**STATEMENT OF CASUAL ENGAGEMENT**

The University of York (the "University") offers you a casual engagement on the terms set out below.

**Status**

This agreement governs your engagement by the University as a casual worker. It is not an employment contract and it does not give you any employment rights, other than those to which workers are entitled.

**Work**

The University is not obliged to provide work for you to do. By entering into this agreement, you acknowledge that:

* the University offers no guarantee of any work at any time, or any minimum amount of work;
* you will work on an ‘as required’, flexible basis; and
* 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’).

**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 is under no obligation to give reasons for its decisions.

**Conditions of casual work offer**

It is a condition of the offer of work by the University 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 an assignment, at any time, without notice, if you do not have the right to work in the United Kingdom.

**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.

**Work**

The University may offer you work from time to time. The precise description and nature of the work required may vary between assignments and you may be required to carry out other duties to meet the needs of the University.

**Acceptance of assignments**

You do not have to accept any work offered by the University at any time.

Once you have accepted an offer of work, you must inform the University immediately if you will be unable to complete the assignment for any reason.

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.

**Remuneration**

You will receive the hourly rate stated in your letter of causal engagement (paid monthly, in arrears) for those hours you work. Any payment due is subject to you submitting timesheets, duly authorised, detailing the hours worked. Payment will be made monthly in arrears by direct credit transfer (BACS) to a UK bank account designated by you on the last working day of the month (the pay date may differ in December).

The University will make all necessary deductions from payments made to you as required by law, including 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.

**Hours of Work**

Your hours of work during an assignment will vary depending on the needs of the University. Your hours for each assignment will be agreed with the department concerned.

**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.

**Termination**

If you no longer wish to be considered for casual work by the University you should notify the relevant department, in writing, as soon as possible.

The University may terminate this agreement with immediate effect by giving notice in writing to you if it reasonably considers that you have committed any serious breach of its terms or have committed any act inconsistent with your ongoing engagement. Examples of acts deemed to be misconduct/gross misconduct are available at:-

<https://www.york.ac.uk/admin/hr/policies/hr-procedures/disciplinary/procedure/#appendixA>

**Criminal Convictions**

If during the course of your engagement, you commit a criminal offence, are bound over, cautioned or subject to criminal proceedings which might lead to a criminal conviction, binding over or caution, you are required to inform the Department at the earliest opportunity.

**Sickness**

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 relevant department 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.

You will 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.

**Holiday**

You may be offered work on statutory and public holidays.

You will accrue holiday in accordance with the Working Time Regulations. Individuals engaged on a casual basis accrue holiday pay at the rate of 12.07% of their hourly rate. This will be paid on an ongoing basis throughout the casual engagement. When using the electronic casual pay claim form, this holiday pay will be calculated automatically. No additional payment is due in respect of public holidays or any other days when the University may be closed.

Any leave days taken during this engagement must be by prior arrangement with the department in which you are working.

**Pension**

In line with legislation, the University is required to automatically enrol its workers into a qualifying pension scheme under certain circumstances. The University uses The People’s Pension scheme for this purpose, which is provided by B&CE. The University will share relevant information with B&CE so that they can administer the pension scheme.

The People’s Pension is an occupational pension scheme which provides a simple and straightforward way to save towards an income for when you are older.

If you are a member of the scheme, we will deduct contributions directly from your pay each month. If you are eligible then the University will also make contributions and you will receive tax relief on your contributions from the Government.

For further details please see Schedule 1 to this agreement.

**Acceptable Use of IT Equipment and Services**

You are bound by regulations for the use of computing facilities (Regulation 11 of the University Regulations) as amended from time to time. Misuse of computing facilities may result in termination of this agreement.

You acknowledge that it is necessary for the University to protect its interests by monitoring computer usage and all communications on its networks (including office telephone networks, mobile telephones usage, social media and email systems). You understand and accept that the University collects information on all internet user accounts, social media, email activity and call details and that this information is periodically reviewed by authorised staff to ensure compliance with the University's policies and to detect any unauthorised use of the University's IT infrastructure and systems.

Further details are available at: -

<http://www.york.ac.uk/about/organisation/governance/corporate-publications/ordinances-and-regulations/regulation-11/>

**Confidentiality and Personal Data**

You will be bound by the provisions relating to confidential information and personal data set out in schedule 2 to this agreement.

**University rules and procedure**

When you are working on an assignment, you must comply with the relevant University rules, policies and procedures in force. These can be found on the University website. In particular, you should note the following:

Equality and Diversity in Employment

<https://www.york.ac.uk/admin/hr/policies/equality-diversity/employment-policy/>

Code of Practice on Harassment

<https://www.york.ac.uk/admin/eo/Harassment/code.htm>

Personal relationships

<https://www.york.ac.uk/admin/hr/policies/hr-procedures/personal-relationships/policy/>

Health, Safety and Welfare

<https://www.york.ac.uk/admin/hsas/safetynet/Health%20Safety%20and%20Welfare%20Policy%20Statement%20(VS2.2%20-%20Feb%2017).pdf>

**University property**

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 the University.

Any property and any original or copy documents, software or data (however recorded and whether retained electronically or on paper or otherwise) in your possession belonging or relating to the University shall be returned to the Head of Department or nominated line manager at any time on request and in any event on the termination of the assignment.

**Intellectual Property Rights**

For the duration of your engagement you will be bound by the University Regulations relating to intellectual property (Regulation 12 of the University regulations) as amended from time to time.

**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 by giving notice to you. You will have no right to be offered another agreement.

**Entire agreement**

The terms set out in this statement and your offer of casual engagement letter 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.

**Schedule 1**

**Pension**

In line with legislation, the University is required to automatically enrol its workers into a qualifying pension scheme under certain circumstances. The University uses The People’s Pension scheme for this purpose, which is provided by B&CE[[1]](#footnote-1). The University will share relevant information with B&CE so that they can administer the pension scheme.

If you are enrolled into the scheme, we will deduct contributions directly from your pay each month. The University will also make contributions if you are eligible for them under the criteria below and you will receive tax relief on your contributions from the Government.

You can get more information about The People’s Pension at: [www.thepeoplespension.co.uk/employees](http://www.thepeoplespension.co.uk/employees)

**How will automatic enrolment affect you?**

Whether you will be automatically enrolled into The People’s Pension will depend upon your age and your pay from the University of York. You will be automatically enrolled and start to make contributions if:

* You are 22 years old or over; and
* You are under State Pension age; and
* You earn more than the earnings trigger of £833 per month; and
* You usually work in the UK.

If you fulfil the criteria above you will be automatically enrolled into The People’s Pension on starting your engagement. Please look out for the joiner pack which you will receive at your home address within two weeks of making your first contribution and which will confirm that you have been automatically enrolled.

If you do not fulfil all the criteria on the date that your engagement begins, you will be re-assessed on a monthly basis and will be automatically enrolled into the scheme from any month in which the criteria are met. Once you are enrolled into The People’s Pension, and if you don’t opt out, you will remain a member for as long as you work for the University, even if your earnings fall below the earnings trigger.

**What happens if you are automatically enrolled?**

When you are automatically enrolled into The People’s Pension, the money you contribute is combined with money from the Government and money from the University of York. So, for example, each month:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Image result for person clip art  You contribute £15 | **+** | You get £3 tax relief | **+** | University of York contributes £30 | **=** | **£48 paid into your pension** |

Your joiner pack from B&CE will include a letter detailing how much will be put into The People’s Pension each month to reflect your circumstances, and you can find out more information about contribution rates from the University’s pension website:

<https://www.york.ac.uk/admin/hr/browse/pensions/peoples-pension>

**Online access to your pension**

You will need to set up your online account with The People’s Pension to manage your pension. By setting up your online account with The People’s Pension, you can keep track of how your pension is performing and change where your money is invested. Go to [www.thepeoplespension.co.uk/setup](http://www.thepeoplespension.co.uk/setup) to set up your online account. You will need your customer number (which will be in your joiner pack) and your national insurance number.

**Opting out**

You don’t have to be a member of The People’s Pension if you don’t want to be. If you are automatically enrolled you will still be able to choose to opt out if you think that saving into a pension is not right for you. Details of how to opt out will be contained within your joiner pack which you will receive at your home address within two weeks of making your first contribution. You cannot opt out until you have received this pack.

**What happens if you are not automatically enrolled?**

If you don’t meet the criteria to be automatically enrolled into The People’s Pension, but you wish to be a member of a pension scheme, you can ask to opt in.

To opt in you can either fill out the form available at [www.york.ac.uk/admin/hr/pensions/peoples-pension/contribution-rates/](http://www.york.ac.uk/admin/hr/pensions/peoples-pension/contribution-rates/) or provide us with a signed letter indicating that you wish to opt into the scheme (or an e-mail, which must include a statement that you have personally sent it to us). We will then make arrangements for you to become an active member of The People’s Pension from the next available payroll run.

To opt in, write to:

The Pensions Team

Heslington Hall, H/B30

York

North Yorkshire

YO10 5DD

[pensions@york.ac.uk](mailto:pensions@york.ac.uk)

Please note that membership of a pension scheme does not imply a contract of employment and does not confer any employment rights.

If you have any questions about pensions at the University of York, please contact the Pensions Office at [pensions@york.ac.uk](mailto:pensions@york.ac.uk) or on 01904 32 4805.

You can get more information about automatic enrolment at: [www.gov.uk/workplace-pensions](http://www.gov.uk/workplace-pensions)

**Schedule 2**

**Confidentiality and Personal Data**

**Confidentiality**

"**Confidential Information**" means:-

(a) all information not in the public domain which relates to the business, finances, transactions, affairs, products, services, processes, equipment or activities of the University;

(b) all information which is designated by the University as confidential;

(c) all information which is generated by you and/or comes to your knowledge in the course of your engagement and which, by reason of its character and/or the manner of it coming to your knowledge, is evidently confidential;

(d) all Employment Inventions and Employment Intellectual Property Rights; and/or

(e) all information which relates to the business, finances, transactions, affairs, products, processes, equipment or activities of any actual or potential associated partners or other persons which has been given to the University in confidence.

You are required to abide by the University’s policies relating to data protection and information security, as amended from time to time. Further details are available at: <https://www.york.ac.uk/about/departments/support-and-admin/information-services/information-policy/index/safe-use-of-information-on-devices/#tab-2>

Failure to maintain the security of confidential information may result in termination of the engagement.

Except in the proper performance of your duties (or as required by law), you will not, either during your engagement or at any time after the termination of your engagement, without the prior written approval of the University, use Confidential Information for your own benefit or for the benefit of any other person or organisation (other than the University) or directly or indirectly disclose Confidential Information to any person (other than an employee of the University who is permitted to have access to that Confidential Information).

During your engagement you will:

* use your best endeavours to prevent the unauthorised publication or disclosure by third parties of any Confidential Information; and
* not make (otherwise than as is required as part of your engagement with the University) any notes, memoranda, records, tape recordings, computer programs, photographs, plans, drawings or any other form of record (whether electronic or paper) relating to any matter within the scope of the operations of the University or concerning any of the dealings or affairs of the University.

The restrictions contained in this clause will not apply to any Confidential Information or other information which (i) (otherwise than through your default) becomes available to, or within the knowledge of, the public generally; (ii) which the University agrees you can disclose; or (iii) to information required to be disclosed for the purpose of making in good faith a protected disclosure within the meaning of Part IVA of the Employment Rights Act 1996, or to a relevant pay disclosure made in compliance with section 77 of the Equality Act 2010.

On the termination of your engagement (or earlier if so requested) you will return to the University all reports, manuals, files, disks, records, accounts, documents or other material containing Confidential Information and/or relating to the University (whether or not containing Confidential Information), and any car, keys, swipe cards, laptops, mobiles or other electronic devices or any other property of or relating to the University. You further agree to delete or destroy any other copies (whether electronic or paper) of any documents containing Confidential Information and/or relating to the business of the University and not to retain any copies (in any format) of any such document.

**Personal Data**

In relation to personal date the following definitions shall apply:

"**Data Protection Legislation**" means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data to which the University is subject.

"**Data Controller**", "**Personal Data**", **“Sensitive Personal Data”, “Special Category Data”** and "**processing**" shall have the meaning set out in the Data Protection Act 1998 (DPA)and the General Data Protection Regulation (GDPR) and "**process**" and "**processed**" shall be construed accordingly;

"**Special Category Data**" shall mean Personal Data that reveals such categories of data as are listed in Article 9(1) of the GDPR[[2]](#footnote-2).

You shall at all times during your engagement with the University act in accordance with the Data Protection Legislation.

You agree to provide the University in its capacity as Data Controller with all Personal Data relating to you which is necessary or reasonably required for the proper performance of this agreement and in connection with your engagement. This includes the performance of the University's responsibilities as your employer (e.g. the provision of your rewards package and/or pension scheme and maintaining records of attendance, health, discipline and grievances), the administration of the engagement relationship (both during and after the engagement); the conduct of the University's business and/or functions and/or where such provision is required by law (the "**Authorised Purposes**").

You agree to inform the relevant department and payroll department promptly of any change in your personal circumstances which will require the University to update its records.

In order to keep and maintain accurate records relating to your engagement, it will be necessary for the University to record, hold and process Personal Data (including Sensitive Personal Data), relating to you held in manual and electronic form which is subject to the Data Protection Legislation. The University may disclose this data to third parties where this is necessary or reasonably required to achieve one or more of the Authorised Purposes. Such third parties include without limitation:

* Third party service providers, including payroll, benefits, occupational health, IT service providers and pension providers;
* Professional advisors for the University;
* HM Revenue & Customs or other authorities;
* Third parties for the purposes of the University's publicity and marketing.

In certain circumstances, it may be necessary to transfer such Personal Data (including Sensitive Personal Data/Special Category Data) outside the UK. The University shall take reasonable steps to ensure an adequate level of protection for all Personal Data (including Sensitive Personal Data/Special Category Data) transferred outside the UK.

Where it is necessary or reasonably required to achieve one or more of the Authorised Purposes, the University may process your Personal Data, including Sensitive Personal Data/Special Category Data (including without limitation any self-certification forms or medical certificates supplied to the University to explain your absence by reason of illness or injury, any records of sickness absence, any medical reports or health assessments, any details of any disabilities, any details of your trade union membership, any information relating to your gender, religious or other beliefs, race or ethnic origin and any information relating to any criminal convictions or any criminal charges secured or brought against you). In particular, this includes your line manager / supervisor having access to relevant Personal Data such as your home address, home/mobile telephone number, marital status record, emergency contact details and absence records.

To the extent the University is not otherwise lawfully permitted to process your Sensitive Personal Data/Special Category Data for one or more of the Authorised Purposes, you explicitly consent to the University processing your Sensitive Personal Data/Special Category Data where this is necessary or reasonably required to achieve one or more of the Authorised Purposes.

Data will also be used in an anonymous format to provide statistics and management information that will enable the University to monitor the effectiveness of its policies and procedures. The University is also required to supply data to external bodies such as the Higher Education Statistical Agency (HESA) in an anonymous format, i.e. without disclosing your identity.

Further details are contained in the data protection notice available at: <https://www.york.ac.uk/admin/hr/temporary-workers/using-casual-workers/registration/>

You must ensure that you are fully aware of the University’s policies related to data protection and data security, including the University's:

* Records Management Policy
* Policy for the Safe Use of University Information on all devices

and you agree that you shall comply with the above policies and any other policy introduced by the University from time to time to comply with the Data Protection Legislation.

1. Building and Civil Engineering Benefit Schemes [↑](#footnote-ref-1)
2. **GDPR Article 9.1**

   1. Processing of personal data revealing racial or ethnic group origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person’s sex life or sexual orientation **shall be prohibited**.

   [↑](#footnote-ref-2)