

Cardiff University Students' Union Undeb Myfyrwyr Prifysgol Caerdydd

CONTRACT OF EMPLOYMENT FOR STUDENT WORKERS

This Agreement sets out the main terms and conditions of employment for students undertaking casual work with Cardiff University (CU) and Cardiff Union Services Ltd (CUSL) directly or through the Unistaff JobShop (UJ).

Name of Casual Worker:

Student Number (if applicable):

Date of commencement of contract:

Terms of the Appointment

1. This agreement is made with Cardiff University (CU) and Cardiff Union Services Limited (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 restriction which limits the hours you are permitted to work in the United Kingdom. You are also required to provide proof of identity, in the form of a passport or a long form Birth Certificate.

Job Title and Duties

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

Hours of Work

5. This contract carries no fixed hours per week. Working times and hours will be discussed with you by your supervisor in respect of each period of work for which you are required.
6. You are to ensure that your hours of work do not prevent you attending classes, seminars and 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 minimum wage regardless of age. Weekends and public holidays are classed as a standard working days for pay purposes. Wages are calculated on an hourly basis and paid fortnightly in arrears. Payments due 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. Your departmental supervisor will inform you on the arrangements for completion and submission of time sheets for the work you undertake.
9. Income tax and national insurance will be deducted as appropriate. You are required to complete a tax form P46 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 arrangements. Full details are set out on page 3 and 4 of this contract, which is your responsibility to read.

Termination of the Contract

12. This contract 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 any period of three months.
13. Nothing in this contract prevents CU/CUSL from terminating your employment summarily or otherwise in the event of unsatisfactory performance or any serious breach by you 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 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.

Performance and Behaviour

16. You are required to maintain a satisfactory level of performance and behaviour at all times and comply with the Code of Behaviour and Discipline set out in the Student Handbook.

Confidentiality and Fidelity

17. This contract is founded on 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.

Grievances

18. If you have a grievance in relation to your employment you should inform UJ, or if working with the Students' Union, the head of department.

Health and Safety

19. 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 and safety arrangements.

You are required to familiarise yourself with health and 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

20. You are not permitted to smoke in any of the UC or CUSL premises or in the premises of other organisations where you undertake casual work under this contract.

Collective Agreement

21. The terms and conditions relating to this contract are determined jointly by CU and CUSL.

Signed on behalf of Cardiff University & Cardiff Union Services Limited

Signature:

Name:

Date:

Confirmation of acceptance by the Student

I acknowledge the terms and conditions of employment as a casual worker as set out in this agreement.

Signature:

.....

Date:

.....

Please sign and return one copy of this agreement to the Unistaff Jobshop.

Dear Student Employee,

Please take time to read the following information regarding important changes to pension provisions, this **will** affect you.

You may have noticed in the national press that employers' duties regarding pension provisions are changing. In order to encourage individuals to save for retirement, they have introduced the concept of automatic enrolment (**auto-enrolment**). The date our duties started was October 1st 2013.

We've chosen to 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 usually get extra money from the government through tax relief, as long as you're making contributions.

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

At the moment basic rate tax relief is 20 per cent. This means that for every £1 of your contribution you could get 20p paid by the government.

We'll automatically enrol you 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 £363.08 in any fortnight (we will monitor this each week and the first instance you have fulfilled the above criteria, we will enrol you).

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

- Aged at least 16 but under 22, or at least State Pension age under 75
 - Working, or ordinarily work, in the UK
 - Earning more than £363.08 per fortnight
- These figures refer to tax year 2013/14, and may vary in subsequent years.

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 you've personally submitted the notice. E-mail requests to join should be sent to supayroll@cardiff.ac.uk

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

Employer contributions: 1% of earnings between the Lower Earnings Limit (LEL) and the Upper Earnings Limit (UEL).

Employee Contributions: 1% of earnings between the LEL and the UEL.

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

Current Values for the LEL and UEL can be found at www.HMRC.gov.uk

Please check the address that appears on your payslips. If we do enrol you this is the information we will send to NEST. Please let us know immediately if this address is out of date, or you are unable to retrieve post from this address.

Can I opt out of automatic enrolment?

If you qualify for automatic 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 normally one month from the date your enrolment begins. NEST will write to you shortly to tell you about your one month opt-out period.

Before you can opt out you'll need your NEST ID. This will also be in the letter NEST sends to you.

Once you've received your NEST ID there are several ways to opt out.

You can opt out by:

- Visiting 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 over the phone 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 you opt out?

Opting out means you'll be treated as though we never enrolled you into the scheme. Once a valid opt-out notice is received, we'll refund to you 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'll 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 after the date these new duties first apply to us. This will also happen if you stay in NEST but stop making contributions.

This happens because the reasons you had for opting out originally may have changed and you might be ready to start building a retirement income. Again, you can still choose at that point whether you want to stay in or opt out of the scheme.

Stopping contributions

Once you're a member of NEST you might want to stop making contributions or take a break from contributing later on. 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 NEST or us know. If you choose to stop contributing, the contributions you've made so far will stay in your retirement pot.

Remember that while you're not contributing you won't get employer contributions from us either. If you decide to begin contributing again and you also want us to make employer contributions, and you're eligible to receive them, you'll need to let us know by emailing SU Payroll and stating that you have submitted this email. You can also inform us by writing to us at:

Finance, Cardiff University Students' Union,
Union Building, Park Place, Cardiff, CF10 3QN.

Finding out more about NEST

If you'd like to know more about NEST you can visit their website at www.nestpensions.org.uk or search online for NEST pensions.

NEST's contact details:

NEST
Nene Hall
Lynch Wood Business Park
Peterborough
PE2 6FY

Members enquiries:
0300 020 0090

E-mail:
support@nestpensions.org.uk

Getting more information about pensions

You can also get general information on pensions and saving for later life from Directgov at:
www.direct.gov.uk/workplacepension

If you have any questions about contributions or your enrolment, you can also contact the Payroll team at Cardiff University Students' Union on:
02920781452

E-mail to:
SUPayroll@cardiff.ac.uk

or call into the Finance office on the 3rd Floor of the Students' Union.