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Volunteers and Legislation

Volunteers do not have a distinct legal status in the same way that paid workers do, and are not covered by employment law. This means that generally equal opportunities and anti-discrimination legislation do not apply to volunteers, and that they have no protection from what might be referred to as unfair dismissal. Volunteers have a different, non-contractual relationship with the organisation.

It is crucial, however, that volunteers should be afforded the same respect and care as employees. They should be included in organisation-wide policies such as equal opportunities, health and safety, and zero tolerance of violence. Policies relating specifically to the volunteer's role within the organisation – for dealing with grievance and disciplinary issues, recruitment and supervision for example – should be distinct from those for paid staff.

The organisation has a duty of care to every volunteer and therefore should take appropriate measures to ensure volunteers safety.

Contracts

Despite not being covered by employment law, volunteers can be seen as workers in the eyes of the law if the volunteer can demonstrate that they were or are working under a contract. A contract is a description of a relationship and is not necessarily a written document. Care should be taken to avoid creating circumstances that imply an employment/contractual relationship.

In the area of employment, contracts do not have to be written agreements: contracts may arise where there is 'consideration' – the exchange or promise of something of value – in return for work.

Consideration could be any money over and above out-of-pocket expenses. It could also be a perk with a financial value, such as training that is not necessary for the volunteer's role. Therefore offering training as a benefit to the volunteer simply to improve their employment prospects could be regarded as a consideration, whereas training to enable volunteers to carry out their tasks should not be.

There has to be an intention to create a binding relationship, but this can be inferred by tribunals or similar bodies from the relationship itself.

Depending on the nature of the inferred contract, the individual may be eligible to receive the national minimum wage (if it can be demonstrated that they are actually a 'worker') and protection from the employment provisions of equal opportunities legislation, and even from unfair dismissal.