

# CASUAL WORKER AGREEMENT FOR STUDENT WORKERS

This Agreement sets out the main terms and conditions for students undertaking casual work with Cardiff University (CU) and Cardiff Union Services (CUSL) directly or through the Jobshop.

NAME OF CASUAL WORKER:

STUDENT NUMBER:

DATE OF COMMENCEMENT OF AGREEMENT:

## Terms of the Appointment

1. This Agreement is made with Cardiff University (CU) and Cardiff Union Services (CUSL), to whom you are jointly contracted as a casual worker.
2. The services you are to provide are on a casual and ad hoc basis. This means that whilst CU/CUSL will try to give you as much notice as possible when offering work, there is no obligation on the part of CU/CUSL to provide such work and no obligation on you to accept any work so offered.
3. You must ensure that you have the necessary authority to work in the United Kingdom and observe any visa restrictions which limit the number of hours you are permitted to work. Students on a Tier 4 visa are restricted to either 10 or 20 hours work per week (please check your Biometric Residence Permit for details) and must not exceed this limit (the working week is Monday-Sunday).

## Job Title and Duties

4. Given the nature of this casual work, your duties will vary in accordance with the requirements of CU/CUSL.

## Hours of Work

5. This Agreement carries no fixed hours per week. Working times and hours will vary according to each period of work for which you are required.
6. You are to ensure that your hours of work do not prevent you from attending classes, seminars or other activities required by your academic department. The University recommends that students do not undertake casual work in excess of 15 hours per week.

## Pay

7. You will be paid an hourly rate, which will be at least the adult National Minimum Wage regardless of age. Weekends and public holidays are classed as standard working days for pay purposes. Wages are calculated on an hourly basis and are paid fortnightly in arrears. Payments are made via BACS directly into UK bank accounts. You are required to check your pay advice slips and report any under/over payments.
8. The Jobshop or your departmental supervisor will inform you about the arrangements for completion and submission of time sheets for work undertaken.
9. Income Tax and National Insurance will be deducted as appropriate. You are required to complete a P46 tax form on appointment.
10. In addition to your basic rate of pay, you will receive holiday pay for the proportion of holiday accrued when working. The payment will be calculated on a pro rata basis in relation to the number of hours you have worked against the full-time equivalent holiday entitlement of 28 days per year. This payment will be shown separately on your pay slip.

## Pensions

11. CUSL use the National Employment Savings Trust (NEST) to provide auto enrolment pension. Full details are appended to this Agreement. It is your responsibility to read this information.

## Termination of the Agreement

12. This Agreement will terminate automatically without the need for either side to give notice in the event that for any reason you do not undertake any work via CU/CUSL for a period of 12 weeks.
13. Nothing in this Agreement prevents CU/CUSL from terminating your employment summarily or otherwise in the event of unsatisfactory performance or any serious breach of the terms of your employment or any act of gross misconduct or gross negligence by you.

## Sickness and Absence

14. If you are not able to attend a pre-arranged shift due to illness or for any other reason, you are to inform the Jobshop and your supervisor, giving as much notice as possible. Statutory benefits in respect of sick pay and maternity leave may be applicable.

## Criminal Convictions

15. You are required to declare any 'unspent' criminal convictions prior to signing this Agreement and to inform CUSL/ CU if you are charged with any criminal offence during the period of your casual employment.

## Performance and Behaviour

16. You are required to maintain a satisfactory level of performance and behaviour at all times, please see: **[intranet.cardiff.ac.uk/students/study/your-rights-and-responsibilities](http://intranet.cardiff.ac.uk/students/study/your-rights-and-responsibilities)**.

## Confidentiality and Fidelity

17. This Agreement is founded upon trust and confidence. Any breach of this will be viewed seriously and may result in termination of the contract. This includes the unauthorised disclosure of confidential information and the communication of information or material which may be considered as constituting a breach of trust or confidence.

## Processing of Your Personal Data

18. In the course of your engagement as a casual worker, it will be necessary for the Jobshop to process personal data relating to you. A full explanation of how we use your personal data and your rights in relation to your personal data are set out in CUSL's Privacy Notice, which is available to view on the Jobshop website. For the avoidance of doubt, the Privacy Notice does not form part of, and is not incorporated into, this Agreement, and it may be varied from time to time by CUSL. You will be informed of any such changes.

## By signing this Agreement:

- You agree to use all reasonable endeavours to keep the Jobshop informed of any changes to your personal data.

- You agree to comply with CU/CUSL's data protection rules and procedures when handling personal data in the course of your work, including personal data relating to any student, employee, casual worker, contractor, customer, client, supplier or agent of CU/CUSL.

## Grievances

19. If you have a grievance in relation to your employment, you should inform the Jobshop (or, if working for the Students' Union, the Head of Department).

## Health & Safety

20. You have a duty to take reasonable care to avoid injury to yourself or to others at work and to co-operate with management in the discharge of their statutory duties in respect of Health & Safety arrangements. You are required to familiarise yourself with the Health & Safety arrangements for the department, section or location at which you work, which will be brought to your attention by your manager or supervisor on commencement of employment.

## Smoking

21. You are not permitted to smoke at any CU/CUSL premises or at the premises of other organisations where you undertake casual work under this Agreement.

## Collective Agreement

The terms and conditions relating to this Agreement are determined jointly by CU and CUSL. **Please sign and return one copy of this agreement to the Jobshop.**

### Confirmation of acceptance by the student

NAME:

SIGNATURE:

DATE:

### Signed on behalf of Cardiff University & Cardiff Union Services Ltd

NAME:

SIGNATURE:

DATE:

# Attachment to Student Casual Worker Agreement

## Pensions Information

Dear Student Employee, please take the time to read the following information regarding pension provision.

In order to encourage individuals to save for retirement, the concept of automatic enrolment (auto-enrolment) has been introduced.

We offer NEST (National Employment Savings Trust) as our workplace pension scheme provider to meet our employer duties and help you put money aside for your retirement.

You can contribute to your retirement pot and we'll contribute too. You'll also normally get extra money from the government through tax relief as well, providing you're making contributions.

If we don't have your National Insurance number, NEST won't be able to claim tax relief on your behalf, so please make sure you've given it to us to avoid missing out on any extra money.

Currently, basic rate tax relief is 20%. That means for every £1 of your contribution, you could get 20p paid by the government.

We'll automatically enrol you in NEST if you're:

- Aged at least 22 but under State Pension age.
- Working (or if you ordinarily work) in the UK.
- Not already a member of a qualifying workplace pension scheme we provide.
- Earning more than £384\* in any fortnight (we will monitor this each week).

At the first instance you fulfil the above criteria, we will enrol you in the scheme.

You can also ask us to enrol you if you are:

- Aged at least 16 but under 22, or at least State Pension age but under 75.
- Working (or if you ordinarily work) in the UK.
- Earning more than £384\* in any fortnight (we will monitor this each week)

You'll just need to tell us in writing that you'd like to become a member and sign your written request. You can do this by email if you prefer, as long as you say in the email that you've personally submitted the notice. Email requests to join should be sent to [unistaffpayroll@cardiff.ac.uk](mailto:unistaffpayroll@cardiff.ac.uk)

\*These figures refer to tax year 2018-2019 and may vary in subsequent years.

Once you have been enrolled, contribution levels will be paid as follows:

- Employer contributions\*: 2% of earnings between the Lower Earnings Limit (LEL)\*\* and the Upper Earnings Limit (UEL)\*\*.
- Employee contributions\*: 3% of earnings between the LEL\*\* and the UEL\*\*.
- \*Employer contributions are due to rise to 3% and employee contributions to 5% from 6th April 2019.

\*\*Current values for the LEL and UEL can be found at [www.hmrc.gov.uk](http://www.hmrc.gov.uk)

Tax relief may be available on employee contributions and NEST will apply these to your contribution pot automatically.

Please check the address that appears on your payslips is correct, as this address is the one we will send to NEST. If this address is out of date or you are unable to retrieve mail from this address, you should let us know immediately.

# Frequently Asked Questions

## Can I opt out of auto-enrolment?

If you qualify for auto-enrolment, we have to enrol you.

If you decide that you don't want to put money aside for your retirement just yet, you have the right to opt out. You must do this within the opt-out period, which is usually one month from the date your enrolment begins. NEST will write to you shortly after your auto-enrolment to tell you about your one-month opt-out period. To opt out, you'll need your NEST ID. This will be in the letter NEST sends to you. Once you've received your NEST ID, there are several ways you can opt out.

You can opt out by:

- Visiting [www.nestpensions.org.uk/member-hub](http://www.nestpensions.org.uk/member-hub) and following the information on screen.
- Calling NEST on 0300 020 0090 and following the automated instructions.
- Calling NEST on 0300 020 0090 and requesting a paper opt-out form which you'll need to sign and give to us.

When you opt out online or by telephone, you'll be asked to confirm that you want to opt out and that you are personally submitting the opt-out notice.

## What happens if I opt out?

Opting out means you'll be treated as though we had never enrolled you into the scheme. Once a valid opt-out notice is received, we'll refund any member contributions you've made through your pay.

If you change your mind after opting out, you can opt back in again if you want to. We

have a duty to make that happen once in any 12-month period if you ask us to.

If you choose to opt out, you'll normally be automatically re-enrolled back into the pension at a later date. This is usually every three years and will also happen if you stay in NEST but stop making contributions.

## How do I stop making contributions?

Once you're a member of NEST, you might want to stop making contributions or take a break from contributing. NEST lets you do this. There's no need to opt out in the first month just because you think you might want to take a contribution break later.

If you do take a break and decide to start contributing again, you just need to let us or NEST know. If you choose to stop contributing, the contributions you've made so far will stay in your pot.

Remember that while you're not contributing, you won't get contributions from us either. If you decide to start contributing again and want us to make employer contributions (if you're eligible for them), you'll need to let us know by emailing [unistaffpayroll@cardiff.ac.uk](mailto:unistaffpayroll@cardiff.ac.uk) stating that you have submitted the email. You can also inform us by writing to us: Finance, Cardiff University Student' Union, Park Place, Cardiff, CF10 3QN

## How do I find out more about NEST?

If you'd like to know more about NEST, you can visit [\*\*www.nestpensions.org.uk\*\*](http://www.nestpensions.org.uk)

NEST's contact details: NEST, Nene Hall Lynch Wood Business Park Peterborough, PE2 6FY.

Members' enquiries: 0300 020 0090.

# How do I get more information about pensions?

You can get general information on pensions and saving for later life from Gov.uk at **[gov.uk/workplace-pensions](https://www.gov.uk/workplace-pensions)**.

If you have any questions about contributions or your enrolment, you can contact the Payroll team at Cardiff University Students' Union by calling 02920781 445, emailing [unistaffpayroll@cardiff.ac.uk](mailto:unistaffpayroll@cardiff.ac.uk) or by popping into the Finance Office on the 3rd floor of the Students' Union Building.



**Jobshop  
Siopswyddi**

**Cardiff University Students' Union  
Undeb Myfyrwyr Prifysgol Caerdydd**

2nd floor, Students' Union ☎ 029 2078 1535 ✉ [Jobshop@cardiff.ac.uk](mailto:Jobshop@cardiff.ac.uk)