>
<tr>
<td>• is free to accept or refuse work beyond the requirements of any current contract with the organisation</td>
<td>• provides all or most of the necessary materials and equipment to complete the work (for example, uses their own tools)</td>
</tr>
<tr>
<td>• is usually free to delegate work to others (eg. engage a subcontractor)</td>
<td>• is in a position to make a profit or loss from work</td>
</tr>
</tbody>
</table>
The Australian Tax Office (ATO) has developed an employee/contractor decision tool which you can use to help you understand whether individual workers in your organisation are employees or contractors in order to comply with your tax and superannuation obligations. For details, see the ATO tools in Resources at the end of this document.

**EXAMPLE: INDEPENDENT CONTRACTOR**

Steve is a handyman and is often called upon by Abdul, the Operations Manager at a local charity, to undertake minor repairs. Abdul provides Steve with details of the work to be done and the time by which he needs it done. Abdul is not concerned about how Steve does the work only that it is done on time and on budget. Steve considers the request for the work to be done and decides that although he personally does not have time to do it, his colleague Geoff does. Steve agrees with Abdul as to the work to be done, the timeframe in which it is to be done in and the cost of the work to be carried out.

Steve arranges for Geoff to attend at the charity’s offices with his tools and equipment and complete the work. Steve invoices the charity for the work carried out by Abdul and is responsible for payment to Abdul and remitting tax on the invoiced amount.

Steve is an independent contractor.

**5.2 What does it mean for our organisation if a worker is an ‘independent contractor’?**

Many of the laws which protect employees’ rights and provide for their entitlements do not apply to independent contractors, or will apply differently. A summary of the basic legal entitlements and obligations that apply to independent contractors is set out in Section 7 below.
## 6. Checklist: Analysing your existing volunteer relationships

In analysing your existing volunteer relationships, it may be useful to complete the following check list.

We note this is not an exhaustive checklist and there may be other relevant factors to consider in particular circumstances.

<table>
<thead>
<tr>
<th>Factors indicating a volunteer relationship</th>
<th>Factors indicating an employee/employer relationship</th>
<th>Factors indicating an independent contractor relationship</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Was there an intention to create a legally binding agreement?</strong></td>
<td>☐ No</td>
<td>☐ Yes</td>
</tr>
<tr>
<td><strong>Is the individual motivated by selfless reasons consistent with a volunteering role?</strong></td>
<td>☐ Yes</td>
<td>☐ No</td>
</tr>
<tr>
<td><strong>Is there an expectation or provision of remuneration or benefit in relation to the work performed?</strong></td>
<td>☐ No</td>
<td>☐ Yes</td>
</tr>
<tr>
<td><strong>Is the type of remuneration based on hourly rates or wages (and are overtime and penalties paid)?</strong></td>
<td>☐ No</td>
<td>☐ Yes</td>
</tr>
<tr>
<td><strong>Does the person have absolute discretion and autonomy about how they perform their tasks or work (can they determine their start and finish times)?</strong></td>
<td>☐ No</td>
<td>☐ No</td>
</tr>
<tr>
<td><strong>Is the person free to provide similar services to others within the same industry?</strong></td>
<td>☐ Yes</td>
<td>☐ No</td>
</tr>
<tr>
<td><strong>Can the arrangement end at any time?</strong></td>
<td>☐ Yes</td>
<td>☐ No</td>
</tr>
</tbody>
</table>
7. Legal obligations owed by community organisations

Overview

It is important for your community organisation to know which category of ‘worker’ is undertaking work in your organisation. This is because different legal entitlements and obligations apply, depending on whether the worker is a volunteer, employee or an independent contractor.

We have included a brief overview of some of the different legal obligations that a community organisation owes to its volunteers, employees, and independent contractors.

The main obligations owed by an organisation to its volunteers, employees and independent contractors are quite detailed and are only summarised very briefly below. For more information on the different types of workers and their entitlements, see the Resources Section at the end of this document.

7.1 Minimum legal protections

7.1.1 Volunteers

The Fair Work Act 2009 (Cth) and the Independent Contractors Act 2006 (Cth) do not apply to volunteers. A volunteer does not have any legally enforceable right to hours of work or payment. Some organisations may have policies about paying out-of-pocket expenses and other payments for volunteers, but generally there is no legally enforceable obligation for the organisation to do so.

As mentioned above, Volunteering Australia’s National Standards for Volunteer Involvement contain a number of Standards relevant to the matters discussed in this Part. Your organisation is encouraged to use the Standards as a best practice guide for volunteer involvement. The Standards have been designed to ensure that you are engaging volunteers safely and in a fair, transparent and respectful manner.

7.1.2 Employees

All employees are entitled to 10 minimum standards of employment which are set out in the Fair Work Act 2009 (Cth). These minimum standards are known as the National Employment Standards (NES) and relate to the following basic entitlements:

- maximum weekly hours
- requests for flexible working arrangements
- parental leave and related entitlements
- annual leave
- personal/carer’s leave and compassionate leave
• community service leave
• long service leave
• public holidays
• notice of termination, and
• redundancy pay.

7.1.3 Independent contractors

Independent contractors have no statutory entitlement to minimum wages or other benefits such as paid leave. They are free to negotiate the terms of their contracts with the organisations that hire them. However, independent contractors are entitled to some ‘general protections’ set out in the Fair Work Act 2009 (Cth), including protection from unlawful discrimination.

Independent contractors and organisations may also have rights under the Independent Contractors Act 2006 (Cth). Under that Act, if the provisions apply either party can apply to a court for an order to have the contract (or a part of it) revoked or varied on the grounds that it is ‘harsh’ or ‘unfair’. This could happen if the independent contractor believes that they are being paid at a rate that is, or is likely to be, less than an employee would get for performing similar work.

If your organisation is concerned about whether a contract is unfair, you may need to seek legal advice.

7.2 Application of industrial instruments (awards, enterprise agreements and determinations)

7.2.1 Volunteers

Volunteers are not covered by the terms of industrial instruments.

7.2.2 Employees

Employees and employers in certain industries and occupations may be bound by an industrial instrument such as a modern award, enterprise agreement or determination of Fair Work Australia. These instruments contain additional minimum entitlements that supplement the NES (for example, penalty and overtime rates, loadings and allowances).

7.2.3 Independent contractors

Independent contractors are not covered by the terms of modern awards, enterprise agreements or determinations of Fair Work Australia. An independent contractor’s entitlements are set out in the contract between the contractor and the organisation (although those rights may be impacted by the Independent Contractors Act 2006 (Cth), certain provisions of the Fair Work Act 2009 (Cth) and various other deeming legislation. See Section 7.4, 7.5 and 7.7 below for further information in relation to superannuation, taxation and workplace health and safety.
7.3 Long service leave

7.3.1 Volunteers
Volunteers have no legal entitlement to long service leave.

7.3.2 Employees
Employees are generally entitled to long service leave after a long period of working for an employer. For most employees, their long service leave entitlements come from the laws in the state or territory where they are working. These laws set out how long an employee has to work to get long service leave and details of how long service leave is calculated.

7.3.3 Independent contractors
Independent contractors have no legal entitlement to long service leave.

FURTHER READING
Long service leave entitlements generally vary from state to state/territory. To find out more about long service leave entitlements, contact the long service leave agency in your state or territory. For a list of these agencies, see the FWO website at www.fairwork.gov.au/leave/long-service-leave.

7.4 Superannuation

7.4.1 Volunteers
Volunteers have no legal entitlement to superannuation.

7.4.2 Employees
Your organisation is required to make superannuation contributions for all employees (whether full time, part time or casual) who are aged 18 years and over and paid $450 or more (before tax) in a calendar month. Your organisation may also be required to make superannuation contributions for employees under the age of 18 who work more than 30 hours per week. This is required by the Superannuation Guarantee (Administration) Act 1992 (Cth).

7.4.3 Independent contractors
Under superannuation law, the definition of an employee is expanded to include a person who is engaged wholly or principally for their labour, who is paid under a contract for the hours they work (rather than to achieve a result) and who is not permitted to delegate their work. The effect of this is that in certain circumstances your organisation may be required to make superannuation payments on behalf of workers you consider to be independent contractors.
7.5 Safety

7.5.1 Volunteers, employees and independent contractors

Not-for-profit community organisations are required by law to ensure they provide a safe working environment for their volunteers, employees and independent contractors.

This legal obligation stems from two primary sources of law:

- the common law (judge made law) of negligence and the negligence provisions in state and territory legislation, and
- work health and safety (or occupational health and safety) laws in each state and territory.

Generally speaking, under both sets of laws, if your organisation fails to take steps to protect the safety of volunteers, employees or independent contractors there may be legal repercussions.

7.6 Insurance

7.6.1 Volunteers

Generally, volunteers are not covered by workers’ compensation insurance. Therefore, it is a good idea for your organisation to take out personal accident insurance to cover your volunteers for out of pocket medical expenses if they are injured whilst performing work on behalf of your organisation.

You should ensure that any existing public liability, product liability and professional indemnity insurances are sufficient to cover the activities (acts or omissions) of your volunteers. If they do not, it may also be necessary for your organisation to take out product liability and professional indemnity insurance in respect of its volunteers.

7.6.2 Employees

Employers are generally required by state and territory health and safety laws to take out workers’ compensation insurance to cover the employees and the organisation.
Depending on its activities and functions, your organisation may also need to take out product liability, public liability and professional indemnity insurance to cover its own liability and that of its employees to other people.

7.6.3 Independent contractors

Unlike employees, independent contractors are typically required to organise their own insurance cover, such as accident compensation, public liability and professional indemnity. However, in some cases, an organisation engaging a contractor may have an obligation to effect workers’ compensation insurance in respect of the contractor. The contractor itself may also have insurance and compensation obligations in respect of its workers.

When you engage a contractor, you should determine if your organisation is required to effect workers’ compensation in respect of that contractor and, if so, ensure that your policy is adequate to cover them. If your organisation is not required to cover the contractor, you should check whether they have the necessary insurance because your organisation’s policies may not cover them (you should understand what your policies do and do not cover). These situations can be difficult and you should seek legal advice in case of doubt.

7.7 Taxation

7.7.1 Volunteers

In certain circumstances, volunteers may be provided with payments or other benefits in the course of undertaking work for an organisation. This may include cash payments, non-cash benefits, or both. These payments are given various descriptions, including honoraria, reimbursements and allowances. Honorary or ex-gratia payments by the organisation to a volunteer are generally not legally enforceable.

How an amount is described does not determine its treatment for tax purposes. Whether a payment is assessable income in the hands of a volunteer depends on the nature of the payment and the recipient’s circumstances.

As a general rule, volunteers do not have to pay tax on payments or benefits they may receive in their capacity as a volunteer for a not-for-profit organisation. Community organisations are similarly not liable to withhold income tax or fringe benefits tax for payments or benefits they provide to volunteers. There are, however, exceptions to these general rules and the ATO has further information on this issue.

For more information about the tax obligations of community organisations, see the Resources Section below.
7.7.2 Employees

If your community organisation is an employer, it is required to withhold income tax from wage payments to employees (PAYG withholding) each pay period. The organisation must then provide this tax to the ATO. The ATO website contains a tax withheld calculator that you can use to work out how much tax you need to withhold from payments you make to your employees and other workers each pay period (week, fortnight or month). See the ATO tools in Resources at the end of this document.

Other taxes, such as fringe benefits tax, may also apply to employees. In addition, depending on the size of your organisation and the total remuneration paid by its payroll, it may also be liable to pay payroll tax to the State Revenue Office.

CAUTION

Some not-for-profit community organisations are eligible for an exemption from paying income tax. This means the organisation does not have to pay tax on any income that comes into the community organisation (for example, on money received as part of a grant).

However, this exemption only applies to the community organisation income tax liability. It does not mean that employees of the community organisation are exempt from paying income tax. All employers are required to comply with the ATO’s income tax withholding obligations in relation to payments of income to employees.

7.7.3 Independent contractors

Typically, independent contractors are paid after they provide a tax invoice to your organisation. The independent contractor is responsible for any income tax liability that may flow from that payment. As a general rule, the community organisation usually does not have to withhold income tax in respect of payments made to independent contractors. However, if a contractor fails to provide you with an ABN, you may have an obligation to withhold PAYG tax.

There is also scope under taxation laws for independent contractors to enter into voluntary agreements authorising their hirers to withhold taxation from payments. Before entering into such a voluntary agreement with an independent contractor, your organisation should contact the ATO or seek legal advice to ensure that the necessary requirements for an arrangement of this type are met.

If your organisation is registered or required to be registered for GST purposes, your organisation may have GST obligations in relation to services provided by an independent contractor.

It is important to note that certain tax laws (such as payroll tax laws) apply an expanded definition of employee or deem an independent contractor to be an employee in some cases. The effect of this is that in certain circumstances your organisation may be liable to pay tax in relation to workers that would otherwise be considered independent contractors.
7.8 Termination

7.8.1 Volunteers

There is no notice period or other requirements to terminate a volunteer relationship – the voluntary nature of the relationship means that it can be ended by either party at any time.

Volunteers cannot make unfair or unlawful dismissal claims. However, it is worth noting that if a person who your organisation said was a ‘volunteer’ is able to establish in court that they had the attributes of an employee (see the table in Section 4 above for the attributes of an employee), and the court accepts that they were an employee, then they may be entitled to lodge an action for unfair dismissal.

7.8.2 Employees

In relation to the termination of their employment, most full-time and part-time employees are entitled to a notice period (or pay in lieu of such a notice period) in accordance with the NES. If the employee is covered by a modern award or enterprise agreement or has a written contract of employment, that award, agreement or contract may specify a greater period of notice. Casual employees are not entitled to notice of termination.

If your organisation dismisses an employee for a reason that contravenes the provisions of the Fair Work Act 2009 or for a reason that is discriminatory, or the termination is ‘harsh, unjust or unreasonable’, the employee may be able to make a claim against your organisation.

Legal advice should always be sought before proceeding with the termination of any employee’s employment.

7.8.3 Independent contractors

If your organisation has a contract with an independent contractor, that contract will ordinarily end when the independent contractor has completed the work and received payment from your organisation. However, if your organisation wants to terminate the agreement before the completion of the work, it can only do so in accordance with the terms of the contract or if otherwise allowed by the law (for example, it may be possible to terminate the contract if it cannot be completed for reasons outside the control of either party). You need to check the terms of your contract to see whether

- your organisation can terminate by giving notice, and

- whether you are required to pay the contractor for costs they incurred up to the date of termination.

These situations can be difficult and you should seek legal advice, particularly if the contract does not have any express provision dealing with termination.

Depending on its terms, your organisation may also be able to terminate a contract if the contractor is in serious breach of the contract. Again, it is important to look carefully at the terms of the contract
because sometimes they require you to give the independent contractor a ‘notice to remedy a breach’ and an opportunity to fix it before terminating the agreement.

Unlike employees, independent contractors cannot make unfair or unlawful dismissal claims. However, if your organisation attempts to terminate its contract with an independent contractor, other than in accordance with the terms of that contract, the independent contractor may take legal action against your organisation for breach of contract or breach of applicable general protections provisions of the Fair Work Act 2009.

It is also worth noting that if a person whom your organisation regards as an ‘independent contractor’ can establish in court that they are properly classified as an employee (see the table in Section 4 above for attributes of an employee), then they will be able to make any claims available to an employee, including an unfair dismissal application.
8. Calling an employee, a ‘volunteer’ or a ‘contractor’

Often the parties to a contract for the performance of work will try to describe the legal nature of the relationship between them. For example, a contract may state 'this agreement does not create a relationship of employment' or that 'the parties agree that their relationship is one of principal and independent contractor'. While it is a good idea to write down the terms of the relationship in a contract so both parties are clear about the arrangement, the label you give your worker does not alone determine the true nature of the relationship.

The question of whether a person is an ‘employee’, an ‘independent contractor’, or ‘volunteer’ is decided by looking at the entire relationship between the worker and the other party. The way a contract classifies or labels a worker is just one factor that will be considered. If the matter went to court, the court would look behind the description of a situation in documents to what is actually occurring in practice.

So, if a person who is called an ‘independent contractor’ or a ‘volunteer’ actually has all or many of the attributes of an employee (see the table in Section 4 above for employee attributes), then that person could try to argue in a court, and the court could accept, that they are in fact an ‘employee’ and are various legal entitlements.

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**CAUTION**

Remember, even if it is made clear in writing that the person is a ‘volunteer’, if the true nature of the relationship is that of an employer and employee, your organisation cannot rely on the label of ‘volunteer’ or the existence of a volunteer agreement as proof of this arrangement.

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If your organisation is unsure about how to correctly classify the worker, or uncertain that you have correctly labelled the worker seek legal advice.
Summary: The differences between a volunteer, employee and independent contractor

The importance of distinguishing between different kinds of workers: Your organisation needs to be aware that the law recognises many different categories of ‘workers’ such as volunteers, employees and independent contractors, that the law treats each category of worker differently, and that it is very important for you to do so as well.

The consequences of failing to do so, or allowing the ‘blurring of lines’ between the different types of ‘worker’ relationships, can have harsh consequences for your organisation. The consequences for failing to understand these differences include exposing your organisation to claims for employee entitlements, unfair dismissal claims and penalties for failing to remit taxes or pay superannuation.

There are different legal obligations owed to volunteers, employees and independent contractors: Your organisation needs to be across the different legal entitlements and obligations surrounding payment, safety, industrial instruments (such as awards), insurance, superannuation, taxation and termination.

Each category of worker has unique attributes: Your organisation should ensure that it understands the ‘attributes’ of each category of worker that it considers these attributes in light of your existing or potential future relationships with ‘workers’ and is clear on how the attributes are distinguished or in line with the attributes of the volunteer relationship. Generally speaking:

Volunteers are not paid for the work that they perform, they do so without a legally enforceable obligation to do so and the volunteer relationship can end at any time.

Employees are paid for time worked, must perform the duties of their position, perform ongoing work under the supervision and control of an employer and are entitled to paid and unpaid leave.

Independent contractors have control over how they carry out their work, are paid for results that they achieve, are contracted for a set period of time or a set task and are free to accept work from the general public and other businesses.

Volunteer agreement: Your organisation should consider using a Volunteer Agreement. This is the best way to be clear about the relationship between your organisation and the volunteer. For a sample Volunteer Agreement, go to Part 5 of this Guide.

Whenever your organisation engages a worker, it should clarify from the outset the nature of the relationship and the expectations and obligations of the parties.

The difference between members and volunteers: It is important that your organisation is aware that its members may also be considered ‘volunteers’ in particular circumstances. This has certain
Related Not-for-profit Law Resources

Not-for-profit Law has developed a National Volunteer Guide, which sets out in detail the key legal issues affecting volunteer involving organisations. The Guide is in six Parts and includes a number of templates and sample policy documents, which should be read together. See Not-for-profit Law’s page on volunteering at www.nfplaw.org.au/volunteers.

- Part 1: Key legal issues for volunteer involving organisations
- Part 3: Volunteer safety
- Part 4: Volunteers and unlawful workplace behaviour
- Part 5: Recruiting, inducting and managing volunteers
- Part 6: Organisational issues applicable to volunteers

Not-for-profit Law has also developed a number of free webinars for volunteer involving organisations, which can also be accessed the same page at www.nfplaw.org.au/volunteers

Other Related Not-for-profit Law Resources

The Not-for-profit Law website at www.nfplaw.org.au has resources on the following related topics:

- **Employees** – www.nfplaw.org.au/employees
  This page provides resources on the recruitment and engagement of employees, employee entitlements, the Fair Work System, termination and resignation and disputes with employees.

  This section covers insurance, negligence, work health and safety, Personal Property Securities Register and criminal conduct.

  Not-for-profit Law’s National WHS Guide can help your organisation understand its obligations under the occupational health and safety laws, whether it is bound by these laws and how it can ensure it complies. A separate Guide also exists for Victorian organisations as their laws differs slightly.

  The section explains Deductible Gift Recipient Endorsement, Fringe Benefits Concessions, Goods and Services Tax, income tax exemptions and state tax laws.

Other Related Resources

- **Australian Tax Office** (ATO)
  The ATO has designed the following tools which may help you work out your obligations:

  - **Employee/contractor decision tool**
  - **Superannuation Guarantee eligibility decision tool**
  - **Tax withheld calculator**
Fair Work Ombudsman (FWO)

The FWO provides information and advice for both workers and organisations about workplace rights and obligations.

Workplace Health and Safety Regulators

To find out more about workplace health and safety and the workers’ compensation scheme that applies to your organisation, contact the regulator in your state or territory:

- Australian Capital Territory (ACT): Worksafe ACT
- New South Wales (NSW): SafeWork NSW
- Northern Territory (NT): NT WorkSafe
- Queensland (QLD): WorkSafe Queensland
- South Australia (SA): SafeWork SA
- Tasmania (Tas): WorkSafe Tasmania
- Victoria (Vic): WorkSafe Victoria
- Western Australia (WA): WorkSafe WA

Legislation

- Fair Work Act 2009 (Cth)
- Independent Contractors Act 2006 (Cth)
- Superannuation Guarantee (Administration) Act 1992 (Cth)

Volunteering Australia resources

Volunteering Australia has published a suite of resources for volunteer managers including information on insurance and complaint handling.

- National Standards for Volunteer Involvement

Volunteering Australia’s National Standards for Volunteer Involvement reflect best practice in volunteer management in Australia’s current work environment.

- Definition of volunteering

Volunteering Australia’s definition of volunteering has a set of explanatory notes, a detailed Issues Paper that provides background and context, and a set of FAQs around it.

State and territory peak bodies for volunteering

State and Territory peak bodies facilitate opportunities for people seeking to volunteer, and support volunteer involving organisations. These bodies are:

- Volunteering and Contact ACT – www.vc-act.org.au
- The Centre for Volunteering (NSW) – www.volunteering.com.au
- Volunteering Queensland – www.volunteeringqld.org.au
- Volunteering SA&NT – www.volunteeringsa-nt.org.au
- Volunteering Tasmania – www.volunteeringtas.org.au
We thank the Australian Government, Department of Social Services, for their financial contribution towards the development of this National Volunteer Guide.


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