TERMS AND CONDITIONS OF SERVICE FOR CASUAL WORKERS

1 Scope of Contract
This contract may be used for the employment of staff in any capacity. The contract will normally only be issued for employment up to 15 weeks* duration. Where there has been continuous employment in excess of 15 weeks, with some exceptions, without a break in service for a non-student or staff member the Casual Worker should transfer to a contract appropriate to the job. If the total number of hours worked per month (either agreed in advance or recorded by time sheet) is four or less, employment will continue to be regulated by this contract.

* may be extended for a further one or two weeks in extenuating circumstances.

2 Hours of Work
(a) Hours worked cannot exceed full-time, 36.25 per week, irrespective of the number of contracts/posts the individual has with the University.

(b) Where applicable, an individual on a student visa (Tier 4) can only work for up to 20 hours per week during term-time; during vacation periods, full-time hours can be worked.

(c) Timesheets received after each month’s cut-off date will be paid the following month. Cut-off dates can be found at: www.st-andrews.ac.uk/staff/money/Salaries/dates/.

3 Holidays
(a) The Casual Worker will currently be eligible for the pro rata equivalent of 28 days paid holiday per annum. Holidays must be taken at times agreed by the Head of School/Unit or delegate. Any holiday that has not been taken by the end of the contract will be reimbursed at the stated hourly rate of pay. Where by the end of the contract, the Casual Worker has received more paid leave than is due, the University will deduct the excess paid leave from any pay still due. Where this is not possible, the Casual Worker will arrange to repay the required amount within fourteen days of the expiry of the contract. The calculation for holiday hours accrued is as follows:-

Hours worked x 12.07% = prorated holiday hours accrued

(b) Heads of Schools/Units must submit to Salaries details on a timesheet, of any holiday pay due to the Casual Worker at the end of the contract. Such pay will only be made if authorised by the Head of School/Unit/Principal Investigator on a timesheet: https://www.st-andrews.ac.uk/hr/salariesandpensions/timesheet/

(c) Please note if payment for holidays has not been made, the Casual Worker should raise this with their School/Unit. Any claims for payment must be made within a 3 month period of the contract ending; otherwise the payment will not be made. Holiday entitlement can be calculated using the following link: https://www.st-andrews.ac.uk/staff/money/holidaycalculator/
4 **Statutory Pay**

Subject to eligibility requirements set out in the legislation in force from time to time, Casual Workers may be entitled to certain statutory leave and/or pay in the event of absence, for example

(a) If you are sick for more than 3 days, you may be entitled to Statutory Sick Pay (SSP) on the 4th day and thereafter for 28 weeks if your AWE (average weekly earnings) are £118 or more. [https://www.gov.uk/statutory-sick-pay](https://www.gov.uk/statutory-sick-pay)

When absent due to sickness the Casual Worker must inform the supervisor in accordance with the University’s standard absence procedures. Details of the Sickness Absence Policy can be viewed at: [https://www.st-andrews.ac.uk/policy/staff-annual-leave-and-other-absence-ill-health/internal/sickness-absence-policy.pdf](https://www.st-andrews.ac.uk/policy/staff-annual-leave-and-other-absence-ill-health/internal/sickness-absence-policy.pdf)

(b) If you become pregnant you may be entitled to Statutory Maternity Pay (SMP). [https://www.gov.uk/maternity-pay-leave/eligibility](https://www.gov.uk/maternity-pay-leave/eligibility)

(c) If you are the partner/child adopter/intended parent of a child, you may be entitled to Statutory Paternity Leave (SPL). [https://www.gov.uk/paternity-pay-leave/eligibility](https://www.gov.uk/paternity-pay-leave/eligibility)

Please contact Salaries for further information

5 **Superannuation**

If you are over aged 22 and below State Pension Age, and currently earn over an agreed minimum per month, by law, the University must automatically enrol you into NOW: Pensions. However, you can elect to opt out. For more information, please refer to the Pensions webpage:[http://www.st-andrews.ac.uk/staff/money/pensions/](http://www.st-andrews.ac.uk/staff/money/pensions/)

6 **Resignation and Termination**

(a) The contract is a temporary time bound one and where it has run its full course, no notice shall be required.

(b) Either party may terminate the contract before the contract end date by providing one week’s notice in writing.

(c) Notwithstanding the provisions of sub-paragraph (a) above, the appointment may be terminated summarily in the event of misconduct or serious breach of duties.

7 **Trade Union Membership**

The Casual Worker has the right to join a Trade Union and take part in its activities. The University Court recognises the University and College Union (UCU), Unite and Unison.

8 **Discipline and Grievance**

The Casual Worker is subject to the discipline and grievance procedures which are currently approved by the University. Full details are available from Human Resources.

9 **Health and Safety**

In compliance with Section 2(3) of the Health and Safety at Work Act 1974, the University Court has approved a statement of University policy with regard to health and safety of its workers. Copies of this statement may be consulted within Schools/Units or obtained from the Safety Office.
10 Entitlement to Work in the UK
The University is legally required under the provisions of the Immigration, Asylum and Nationality Act 2006 to verify, prior to the commencement of employment, that any individual undertaking work for the University, regardless of duration and contractual status, is eligible to work in the UK. Failure to adhere to this may lead to the University losing its licence to employ migrant workers and a civil penalty of up to £20,000 per illegal worker can be imposed.

Please refer to the guidance notes on the HR website at https://www.st-andrews.ac.uk/staff/policy/immigration Right to Work documentation must cover the entire period of the agreement, no exemption is given.

If you have any queries about an individual’s right to work in the UK, please contact Human Resources prior to issuing any contract on ext 2497 or hrimmigration@st-andrews.ac.uk.

11 Disclosure
Where appropriate to the role(s), you will be required to undertake a Disclosure Scotland Criminal Records Check.

12 Validity
The contract is valid only if signed by the Head of School/Unit or Authorised Delegate and the Casual Worker.

I accept the offer of the Casual Contract and hereby agree to the above terms and conditions.

Signed: ……………………………………………………… Date: …………………………………………………
Casual Worker

Print Name: …………………………………………………
Casual Worker