

# Casual Workers Agreement

Effective from

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| <b>This policy applies to:</b> | <b>UK</b> |  |
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| <b>Contents</b>                               | <b>Page no.</b> |
|---|-----------------|
| 1. Introduction                               | 1               |
| 2. Status of Arrangement                      | 1               |
| 3. University's Discretion as to Work Offered | 2               |
| 4. No Presumption of Continuity               | 2               |
| 5. Arrangements for Work                      | 2               |
| 6. Work                                       | 2               |
| 7. Place of Work                              | 2               |
| 8. Hours of Work                              | 3               |
| 9. HM Revenue & Customs                       | 3               |
| 10. Pay                                       | 3               |
| 11. Holidays                                  | 4               |
| 12. 12. Sickness                              | 4               |
| 13. Eligibility to Work in the United Kingdom | 4               |
| 14. Pensions Auto Enrolment                   | 4               |
| 15. Data Protection                           | 5               |
| 16. University Rules and Policies             | 5               |
| 17. Confidential Information                  | 5               |
| 18. University Property                       | 5               |
| 19. Termination                               | 6               |
| 20. Changing Terms and Conditions             | 6               |
| 21. Totality of Terms                         | 6               |
| 22. Governing Law                             | 6               |
| 23. 23. Associated Documents                  | 6               |

## 1. Introduction

I have pleasure in confirming that you have been added to a register for Student Workers eligible to undertake duties on an occasional/casual basis.

Casual working arrangements (under which there is no enforceable obligation to either provide or do work) give flexibility and so are mutually beneficial for both employers and individuals. The University requires casual workers and it is therefore entering into this agreement to record the terms on which a casual work relationship is entered into.

## 2. Status of this Agreement

This agreement governs your engagement from time to time by Newcastle University ("the University") as a casual worker. This is **not** an employment contract and does not confer any employment rights on you (other than those to which workers are entitled). In particular, it does not create any obligation on you to perform work for the University (even if offered) or on the University to provide work to you. By

entering into this agreement, you confirm your understanding and intention that there will at no time be any mutuality of obligation between the parties.

### **3. University's Discretion as to Work Offered**

It is entirely at the University's discretion whether to offer you work and it is under no obligation to provide work to you at any time.

The University reserves the right to give or not give work to any person at any time and is under no obligation to give any reasons for such decisions.

### **4. No Presumption of Continuity**

Each offer of work by the University, which you accept, shall be treated as an entirely separate and severable engagement (an assignment). The terms of this agreement shall apply to each assignment but there shall be no relationship between the parties after the end of one assignment and before the start of any subsequent assignment.

The fact that the University has offered you work, or offers you work more than once should not be regarded as establishing an entitlement to regular work or conferring continuity of employment.

### **5. Arrangements for Work**

If the University wants to offer you any work, it will contact you and notify you of the days and hours that it would like you to work together with details of the duties it would like you to undertake and the location. You are under no obligation to accept any work offered by the University at any time. However, if you accept an assignment, you must inform the University immediately if you will be unable to complete it for any reason.

The University reserves the right to terminate an assignment at any time for operational reasons. You will be paid for all work done during the assignment up to the time it is terminated.

### **6. Work**

The University may offer you work from time to time. The precise description and nature of your work may be varied with each assignment and you may be required to carry out other duties as necessary to meet business needs. You will be informed of the requirements at the start of each assignment.

Before you carry out any work, you must provide the University with evidence that you are eligible to work in the United Kingdom. If you fail to provide this proof, you **will not** be permitted to carry out any work.

### **7. Place of Work**

The University may offer you work at various locations. You will be informed of the relevant place of work for each assignment.

## 8. Hours of Work

Your hours of work will vary depending on the operational requirements of the University. You will be informed of the required hours for each assignment. Full guidance is located within Section 5 of the Policy on Student Employment.

## 9. HM Revenue & Customs

Providing your employer with accurate details about yourself, helps make sure that you are paying the correct amount of tax and National Insurance contributions. It also helps to protect your entitlement to certain State Benefits and State Pension.

Key personal details that your employer needs to have recorded accurately are:- □

Name—full and official forename(s) and surname i.e. full forename(s) not initials.

- Date of Birth—giving a wrong date of birth may affect your entitlement to state benefits.
- National Insurance number (NINO) – this will begin with two letters, followed by six numbers and will end with a letter, either A, B, C or D. If you do not know this, you may find it on documents we have sent you e.g. Tax Credit Award notices, or from Department of Work and Pensions (DWP). It may also be on a payslip you have received. The link in section 23 below will help you trace your NI number using form CA5403.

Overseas/EEA students who do not have a valid UK National Insurance number, and have the right to work in the UK, should contact Jobcentre Plus, Telephone 0845 600 0643 (8am to 6pm, Monday to Friday). If you have never had a National Insurance number, you must contact your Jobcentre Plus office. The link in Section 23 below will help you through the application process.

You may be required to attend an 'Evidence of Identity' interview and you will be advised on what evidence you should take with you to the interview to establish identity.

The consequence of not registering and obtaining a permanent NI number is that it will not be possible to claim any credits or benefits in respect of any contributions that may have been paid or to secure a transfer of any such benefits to your country of origin.

## 10. Pay

You will only be paid for the hours that you work and at the rates of pay relevant to the type of work that you have agreed to undertake. You will be paid monthly in arrears directly into your bank account. The University will make all necessary deductions from your salary as required by law and shall be entitled to deduct from your pay or other payments due to you any money, which you may owe to the University at any time.

For the avoidance of doubt, you will not be eligible to participate in any of the University's salary sacrifice arrangements.

## 11. Holidays

Your holiday entitlement will depend on the number of hours that you actually work and will be prorated on the basis of a full-time entitlement of 5.6 weeks' holiday during each full holiday year (including the usual eight public holidays in England and Wales). The rate of accrual will be 12.07% of the time worked.

As the nature of the arrangement makes it impractical to define in advance the amount of holiday to which you are entitled, you will receive a pro-rata credit for holiday accrual in respect of all time actually worked which will be added to the hourly rate.

## 12. Sickness

- 12.1 If you have accepted an offer of work but are subsequently unable to work the hours agreed, you must notify the supervisor of the Unit you are working in of the reason for your absence, as soon as possible but no later than 9am on the first day of absence.
- 12.2 If you satisfy the qualifying conditions laid down by law, you will be entitled to receive statutory sick pay (SSP) at the prevailing rate in respect of any period of sickness or injury during an assignment, but you will not be entitled to any other payments from the University during such period.
- 12.3 You should submit the University's Self-Certification of Sickness Form to the Payroll Section of the Finance Office on the fourth day of absence or as soon as possible thereafter, but no later than the day you return to work. For absences in excess of seven days, a medical certificate should be submitted to the Payroll Section of the Finance Office.

## 13. Eligibility to Work in the United Kingdom

Before you carry out any work, **you must** provide the University with evidence that you are eligible to work in the United Kingdom. If you fail to provide this proof, you **will not** be permitted to carry out any work. You must notify the University if you cease being eligible to work at any time. It is your responsibility to ensure that you do this, so not to jeopardize your eligibility to continue to work and study in this country.

## 14. Pensions Auto Enrolment

The University has to comply with the auto-enrolment legislation. This applies to all workers aged 22 or over but under state pension age. A total payment from the University in any one month that meets or exceeds the earnings threshold will trigger the auto-enrolment duties. Further information is available through the link in Section 23 shown below.

## 15. Data Protection

You should ensure you read our People Services Privacy Notice, shown in Section 23 below, which provides information about the use of your personal information while you are working with us, and your legal and contractual responsibilities to protect the personal information of other people (e.g. other colleagues, students, research participants).

You consent to us holding and processing, both electronically and manually, the data that we collect about you, in the course of your working relationship with us, for the purposes of the administration and management of our workers and our business and for compliance with applicable laws, procedures and regulations and to the transfer, storage and processing by us of such data outside the European Economic Area.

## 16. University Rules and Policies

During each assignment you are required at all times to comply with the relevant University rules, policies and procedures in force from time to time including but not limited to those available on the University Webpages.

## 17. Confidential Information

17.1 You shall not use or disclose to any person, either during or at any time after your engagement by the University, any confidential information about the business or affairs of the University or any of its business contacts, or about any other matters which may come to your knowledge as a result of carrying out assignments. For the purposes of this clause, **confidential information** means any information or matter which is not in the public domain and which relates to the affairs of the University or any of its business contacts.

17.2 The restriction in this clause does not apply to:

- prevent you from making a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996; or
- use or disclosure that has been authorised by the University or is required by law or in the course of your duties.

## 18. University Property

All documents, manuals, hardware and software provided for your use by the University, and any data or documents (including copies) produced, maintained or stored on the University's computer systems or other electronic equipment (including mobile phones), remain the property of the University.

Any University property in your possession and any original or copy documents obtained by you in the course of your work for the University shall be returned to the supervisor of the unit you are working in, at any time on request and in any event at the end of each assignment.

## **19. Termination**

If you no longer wish to be considered for casual work by the University, you should inform your supervisor as soon as possible. You will be removed from the University payroll and the form P45 will be sent to the home address held on the People Services/Payroll system.

The University may refrain from offering you further assignments if you are unable to accept an assignment on three consecutive occasions, or, work for four consecutive weeks.

The University may terminate this arrangement immediately by giving notice in writing to you, if it reasonably considers that you have committed any serious breach of its terms, or committed any act of gross misconduct. Non-exhaustive examples of gross misconduct include dishonesty, theft, fighting, mis-use of drugs or alcohol or any other acts or omissions, which might bring the University into disrepute.

## **20. Changing Terms and Conditions**

The University may review its requirement for casual workers from time to time and/or may update the terms on which it offers such work. In the event of any changes to the terms on which it is prepared to engage casual workers the University may terminate this arrangement with immediate effect by giving notice in writing to you from People Services and you may, at the University's absolute discretion, be offered a new arrangement for casual work.

## **21. Totality of Terms**

This casual workers agreement is intended to fully reflect the intentions and expectations of both parties, as to our future dealings and in the event of any dispute regarding your engagement as a casual worker by the University it shall be regarded as a true, accurate and exhaustive record of the terms on which we have agreed to enter into a casual work relationship. Any variation to this agreement will only be valid where it is recorded in writing by the People Services Section and no additional or modified terms should be implied by any other actions of you or the University. You confirm that you have read and understood the contents of this document.

In carrying out work offered under these terms, you will be deemed to have accepted the terms set out above.

## **22. Governing Law**

This arrangement will be governed by current UK legislation.

## **23. Associated Documents**

[Get your NI number using form CA5403](#)

[Application for a National Insurance Number](#)

[Pensions: Auto-Enrolment](#)

[People Services Privacy Notice](#)

|   |                |       |
|---|----------------|-------|
| <b>Document Control Information</b>   |                |       |
| Does this replace another policy? Yes / <b>No</b> .   |                |       |
| <b>Approval</b>   |                |       |
| Approved by:  |                | Date: |
| Effective from:   |                |       |
| Review date:  |                |       |
| <b>Responsibilities</b>   |                |       |
| Executive Sponsor:  |                |       |
| Policy Owner: People Services – K Povey   |                |       |
| Person(s) responsible for compliance:   |                |       |
| <b>Consultation</b>   |                |       |
| Version   | Body consulted | Date  |
|   |                |       |
|   |                |       |
| <b>Equality, Diversity and Inclusion Analysis:</b>  |                |       |
| Does the policy have the potential to impact on people in a different way because of their protected characteristics? <b>No</b>                         |                |       |
| Initial assessment by:  |                | Date: |
| Key changes as a result of Equality, Diversity and Inclusion Analysis   |                |       |
| <b>Document location</b>  |                |       |
| <a href="https://newcastle.sharepoint.com/projects/seoc/Pages/SEOCPolicy.aspx">https://newcastle.sharepoint.com/projects/seoc/Pages/SEOCPolicy.aspx</a> |                |       |