



UNIVERSITY OF
CAMBRIDGE
Human Resources

Workforce Policy Guidelines

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1. Workforce Policy Guidelines

These guidelines are designed to provide advice on the contractual arrangements that are available when appointing individuals. It describes the contractual arrangements available for use by the University's institutions. It covers employment contracts, worker agreements and contracts for services and sets out the circumstances in which each contractual arrangement should be used.

1.1 Identifying the appropriate contractual arrangements (Decision Tree)

The [Decision Tree](#) has been designed to determine whether, based on the circumstances, an individual should be either: employed (*i.e.*, an employee); or engaged as a Worker or as a Self-Employed individual. By following the guidance within the Decision Tree, activities and options will be eliminated to enable an appropriate contractual arrangement to be selected.

Where the Decision Tree indicates the status of the individual for engagement is that of Employee or a Worker, please refer to the appropriate advice below.

If you remain unsure of the status of an individual, please contact your HR School Team.

2. Employment Contracts

2.1 Staff Type - Academic/Research/Professional Services

Terms and conditions of employment vary depending on the staff type and the nature of the duties. Details of the relevant terms and conditions for each staff type can be accessed via the [Recruitment Guidance](#). The key types of staff are set out below:

2.1.1 Academic staff

Research and Teaching: Primarily concerned with research and teaching. Academic (Research & Teaching) roles are as follows:

Grade	Title for established staff	Title for unestablished staff
Grade 12	Professor	N/A
Grade 11	Professor (Grade 11)	N/A
Grade 10	University Associate Professor (Grade 10)	Associate Professor
Grade 9 (post probation)	University Associate Professor (Grade 9)	Associate Professor (Grade 9) (After 3 years' service)
Grade 9 (pre probation)	University Assistant Professor	Assistant Professor

Teaching and Scholarship: Primarily concerned with the delivery of teaching. Academic (Teaching & Scholarship) roles are as follows:

Grade	Title for established staff	Title for unestablished staff
Grade 12	Professor	Teaching Professor
Grade 11	Professor (Grade 11)	Teaching Professor (Grade 11)
Grade 10	University Associate Professor (Grade 10)	Associate Teaching Professor (Grade 10)
Grade 9 (post-probation and after a minimum period of 2 years' service) *	University Associate Professor (Grade 9)	Associate Teaching Professor (Grade 9)
Grade 9	University Assistant Professor	Assistant Teaching Professor
Grade 8	N/A	Senior Teaching Associate
Grades 6 and 7	N/A	Teaching Associate

* Fixed-term academic offices and comparable unestablished posts will be retitled on successful completion of probation, but after the minimum period of service in each case. This means that in cases where the probationary period is less than the minimum period, role holders will retain the existing title and adopt the new title only when they have served that minimum period in that role (which might be following an extension to the period of the original appointment).

Generic role profiles for these roles can be found [here](#).

2.1.2 Research Staff

Research Staff are normally employed in positions funded by external grants to undertake research, working closely with a Principal Investigator (an academic member of staff). Research roles are shown below and generic role profiles for these roles can be found [here](#).

Grade	Title
Grade 12	Director of Research
Grade 11	Principal Research Associate
Grade 9	Senior Research Associate
Grade 7	Research Associate
Grade 5	Research Assistant

2.1.3 Professional Services Staff

Professional Services Staff can be either Academic Related, which encompasses managerial and professional roles, or Assistant staff who normally have administrative, clerical, technical or trades responsibilities. These roles are graded by a job evaluation process to determine their rate of pay.

2.1.4 Clinical Staff

Individuals who are paid on clinical pay scales are issued with the appropriate clinical contract by the Clinical School.

A table summarising the different contractual terms and conditions for each staff type can be found [here](#).

2.2 Established Officers

Specific terms and conditions relating to Established Officers are set out in Statutes and Ordinances and reflect the need for academic freedom for academic staff undertaking independent research.

All other staff are Unestablished.

2.3 Recruitment

It is expected that all posts, whether open-ended or fixed-term contracts, full or part – time, in any staff category will be filled using fair and transparent recruitment processes. Prior to advertising, Institutions should ensure that the necessary permissions to recruit have been obtained and, where required, the position has been graded. Further information can be found with the [Recruitment Policy](#) and associated [Guidance](#) (including the Diverse Recruitment Framework).

Institutions should use the Recruitment Administration System (RAS) to seek approval and advertise a vacancy. The Web Recruitment System (WRS) should be used to review applications and complete the administration to appoint the successful candidate(s). More information can be found [here](#).

For staff in the Clinical School and the Stem Cell Institute, the recruitment process will be managed/processed by the Clinical School HR Team.

2.4 Working Overseas

The [Global Mobility Policy](#) and other associated guidance, such as the Overseas short-stay remote working guidance and the [Global Mobility Decision Tree](#) are available on the [Global Mobility and Overseas Assignments webpages](#). These have been designed to provide a framework of good practice for overseas working to ensure that the administrative processes and procedures involved in relocating and employing individuals overseas are clearly set out. The policy and guidance highlight the key areas that a manager or Institution should consider when reviewing the requirements for overseas working.

Where an overseas assignment, as governed by the Global Mobility Policy, is agreed, alternative or additional contractual arrangements will be required as confirmed in the Overseas Assignment Agreement or Supplemental Employment Letter.

2.5 Right to Work checks

Right to Work checks must be carried out for all forms of engagement before any work is undertaken for the University, in the UK. This is to comply with the Immigration & Asylum Act 2006 (as amended by the Immigration Act 2016), which makes it a legal responsibility for employers to ensure that all individuals engaged by the University have the right to work in the UK.

Where an individual will commence employment for the University whilst overseas, there is no requirement for the University to undertake a UK right to work check, or hold evidence that the individual has the right to work in the UK. This is because UK immigration law only applies where the individual is physically present in the UK. Should the individual seek to enter and work for the University inside the UK at any time, a right to work check must be undertaken prior to them commencing their work inside the UK.

Where a current staff member is overseas and, where applicable, their UK visa expires whilst overseas, their contract should not be terminated. As above, whilst they are overseas, they are not subject to UK immigration law. However, they will require an applicable work visa in order to return to the UK and recommence work inside the UK. If they are unable to secure another applicable work visa prior to recommencing employment within the UK, termination of contract should be considered, with advice taken from the HR Compliance Team.

Further guidance on UK right to work can be found [here](#).

If an employee will be working overseas at any point during their employment, Institutions should check that the employee has the appropriate right to work in the overseas location and evidence of their overseas visa/work permit should be retained on the employee's file. Further guidance on overseas right to work can be found in the [Global Mobility webpages](#).

2.6 Open-ended Contracts

- 2.6.1 An open-ended contract is for an indefinite period with no specified end date and is terminable on notice. Where there is a reasonable expectation that a role will be ongoing in nature, this should normally be the standard employment arrangement.
- 2.6.2 Open-ended contracts can be offered with a variety of working arrangements, including: full-time, part-time, term-time or on a guaranteed minimum hours basis.
- 2.6.3 Where a fixed-term contract is renewed on an open-ended basis but continues to be funded from external sources, the date the funding is due to end may be set out in writing. The University will keep the staff member updated on the funding position and any subsequent impact on their employment.

2.7 Fixed-Term Contracts

- 2.7.1 It is important to ensure that fixed-term contracts are only used where there is an operational need for such a contractual arrangement, in light of the potential impact on staff engagement and the ability to recruit and retain talent.
- 2.7.2 Each decision to use a fixed-term contract should be carefully considered in accordance with the University's guidance on the use of fixed-term contracts.
- 2.7.3 Institutions may use fixed-term contracts for a range of prescribed reasons, for instance to undertake a specific project funded by an external body, provide short-term cover or pending recruitment to a permanent appointment. These reasons are set out in full in the [University's guidance on the use of fixed term and open-ended contracts](#).
- 2.7.4 Clinical staff have different contractual arrangements. Their University substantive contract is coterminous with their honorary contract with the respective NHS Trust/Body. This means if their honorary contract is terminated/withdrawn, their University contract terminates without the need for notice. All clinical staff are paid on the relevant clinical pay scales.
- 2.7.5 As with open-ended contracts, fixed-term contracts can be offered with a variety of working arrangements, including: full-time, part-time, term-time or a guaranteed minimum hours basis.
- 2.7.6 In accordance with the Fixed-Term Employees (Prevention of Less Favourable Treatment) Regulations 2002, employees on fixed-term contracts should not be treated less favourably, by reason of their fixed-term status, than comparable employees on open-ended contracts unless the difference in treatment can be objectively justified.

2.8 Full-time and Part-time Contracts

The University may offer open-ended and fixed-term contracts on a variety of arrangements including full-time, part-time, term-time or on a guaranteed minimum hours basis.

2.8.1 Full-Time contract

Individuals who work full-time i.e., 36.5 hours for assistant staff and 37 hours per week for other staff, all year round will be employed on a full-time contract. The annual salary will be paid in 12 equal instalments. Annual leave entitlements for full-time staff vary depending on staff category.

2.8.2 Part-Time (Fractional) Contract

Individuals who work less than full time, but work all year round, will be employed on a part-time or fractional contract. The "fraction" can be expressed as the number of weekly hours worked or as a percentage of full-time which is often referred to as, for example, 80% or .8 FTE. Part-time appointments can be advertised or agreed when a member of staff successfully applies for flexible working arrangements.

Departments must confirm the days and hours to be worked by the employee when agreeing the contract. The annual salary is paid over 12 monthly instalments.

Employees on part-time contracts have access to the same employment benefits and entitlements (pro-rata where appropriate) as employees on other employment contracts e.g. sick pay, family leave. Annual leave entitlement is dependent on staff type and will be calculated on a pro-rata basis for part-time employees.

2.8.3 Term-Time Contract

A Term-Time only contract is where an individual works for less than a full working year i.e., less than 52.25 weeks and their work is normally linked to periods relating to University or school terms. Term-time contracts can be advertised or agreed when a member of staff applies for flexible working arrangements.

Salary is averaged over the year and paid in 12 equal monthly instalments, regardless of the weeks/months that the individual works. Individuals on term-time contracts have access to the same employment benefits and entitlements, (pro-rata where appropriate), as employees on other contracts e.g. sick pay, family leave.

For those individuals working the equivalent of the University of Cambridge term i.e. 26 weeks, they are not generally permitted to take holiday during term-time. Holiday must normally be taken outside the period they work, e.g. outside term time. If an individual is on a school's term-time contract i.e. 36 weeks, then they can normally take holiday during term time.

Term-time holiday entitlement is normally calculated in days. Where leave can be taken, this can be converted to hours for ease of administration by the Department / Institution.

2.8.4 Zero Hours Contract

These employment contracts will only be used in very limited circumstances as generally they do not fulfil the key principles set out in the Workforce Policy. For the avoidance of doubt, there is never any intention to establish any form of exclusivity arrangements in such contracts and employees on a zero hours contract are able to decline work which is offered and also to work for other employers without the need to seek permission of the University.¹

Zero-hours employees are entitled to the same rights and entitlements terms as other members of staff, pro rata based on the hours worked.

In all cases, the use of such contracts must have approval from the HR Division.

¹ Provided they are compliant with the requirement of the working time directive.

2.8.5 Guaranteed Minimum Hours Contract

A Guaranteed Minimum Hours Contract (GMHC) is where an employee is guaranteed a stated minimum number of hours of work in a defined period (the Guaranteed Hours period). This type of contract is not applicable to staff paid on clinical pay scales.

The University may offer a GMHC where there is a minimum level of guaranteed and regular work required, but there is also a need for additional flexibility. The contract will specify the minimum number of hours to be worked, above which, hours may vary depending on the availability of work at any given period. This has an element of certainty and stability for employees, with additional flexibility where there is the possibility of additional hours.

Employing staff on a GMHC provides an opportunity for institutions to plan their resources, based on the minimum number of contracted hours to be worked over a year, or the length of the contract (if shorter) but also enables some flexibility under the same contractual agreement.

Where it has been identified that a Guaranteed Minimum Hours contract fits an institution's requirements, the following key principles must be adhered to:

Key principles

- The University determines which roles can be offered on a GMHC basis and are only available for academic teaching & scholarship roles.
- A GMHC can currently only be offered on an open-ended or fixed-term basis.
- The number of hours offered for each GMHC can vary.
- There must be a minimum number of hours which should not be below one hour.
- If an individual is working more than the equivalent of one day every week, a standard part-time contract should be considered.
- Employees must be paid for the number of hours stated in their contract, regardless of whether work is provided to fulfil these hours.
- Contracts will be stated as hours over a year or the length of the contract, whichever is shorter.
- The line manager will provide the individual with a schedule of hours to be worked over each year or length of the contract, whichever is shorter. A copy of this schedule must be forwarded to HR at the start of the contract with the appointment documents and on an annual basis thereafter. The contract start date should be at the beginning of the schedule of hours to be worked.
- Employees on GMHC's have access to the same employment benefits and entitlements, (pro-rata as appropriate), as employees on other employment contracts e.g. sick pay, annual leave and family leave.
- Employees on GMHC's are subject to the same management procedures as any other employee with regard to probationary periods, capability, performance management etc.

Further details about the process and payment mechanism for employing individuals on a Guaranteed Minimum Hours contract can be found [here](#).

3.

Casual Workers

- 3.1** Casual Workers: The University will only offer work on an hourly-paid casual worker basis where the level and regularity of work is insufficient to justify an employment contract (see The Workforce Policy, Section 4.3). Workers are not employed by the University, although they do qualify for certain legal rights afforded to employees. They are engaged under the Standard Terms and Conditions for Temporary Work.
- 3.2** Casual work is ad hoc and/or occasional. Casual workers are usually engaged to provide:
- Occasional or short-term cover,
 - Additional support for seasonal or fluctuating demands in work,
 - Non-permanent or intermittent services as and when required.
- 3.3** Examples of work normally carried out under a casual worker arrangement are: short-term teaching; demonstrating; examining; short-term specialist work e.g. coaching, facilitating, translating, and ad hoc academic support work such as developing a course, producing web content for teaching etc.
- 3.4** Other support work i.e. administrative and clerical work should be engaged via The University's Temporary Employment Service (TES) - see 3.12 below.
- 3.5** Where an employee takes on additional casual work that is not part of their employment arrangements i.e. in another department, they should be engaged as a worker and issued with a Temporary Worker Agreement. This work should be paid on a CHRIS 80/82.
- 3.6** Where you have identified that a casual worker fits your requirements, you must adhere to the following key principles:

3.7 Key Principles

- 3.7.1** Right to Work checks MUST be carried out for all casual workers before they commence work for the University. This is to comply with the Immigration & Asylum Act (as amended by the Immigration Act 2016), which makes it a legal responsibility for employers to ensure that all individuals engaged by the University have the legal right to work in the UK.
- 3.7.2** Workers should not be requested to undertake activities for which they will not be paid. This includes any training and meetings they are required to attend.
- 3.7.3** Workers should receive an appropriate induction which must include basic health and safety training and the online [Equality and Diversity Essentials](#) and [Understanding Unconscious Bias](#) training, together with any local training requirements.
- 3.7.4** Workers should have access to adequate training to undertake the duties they are expected to perform. Attendance and payment for attendance at training must be authorised by the individual's manager

- 3.7.5 Workers should receive the terms and conditions of their engagement before they start work or on their first day of work at the latest. They must also receive the relevant handbook (link to [Handbook for Workers](#) or [Handbook for TES](#))
- 3.7.6 Workers are entitled to 28 days' holiday per year, inclusive of bank holiday, pro-rata where part-time. Holiday pay should be paid for at the time when the holiday is taken. Payment for holiday cannot be included in an hourly rate (known as 'rolled up holiday pay').
- 3.7.7 Workers will automatically be enrolled in the University's Pension Scheme, subject to qualifying conditions, as set out in the Worker Handbook.
- 3.7.8 Workers must be given a named contact to provide guidance and support and advice whilst working at the University.

3.8 Rates of pay

- Workers are paid for the hours they are requested to work.
- The rate of pay is determined by the nature of the work undertaken for which an appropriate hourly rate is paid.
- Rates of pay must not be below the Cambridge Living Wage, except for apprenticeships and internships, whose rates must comply with the National Living Wage and related guidance.
- The [University's Substitute Teaching Rates \(STR\)](#) set out hourly rates of pay for teaching and demonstrating roles. To avoid inconsistency in practice, should an institution need to use different rates due to specific local requirements, they must record the locally approved rates as well as the method and justification for deviating from those published above.
- For non-teaching roles, where an individual is carrying out duties that are substantially similar to someone undertaking an existing University role, the rate of pay should be aligned to that role e.g., Research roles
- Examining and assessment rates can be found [here](#).

3.9 Recruitment

- As is the case for all vacancies arising within the University, the process for engaging casual workers must be fair and transparent and must promote the principles of equal opportunity and diversity.
- It is recognised that given the specific requirements of a particular post, it may not always be possible or appropriate to engage in open competition. Where this is the case, the Department should document why this is the case.
- Where open competition (regardless of scale) has been part of the engagement process, the Institution should create and retain documentation related to the selection process for 12 months.
- The engagement of casual workers, as far as is appropriate, should follow the Recruitment Key Principles, as outlined in the [Recruitment Policy](#).

3.10 Termination of Engagement

- There is no employment relationship between a worker and the University, therefore, there is no requirement on either the individual or the University to serve a period of notice to end the agreement. However, both parties will ideally notify the other as far in advance as possible if they wish to terminate the contract.

3.11 Process for payment

- Casual workers (except for TES) should be paid via the University Payment System. From January 2023 payments will be made via Cambridge Casual Worker System.

3.12 Temporary Employment Service

The Temporary Employment Service (TES) provides short-term staffing solutions for primarily administrative and support staff throughout the University. TES assignments usually last for no more than 9 months.

Further information can be found on the [TES web site](#)

4. Self-Employment

- 4.1 Where it is proposed to engage an individual to provide services personally either directly, or through a company, partnership or agency, clearance must be obtained from the Tax Team prior to engagement. In the first instance, please read the University's guidance on <https://www.finance.admin.cam.ac.uk/policy-and-procedures/financial-procedures/chapter-5a-employment-status/factors-determining-deemed>.
- 4.2 To obtain clearance, an online [FD3 form](#) must be completed, which the Tax Team will review to determine employment status for tax purposes. Unless further information is required, a decision will be given within 10 working days of receipt.
- 4.3 If it is determined that the individual is in 'deemed employment' for tax purposes (e.g. an off-payroll worker), then payment will be made subject to PAYE withholding (*i.e.* after deducting income tax and NIC). Classification of an individual as a deemed employee for tax purposes will not confer any employment rights on the individual.
- 4.4 If not 'deemed employment' then the Tax Team will issue a Tax Clearance Number and the supplier can be paid gross via CUFS on an invoice basis. However, where there is an on-going relationship with the supplier, the tax clearance number will have an end date so that the supplier can be reviewed on a regular basis to ensure they continue to comply with Off-Payroll Worker legislation (*e.g.* there is no fundamental change to the contractual relationship or the individual has not become integrated within the University, *etc.*).

4.5 Self-Employed (External Occasional Lecturers and Examiners)

- 4.5.1 Where an individual, who is not employed/engaged elsewhere across the University is being engaged to give a one-off talk or short series of talks on a subject about which they have specialist knowledge, and which is not part of the core curriculum, they can usually be engaged as self-employed and paid via UPS1.
- 4.5.2 Where an individual, who is not employed/engaged elsewhere across the University, is being engaged to provide services as an external examiner for higher degree examining, they will usually be engaged as self-employed and paid gross (*i.e.*, without tax or NI deductions) via UPS1.

5. Multiple Engagements

- 5.1 Some individuals have “multiple engagements” with the University and their roles may fall into one or more of the categories outlined above.
- 5.2 Where individuals undertake substantially different types of work at different levels, potentially within different institutions and/or the activities are essentially unrelated, it may be appropriate for a separate type of contract to apply to each role. For example, an individual could have more than one part-time employment contract or have an employment contract and an ad-hoc worker agreement. The two contracts should be treated independently of each other. For example, one could be open-ended and one could be fixed-term. In such cases, advice should be sought from the HR Division.
- 5.3 There are situations where one contract could impact the status of another, specifically from a tax perspective *i.e.* an employee undertaking work as self-employed. In this situation, specialist advice should be sought from the University Employment Tax Team.
- 5.4 The HR Division will monitor the use of multiple engagements (to be included in the annual review: see 6.3 below) and work with institutions to consider whether there are alternative approaches that may be more suitable for such individuals and reduce the complexity of their working arrangements with the University.

6. Monitoring Contractual Practices

- 6.1 To ensure that the University employment practices are in line with the principles outlined in this policy the following monitoring and reporting processes will be maintained.
- 6.2 Data on the use of different contract types will be run centrally by the HR Division on a regular basis and shared with institutions.

6.3 The HR Division will carry out an annual review of the contractual arrangements for its fixed-term employees, casual workers and those who are self-employed. This assessment will take into account:

- The nature of the work carried out
- The number of hours worked
- The level of predictability of hours
- The likelihood of future work following the same pattern
- The protected characteristics of these individuals

6.4 The HR Division will ensure that best practice is shared across the University.

6.5 As such, the payment and contractual arrangements for the workforce across the University will be monitored and reviewed and may be subject to change.

7. Further Help and Advice

HR Workforce Planning

Casualworkforceproject@admin.cam.ac.uk

Recruitment

resourcingqueries@admin.cam.ac.uk

Temporary Employment Service (TES)

temps@admin.cam.ac.uk

Grading

HRgradingrequests@admin.cam.ac.uk

HR Business Partnering Teams

Please contact your School's HR Business Partner

Shared Services Team

HRnewappointmentteam@admin.cam.ac.uk

Employment Tax Team

Selfemploymentstatus@admin.cam.ac.uk

Casual Worker Team

Casual.Workers@admin.cam.ac.uk

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1.0	Workforce Policy Guidelines	1 October 2022
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