

Quick Guide

Using and managing casual agreements

Why it matters...

The University aims to move away from casual arrangements where possible – the standard contract should be a permanent one. This allows us to invest in the recruitment and development of our staff.

On some occasions, casual arrangements are appropriate. But they should only be used where the relationship in practice is a casual one. In particular, there must be no obligation to provide or accept work.

If an employment relationship develops in practice, the individual may have a claim to wider employment rights including against unfair dismissal.

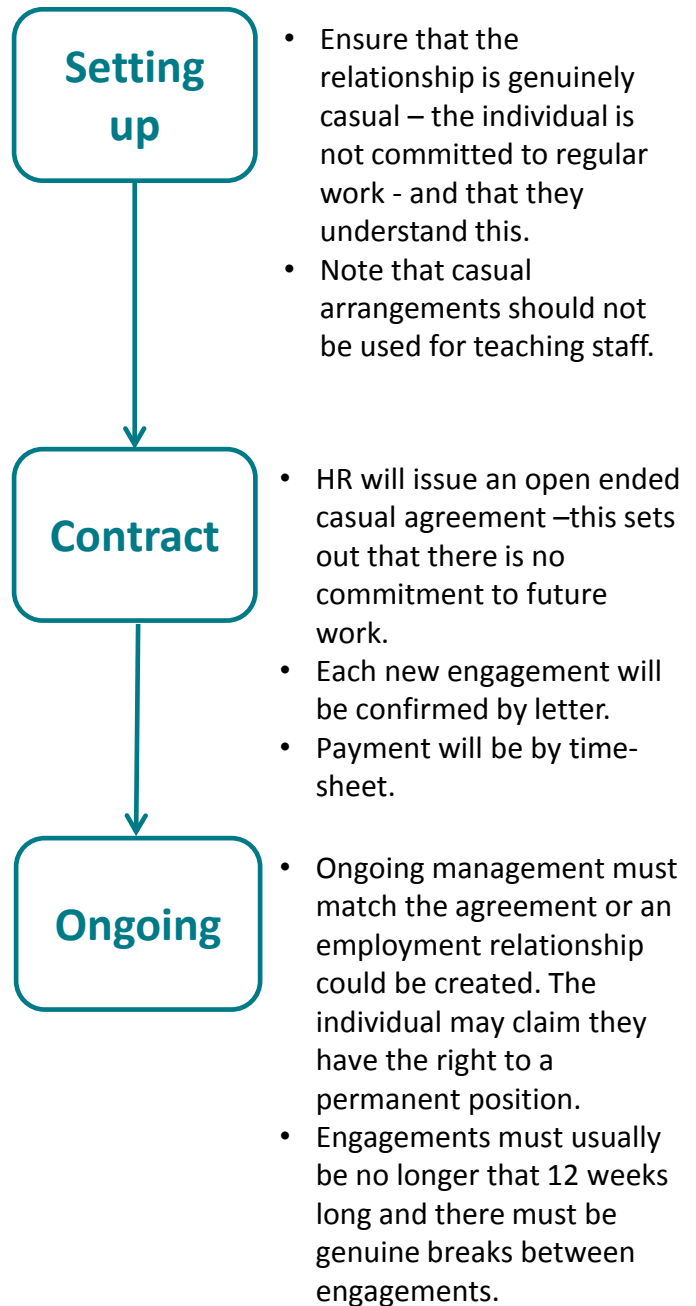
When might we use casual agreements?

When we need a flexible workforce to meet a temporary or changeable need. For example, staff to cover staff shortages or covering large one-off events.

Invigilators, registration/ examination assistants, student ambassadors are usually casual workers. They work for short periods, can choose whether they accept work or not, suffer no detriment if they turn down work and have no expectation of regular work.

Teachers on core modules should not be engaged on a casual basis. We may engage speakers for a one-off event that is not core teaching – they may be engaged on a casual basis.

How it works



Contact your Senior Employee Relations Adviser/Employee Relations Adviser for support. For more Quick Guides go to '[People Strategy in Action](#)'.

How to determine whether an engagement is casual?

- There is no guarantee that work will be offered, even for a short or fixed term period (beyond an initial offer of work)?
- When the individual is offered work, are they able to turn it down without this affecting work offers in future?
- Once engaged, can the individual choose to stop working or to reject work without any penalty?
- Are there significant breaks between engagements and with each engagement lasting no longer than 12 weeks?
- Is the individual not integrated into the University staff?

If the answer to all these questions is yes, then the arrangement can be regarded as casual.

How to ensure that a relationship remains casual?

If the University wishes to maintain a casual arrangement, it is important that there are genuine breaks between engagements and no obligations (i.e. to either offer or accept further engagements) between periods of work. We cannot force or attempt to force someone to accept work.

If workers on a casual contract undertake work on a regular basis, continuity of employment may result or mutuality of obligation may be implied – and the individual should therefore be on a permanent or fixed term employment contract.

Common questions

- **Do I need to pay holiday pay to casual workers?**

Yes, all workers are entitled to holiday pay even where they are not employees. This is added to their pay as a percentage extra payment.

- **Can I pay a casual worker a lump sum one off payment?**

Casual workers should be paid an hourly rate on the basis of timesheets, so we can be sure that we are meeting the legal entitlement to pay the minimum wage. There may be some occasions where we pay a lump sum – this must be agreed in advance with HR. No-one should be working in return for benefits in kind e.g. vouchers.

- **What is the alternative to casual agreements?**

Fixed term contracts may be used for short periods of work. Although the University would usually pay by monthly salary, it is possible to pay on the basis of a timesheet. Where hours may change on an annual basis in response to student demand, a permanent variable hours contract may be used.

Contact your Senior Employee Relations Adviser/ Employee Relations Adviser for support. For more Quick Guides go to ['People Strategy in Action'](#).

[Casual agreements](#)