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| **Agreement—casual worker**  |

CASUAL WORKER Agreement dated 20\_\_\_\_

BETWEEN:

1. **QUEEN'S UNIVERSITY BELFAST** of University Road, Belfast BT7 1NN ( "we" or "us" or "the University"); and
2. [**Name of WORKER**] of [insert address] ("you").
3. Status
	1. You have expressed an interest in working for the University as a casual worker. Due to the nature of its business, the University’s requirements for staff fluctuate. This agreement sets out the terms on which you and the University enter into a casual work arrangement.
	2. This agreement governs your engagement from time to time by the University as a casual worker. It is not a contract of employment and it does not give you any employment rights, other than those to which workers are entitled.
4. Work
	1. The University is not obliged to provide work for you to do. By entering into this agreement, you acknowledge that:
		1. the University offers no guarantee of any work at any time, or any minimum amount of work;
		2. you will work on an ‘as required’, flexible basis; and
		3. the intention of you and the University is that, except when you are actually working on an assignment for the University, the University is not obliged to provide work for you, and you are not obliged to do the work offered (known as no ‘mutuality of obligation’).
5. UNIVERSITY’s discretion regarding work offered

The University has complete discretion whether to offer work. The University is entitled to give or refuse to give work to any person at any time and will not give reasons for its decisions.

1. Conditions of any offer of work

It is a condition of any offer of work by the University, at any time, that you have the right to work in the United Kingdom and that you will provide documentary evidence of your right to do so, in line with current statutory requirements. The University may terminate this agreement, and any assignment, at any time, without notice, if you do not have the right to work in the United Kingdom.

1. Assignment

Each offer of work by the University that you accept will be treated as an entirely separate engagement (an ‘assignment’). The terms set out in this agreement will apply to each assignment only. There will be no relationship between you and the University after the end of any assignment and before the start of any subsequent assignment. If the University offers you work on one or more occasions, that gives you no legal rights and does not mean that you have entitlement to regular work from the University, or continuity of employment.

1. Notification of availability of work
	1. You will be notified of relevant details of the casual work assignment required in an Assignment Form in the form set out in Schedule 1 to this agreement, including:
		1. details of the casual work required;
		2. the rate of pay;
		3. the hours of work;
		4. the place of work;
		5. any other relevant information.
2. Acceptance of assignments
	1. You do not have to accept any work offered by the University at any time.
	2. Once you have accepted an offer of work, you must inform the University immediately, by contacting the person identified in the Assignment Form, by telephone, if you will be unable to complete the assignment for any reason.
	3. The University reserves the right to end an assignment at any time. If this happens, you will be paid for the hours you have worked until the assignment is ended.
	4. Work
	5. The University may offer you work from time to time as a casual worker. The details of which shall be set out in the Assignment Form.
	6. The precise description and nature of the work required may vary from one assignment to the next assignment and you may be required to carry out other duties to meet the needs of the University’s business. You will be informed of the precise requirements at the start of each assignment in the Assignment Form.
3. Place of work

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

1. Hours of work
	1. Your hours of work during an assignment will vary depending on the needs of the business. You will be notified of the hours required for each assignment, including applicable breaks.
	2. The Working Time Regulations (Northern Ireland) 2016 impose a limit on your working time. The precise calculation of the limit is complicated but, in broad terms, your average working time is limited to an average of 48 hours a week. However, you may 'opt out' of the limit if you wish to. Please complete the form as set out in Schedule 2 to confirm whether you wish to opt out. If you do not sign the opt out, the University must ensure that it does not offer you work that could result in you exceeding the 48–hour limit. As you may be working for third parties, as well as the University, you must provide the University with details of all hours that you work for third parties, so that we can ensure you do not exceed the 48–hour limit.
2. Pay

The University will pay you an hourly rate applicable to the particular assignment as set out in the Assignment Form for those hours you work. You will be paid monthly in arrears directly into your nominated bank account.

* 1. The University will make all necessary deductions from payments made to you as required by law, including (if applicable) pension contributions. The University is entitled to deduct from your pay, and any other payments due to you, any money that you may owe to the University from time to time.
1. Holiday
	1. The University’s holiday leave year runs from 1 January – 31 December.
	2. You may be offered work on statutory and public holidays.
	3. Your entitlement to paid holiday in each holiday year will be the equivalent of 5.6 weeks holiday (28 days) for every 232 days worked (not including holidays), accruing at the rate of one day's paid holiday for every 8.285 days worked. Where you work less than full time hours each day, your entitlement will be calculated in hours on the basis of 28/232nds of your hours worked, accruing at the rate of one hour's holiday for every 8 hours and 17 minutes worked.
	4. Your holiday entitlement includes your statutory basic and additional annual leave entitlement under the Working Time Regulations (Northern Ireland) 2016. You will be deemed to take your basic annual leave entitlement first and then your additional annual leave entitlement.
	5. The University will pay you in lieu of your accrued but untaken holiday entitlement for the holiday year in which the assignment ends, at the end of each assignment, at the hourly rate for that assignment.
	6. You must take all of your holiday during the holiday year in which it accrues and carrying forward holiday is not permitted unless either agreed in advance by your Manager or where the law allows holiday to be carried forward.
	7. If you have taken more holiday than your accrued entitlement at the date an assignment ends, the University will be entitled to deduct from any payment due to you any overpayment made.
2. Sickness
	1. If you have accepted an offer of work but are then unable to work the hours agreed for the assignment, you (or someone on your behalf) must inform the person set out in the Assignment Form at Schedule 1, by telephone of the reason for your absence, as soon as possible but in any event by no later than two hours before you are scheduled to start work.
	2. The University Sick Pay Provisions do not apply to workers and therefore will not apply to this agreement or any assignment. You may be entitled to statutory sick pay (SSP) at the prevailing rate for any period of sickness or injury during an assignment, but only if you satisfy the relevant qualifying conditions. You will not be entitled to any other payment from the University.
3. University rules and procedures
	1. When you are working on an assignment, you must comply with the relevant University rules, policies and procedures in force.
	2. You should become familiar with University policy documents which all workers and employees are required to follow. The following documents are available for consultation in the People and Culture Directorate, and on the University’s website, at any time:
		1. Statement of University Safety Policy
		2. Smoking in University Premises
		3. Health and Safety Information for Employees/Workers
		4. Staff Personal Accident Insurance Scheme
	3. As a casual worker, during any assignment you will be expected to abide by the provisions of the Charter, Statutes, Regulations and Rules of the University, details of which may be consulted in the People and Culture Directorate, or University website, at any reasonable time.
	4. Where your assignment is to the Students' Union, the University reserves the right, in the interests of security, to search you and your personal belongings. This will only be under proper supervision and whilst on the University’s premises. Details of the Search Procedure are available from the Students’ Union.
4. Confidential information
	1. Except in the proper performance of your work (or as required by law), you will not, either during your engagement by the University or at any time after it ends, without the prior written approval of the University, use Confidential Information for your own benefit or for the benefit of any other person, firm, company or organisation (other than the University), or directly or indirectly disclose Confidential Information to any person (other than any person employed by the University whose province it is to have access to that Confidential Information).
	2. ‘Confidential Information’ means information which is not in the public domain, relating to the business, management systems, finances, transactions and affairs of the University, its trade secrets, information relating to the business, finances, dealings, transactions and affairs of any employee, worker or student, and any information which is identified to you by the University as being confidential or secret in nature or which ought reasonably to be regarded as confidential.
	3. The restrictions in these paragraphs will not apply to information disclosed for the purpose of making a protected disclosure within the meaning of Part VA of the Employment Rights (Northern Ireland) Order 1996.
5. University property
	1. All documents, materials, hardware and software provided to you by the University for use during an assignment, and all information and documents produced by you during an assignment, and produced, stored or maintained on the University’s computer systems or other equipment (including mobile phones, PDAs and tablets) are the property of University.
	2. At the end of each assignment (and at any other time when requested by the University) you must return to the University, or its representative, all property, equipment, records, correspondence, documents, files, Confidential Information and other information (whether originals, copies or extracts) belonging to, or in any way relating to the business and affairs of, the University which is in your possession or custody or under your control and all copies, extracts or summaries of such items, whether in a physical or electronic form. You must also delete, irretrievably, any information relating to the business of the University that you have stored on any electronic or digital storage or memory device that does not belong to the University and, if required, confirm to the University in writing that you have complied with your obligations under this paragraph.
6. Data protection
	1. The University will process personal data and sensitive personal data (also known as ‘special categories of personal data’) and criminal records data relating to you in accordance with its Data protection policy and its data protection privacy notice, available from the People and Culture Directorate. This processing is necessary for the purposes of this agreement.
	2. The University may monitor anyone engaged in the University in accordance with its policies relating to email, internet and communications systems and monitoring at work, available from the People and Culture Directorate.
	3. You will comply with your obligations under our data protection policies and other relevant policies, including in relation to criminal records information, internet, email and communications, information security, bringing your own device (BYOD).
	4. In certain circumstances, it may be necessary to transfer such Personal Data (including Sensitive Personal Data) outside the European Economic Area in accordance with the University’s data protection privacy notice.
7. Pension
	1. If assessed as eligible under the criteria contained within the legislation, you will be automatically enrolled in an appropriate qualifying pension scheme. If this is the case you will receive communication in this regard from the Pensions Office.
	2. You should note that the University reserves the right to change its chosen qualifying scheme.

* 1. If you are eligible, we are required to enrol you automatically into a pension scheme. Details will be provided to you as required by the law.
1. Termination
	1. If you wish the University to remove your name from its list of casual staff and/or no longer wish to be considered for casual work by the University you should notify the People and Culture Directorate, in writing, as soon as possible.
	2. The University reserves the right to remove your name from its list of casual staff if:
		1. you reject two or more successive offers of work or fail to attend for agreed assignments on two or more successive occasions; or
		2. you are unavailable for work for three or more weeks in aggregate other than in exceptional circumstances or with the University’s prior approval.
	3. The University may terminate this agreement with immediate effect, confirming in writing to you, if it reasonably considers that you have committed any serious breach of its terms or have committed any act deemed by the University to amount to gross misconduct. Examples of gross misconduct include (but are not limited to) theft, dishonesty, fraud, assault, fighting, act of violence or aggression, unacceptable use of obscene or abusive language (including language of a discriminatory nature), possession or use of non-prescribed drugs on University premises or during working hours, possession or consumption of alcohol on University premises or during working hours, other than on occasions approved by the University, serious incapability at work brought on by alcohol or non-prescribed drugs, wilful damage to the University’s property or the property of its employees or customers, suppliers or business partners, serious insubordination, falsification of records or other University documents, including those relating to obtaining work, unlawful discrimination, harassment or bullying, refusal to carry out reasonable management instructions, gambling, bribery or corruption, tax evasion facilitation, acts of indecency or sexual harassment, serious breach of the health and safety policies and procedures, or endangering the health and safety of a fellow worker or employee, client or third party, breach of the University’s policy regarding smoking, unauthorised access to or use of computer data or computer hardware, and any acts or omissions which might otherwise bring the University into disrepute.
2. Changes to terms and conditions for casual staff

The University may review its requirements for casual workers from time to time and/or may make changes to the terms and conditions upon which it offers casual work. If it does so, the University may end this agreement with immediate effect, confirming in writing to you. You will have no right to be offered another agreement.

1. DISPUTES
	1. As a casual worker, you are not subject to the University’s disciplinary and grievance rules and procedures for employees. Should the University have any concerns about your conduct or performance during an assignment we shall write to you inviting you to attend a meeting to discuss the matter.
	2. If you wish to raise a complaint about your assignment, you may do so by writing to the person set out in the Assignment Form, setting out details in full. The University will meet with you to discuss your complaint and an outcome will be provided.
2. Entire agreement

The terms set out in this agreement together with each applicable Assignment Form are the entire agreement between you and the University regarding your engagement as a casual worker. It is intended to fully reflect the intentions and expectations of you and the University in relation to your work for the University and you agree that it is an accurate record of the terms of the relationship. It replaces all previous agreements and arrangements (whether written or oral, express or implied) relating to your work for the University. Any variation to this agreement will only be valid if it is recorded in writing, signed by both parties and expressed to be such a variation.

1. Governing law

The validity, construction and performance of this agreement, and any claim, dispute or matter arising under or in connection with it or its enforceability, will be governed by and construed in accordance with the law of Northern Ireland.

Signed for and on behalf of Queen's University Belfast:

........................................................... Date:.....................................................

**Authorised Signatory**

By signing this agreement, you acknowledge that you have read and understood the contents and implications of this agreement and have had the opportunity to take advice on its terms where necessary.

Signed:

.......................................................... Date:.....................................................

[**insert WORKER name**]

1. ASSIGNMENT FORM

|  |  |
| --- | --- |
| **NAME** |  |
| **TITLE** | **Casual Worker** |
| **ASSIGNMENT TITLE** |  |
| **LOCATION** |  |
| **ASSIGNMENT DETAILS** |  |
| **NOMINATED PERSON** |  |
| **COMMENCEMENT DATE** |  |
| **DURATION** |  |
| **TERMINATION DATE** |  |
| **HOURLY RATE (GROSS)** |  |
| **HOURS OF WORK** |  |

You accept that this is an offer of casual work with the University. You accept that the University is under no obligation to offer you this work and that you are under no obligation to accept the work. You accept that this does not give you any employment rights, other than those to which workers are entitled.

You accept that in offering you this assignment, the assignment will be treated as an entirely separate engagement from any other work offered or undertaken by you on behalf of the University. You accept that, should you accept this assignment there will be no relationship between you and the University after the end of this assignment. If the University offers you work on one or more occasions, that gives you no legal rights and does not mean that you have entitlement to regular work from the University, or continuity of employment or otherwise.

Please sign, date and return to me the enclosed copy of this Assignment Form. By doing so, you acknowledge and reaffirm your understanding and agreement to Casual Worker Agreement entered into between you and the University.

Signed:................................................

[**ENTER NAME OF WORKER**]

Dated:................................................