

**HR Guidance**

**Casual Workers Guidance**

Guidance on the Use and Management of Casual Workers

Casual workers are workers as opposed to employees. This means that they have a limited set of employment rights.

Casual workers may be offered work as and when there is a need but are under no obligation to accept this i.e. there is no “mutuality of obligation”.

Casual workers are paid only for the work they undertake and are engaged (not employed) on the terms and conditions set out at the end of this document (extracted from the Cumbria County Council casual worker agreement).

**Management of Casual Workers**

Managers should ensure that the terms and conditions of casual workers are observed for all casual workers in their area.

Managers are responsible for monitoring the use of casual workers and ensuring that, if the need becomes more regular or changes from purely ‘as and when required’ that consideration is given to the casual worker being engaged on a different type of agreement e.g. fixed term contract or annualised hours contract.

Further information to support decision-making on the most appropriate form of agreement can be found in the “Resourcing Options For Managers” guidance document.



**Regularity of Hours and Work Pattern**

Casual workers should be used for short-term cover only. Where the work requires regular hours or hours over a longer period of time, it may be more appropriate to engage an employee on a fixed term contract, annualised hours contract or zero hours contract.

**Agreement Length**

Casual worker agreements are issued for a fixed term of one year maximum. The reason for this is to ensure that only casual workers required for assignments remain live ‘on the books’.

Managers must review the use of casual workers in their area prior to expiry of the fixed term. Managers may wish to use a standard end date (e.g. 31st March) on which all casual agreements in their area end so that a review of all casual workers and any renewals or change to the type of engagement (e.g. move to fixed term part time contract) can be carried out simultaneously.

**Terminating or Extending an Agreement**

If there is no need for the casual worker to remain ‘on the books’ at the end of the agreement they should be processed as a leaver in the usual way.

If there is an on-going need for the casual worker to remain engaged to undertake work on an ‘as and when required’ basis, the casual worker should be offered an extension to their casual worker agreement. Any agreement should be extended by informing the HR Service Centre in the usual way.

If there is an on-going need for the work the casual worker is undertaking which is more than on an ‘as and when required’ basis, it may be more appropriate to agree a fixed term contract, annualised hours contract or zero hours contract. Any change agreed should be actioned via the HR Service Centre.

It is imperative that any shifts a casual worker is offered and accepts fall within the dates of the casual worker agreement. No shifts outside of the agreement dates should be offered or worked.

If a casual worker unreasonably declines work offered on more than 3 occasions the agreement will normally be terminated and they should be processed as a leaver in the usual way.

**New Casual Workers**

Casual workers should only be engaged via standard recruitment and selection procedures and not via word of mouth.

Word of mouth recruitment may lead to claims of indirect discrimination because not advertising, or only advertising in a very limited way, may stop people with a particular protected characteristic finding out about a job, which could count as detrimental treatment.

**Casual Work Register General Terms and Conditions**

1. **Casual work register**

Your placement on the Cumbria County Council (“the Council’s”) casuals’ register is subject to relevant pre-engagement checks which may include a criminal records (DBS) check, satisfactory references and medical report, examination and entitlement to work in the UK, as required.

Please note that the Council may offer but is not required or obliged to offer work and you are not required or obliged to accept the offer of work from the Council. This means that there is no mutuality of obligation between the Council and yourself. This statement does not therefore, and is not intended to, constitute a Contract of Employment.

1. **Agreement dates and termination of the agreement**

The dates of this agreement are the dates within which you may be offered and may carry out work for the Council.

The agreement will terminate on the end date of the casual agreement and the Council will be unable to offer you work outside of these dates.

Should you no longer be available to undertake work, or no longer wish to undertake work, on this casual worker agreement you must advise the Council in writing and you will be removed from the casual work register.

If you decline work on 3 successive occasions you will be removed from the casual register and this agreement will terminate.

1. **Contact details**

You are required to inform the Council if any of your contact details change as this may affect the Council’s ability to offer you work on this agreement.

1. **Place of work**

Under this agreement you may be offered work at ESTABLISHMENT NAME to undertake assignments as a JOB TITLE.

1. **Conduct, grievance and disciplinary procedures**

During each individual engagement, you will be subject to the Council’s standard policies, procedures and rules and you will be expected to maintain high standards of work and personal conduct. Details of the Council’s grievance and disciplinary procedures are available at any of the Council’s workplaces via the intranet. These procedures only apply when you are working. Your manager during the assignment has the authority to terminate your engagement at any time should there be a breach on your part of the relevant standards.

1. **Hours of work**

Your hours of work will be on an as and when required basis. There are no set hours of work. Attendance at work will be as agreed between yourself and the Manager.

Rest breaks and limits on working time are in line with the requirements of the Working Time Regulations.

1. **Training to ensure you are ‘work ready’**

For all types of role there will be an element of induction and / or other training that you will be required to undertake before you are considered to be ‘work ready’ to undertake work. The type and length of this training will vary dependent on the type of role.

Before you are offered work you will be advised of the type and length of any training as well as any requirement to undertake any refresher or repeat training at a later date. You will be paid the hourly rate specified on this agreement for all training hours undertaken.

Attendance at, and completion of, training is mandatory and Cumbria County Council will be unable to offer you any work until this has been satisfactorily completed and / or is in date.

1. **Acceptance of assignments**

Once you have accepted an assignment you are expected to work that assignment as agreed. If you are unable to work an assignment you have already accepted you are expected to notify the workplace from which the work was offered as soon as you are able.

1. **Management arrangements**

For each assignment you will be under the supervision of a manager or supervisor.

1. **Holidays and holiday pay**

Under the Working Time Regulations all casual workers are entitled to paid holiday.

Your entitlement to paid holiday is accrued as and when assignments are worked and is based on the statutory 28 days per annum inclusive of bank holidays.

Holiday entitlement will accrue on actual hours worked and must be recorded and claimed in line with the council’s ready reckoner.

Holiday can be booked via the Manager offering you assignments. Holiday hours should be claimed in the same way as casual hours are claimed for payment.

Accrued holiday may be booked and taken in full half hours. If a proportion of half an hour remains at leaving this will be rounded up to the nearest half hour and paid in final pay.

1. **Sickness**

There is no occupational sick pay scheme to which you are entitled. As you are not an employee, you do not qualify for occupational or statutory sick pay.

1. **Pension**

As a casual worker you may opt to join the Local Government Pension Scheme. Details of the scheme can be found on the Council’s intranet or on the ‘Your Pension service’ website: <http://www.yourpensionservice.org.uk/>

1. **Health and safety at work**

Under the Health and Safety at Work Act each individual has a legal responsibility for their own welfare and for the health and safety of others. Any queries you may have relating to health and safety matters should be raised in the first instance with your Manager.

1. **Equalities**

You are required to comply with the Equality Act 2010 and the Council’s Single Equality Scheme “Equality For All” and to act in accordance with their objectives. A copy of the Council’s Single Equality Scheme is available from the Council’s Intranet site.