



University of Brighton

Human Resources

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Casual Agreement

This agreement sets out the terms and conditions of service for casual appointments with the University of Brighton. The University's requirement for staff fluctuates. This document sets out the terms on which you and the University enter into a casual work agreement. It will be assumed that you accept the terms of this agreement unless we hear from you otherwise.

Terms of the appointment

This agreement governs your engagement from time to time by the university as a casual worker. Each engagement will be on a casual, hourly paid basis. This is not an employment contract and you will not be an employee of the university. This arrangement does not give you any employment rights other than those to which workers are entitled. The services you provide to the university are on an ad hoc and casual basis. The university will try to give you as much notice as possible when offering work, but there is no obligation on the part of the university to provide such work and you are not entitled to a minimum number of hours per day, week or year. You do not have to accept any work so offered. If there is a period of inactivity where you have not worked, you may be removed from our systems.

If the University does offer you work (the "assignment") and you accept it, you are required to complete it to the University's satisfaction. Where the University offers an assignment to you, it does not give rise to a presumption that it will offer you further assignments.

Each offer of work will be treated as an entirely separate 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.

Conditions of engagement

If you are studying with the University, it is important that your hours of work do not prevent you attending classes, seminars or other activities required by your academic school or research funding body.

Students under a **Tier 4** (general) Student Visa have restrictions placed on their work activity. Students under Tier 4 are permitted to:

- Work up to 10 – 20 hours per week *during term time* (in accordance with the holder's visa)
- Work full time during vacations

For most students, vacation periods when you can work full time are the period when you are not required to be studying. These dates are usually based around the university's calendar with vacations at Christmas, Easter and in the summer. However, where courses do not follow the usual August/September pattern, term time means any period when you are supposed to be doing academic work. For example, when you should be:

- attending classes and lectures
- preparing for exams
- doing coursework
- writing essays, a dissertation or thesis

If this is the case, you must restrict your casual work to 20 (or 10) hours per week during any period when you are supposed to be studying. It is very important that you check your visa conditions and check with the Student Visa Compliance Team or HR if you are not sure. Working more hours than you are permitted is a breach of your visa conditions.

Please note the academic year for **research/PhD students** is continuous throughout the year. It is not therefore possible for a research/PhD student to work full time until after the submission of their thesis.

If you have a **Tier 2** visa, please exercise caution if you are taking on an additional role as you will only be able to undertake supplementary work if it meets UKVI regulations (<https://www.gov.uk/tier-2-general/second-job>). If you are unsure, you should contact the HR Department at hrrecruitment@brighton.ac.uk prior to undertaking any work for the University.

Hours of work

Actual hours will be discussed with you at the point at which any assignment is offered. Where your working time/assignment is for more than 6 hours, you are required to have an uninterrupted rest break of not less than 30 minutes. This break is unpaid. Hours worked under this agreement will be variable, will not exceed 37 hours/week and normally not include Saturdays and Sundays. Occasionally, working hours may include weekend working (e.g. Open Days).

Pay

You will be paid according to the relevant grade on the last working day of each month, on the basis of a claim form being submitted. Payment is made into the bank account provided by you. Your pay will be calculated according to the number of hours that you work, subject to deductions for tax and national insurance contributions. You will receive your pay monthly in arrears by direct credit transfer to your bank account.

An itemised pay statement of your earnings and deductions will be sent to you on your normal pay date to the address provided by you. The university also reserves the right to deduct any sums that are owed by you, including any overpayments. Any overpayment made to you in error would normally be recovered by the university, including deductions from subsequent salary payments. Such action would not be taken without prior communication with you regarding the sum(s) to be deducted.

Pay/Claim

Your fully authorised claim form must be submitted to Payroll no later than the dates here: [Pay and cut-off dates](#). A link to the claim form can be found [here](#).

An earlier submission of claims will be required before the Easter and Christmas holiday periods but, as payroll deadlines can occasionally vary at other times of the year, please always check payroll deadlines with your school/department.

Annual leave

As your hours of work are variable and unpredictable, you will receive rolled up holiday pay in addition to your hourly pay. Your holiday pay will be paid to you at the same time as you receive payment for your casual work once you've added it to your claim form (see further information below). This will mean you will have extra pay and will be able to use it when you want to take time off work.

Holiday pay will be calculated on the basis of 28 days (inclusive of 8 bank holidays) or 5.6 weeks' holiday per leave year pro rata and will be calculated according to how many days you have actually worked. It will be paid at 12.07% for each hour worked and will be shown separately on your payslip (for example, if your hourly rate is £10.00, you will receive an extra £1.21 per each hour worked). You will need to add your holiday pay to your claim form. Examples of how to calculate your holiday and what to put on the claim form are below. Please show your calculation for holiday so we can see it has been included as shown in 'what to put on the timesheet' below.

Hours worked & calculation	Holiday hours to be added to your claim form	What to put on the timesheet
9 hours x 12.07% = 1.08	1.08	9 hours & 1.08 (holiday) = 10.08
20 hours x 12.07% = 2.41	2.41	20 hours & 2.41 (holiday) = 22.41
4 hours x 12.07% = 0.48	0.48	4 hours & 0.48 (holiday) = 4.48
7 hours x 12.07% = 0.84	0.84	7 hours & 0.84 (holiday) = 7.84

Sickness

If you become sick during an assignment you have agreed to work, you must advise your manager by 9.30am on the first working day of your absence of the fact of your absence, the reason for your absence, and how long you expect to remain absent. You must keep your line manager informed of subsequent sickness absences.

You may be eligible for Statutory Sick Pay if you meet the qualifying conditions. Further information can be found here <https://www.gov.uk/statutory-sick-pay>. You will need to complete a [Self Certification Form](#) and send it to the University's payroll department (payhelp@brighton.ac.uk). You will not be entitled to any other payment from the university.

Family friendly benefits

You may be eligible for maternity, adoption or other family friendly benefits if you meet the qualifying conditions. Further information can be found by following this link: <https://www.gov.uk/browse/employing-people>

Pension Scheme

The University will automatically enrol you into a workplace pension, the LGPS, (Local Government Pension Scheme) and make contributions to your pension if you're aged between 22 and [State Pension age](#) and are earning more than £833 per month. Alternatively, you can request to join the LGPS voluntarily. We will write to let you know when you have been automatically enrolled into the scheme. You can find out more information about workplace pensions here: <https://www.gov.uk/workplace-pensions>.

Confidentiality either during or at any time after your assignment disclose any trade secrets or other confidential information relating to the university or any of its activities including those in respect of which the university owes an obligation of confidence to any third party.

"Confidential Information" means trade secrets and details of and information relating to employees, students of the university, matters of Health and Safety, and any information, the release of which would damage the university's commercial interests, endanger staff or students together with any information that is legally privileged. It also means any information which you are told is confidential, any information that is treated as confidential and any information in respect of which the university has a duty of confidentiality to a third party. Confidential Information also includes any and all information which the university is not obliged to release under the Freedom of Information Act 2000 (the Act) and where you are uncertain whether a piece of information falls within the Act you will not disclose such information unless and until you have received advice from the university's Data Protection Officer.

In accepting this assignment, you agree that during your assignment you will:

- not without proper authority remove from the university's premises, any confidential information

- if the university requests, electronically delete or otherwise destroy all confidential information in your possession or under your control and destroy all other documents and tangible items (including back-ups and/or extracts of them) in your possession or under your control which contain or refer to any confidential information.

Documentation

Finally, please complete the following:

- The [Payroll Information Form](#) and return it via your university email account to Payroll - payhelp@brighton.ac.uk or send it by post to the Payroll Department, University of Brighton, Mithras House, Lewes Road, Brighton.

Personal details

It is very important that you notify the HR Department of any change of personal details such as address, and telephone number for our records. In addition, please notify the Payroll Helpdesk (email above) if you change your bank details or, *very importantly*, if you will no longer be undertaking casual work and need your P45.

If you have queries about this agreement, contact hrrecruitment@brighton.ac.uk. Any queries about the assignment or the training/support you may need to do the role should be discussed with the recruiting manager.

Finally, we hope you enjoy your casual role at the University.