

Zero Hours Policy

Version number	Date approved (including committee)	Reason for production/revision	Author	Proposed next review date
V2.0	Feb 2024 ExCo	Addition of Carers Leave	Head of HR	Feb 2027 and as required
V1.0	Nov 2020 ExCo	Creation of document – clarification of the terms and conditions of ZHC workers	Head of HR	Biennially and as required
V1.1	21/6/22	Revision of statutory maternity pay	Head of HR	June 2024
Related policies				
External Reference				
• Carer's Leave Regulations 2024 • Carer's Leave Act 2023 • Parental Leave (EU Directive) Regulations 2013 (SI 2013/283) • Parental Bereavement Leave Regulations 2020				

1. Policy Statement

The declaration of the plans and intentions of ICMP.

2. Purpose

The purpose of this policy is to outline the terms and conditions of engaging zero hours workers at ICMP.

3. Scope

The policy applies to all zero hours workers engaged at ICMP and for managers to be aware

4. Roles and Responsibilities

The Human Resources department is responsible for the implementation and monitoring of this policy.

All managers are responsible for ensuring that HR is given accurate data regarding all new employees, tutors, etc. in advance of their appointment in order for appropriate checks to be carried out in accordance with this policy. They may be held personally to account should their actions fall short of the requirements of this policy in any way.

5. Recruitment

There will be occasions when it is necessary for ICMP to appoint temporary workers on an hourly paid basis (referred to in this document as ZH) to carry out essential tasks or cover vacancies. ICMP aims to attract the most appropriately skilled, flexible and committed individuals in order to fulfil our mission and strategic objectives. Engaging as a ZH worker does not guarantee that any hours of work will in fact be offered to the individual.

To apply, you must submit a CV and you will be asked to attend a meeting or interview as part of this process. You will in any event be required to provide to ICMP each of the following:

- Proof of qualifications claimed on the CV
- Photographic proof of Right to Work in the UK e.g. Passport; and
- Details of referees

Any gaps in employment will be explored.

If you are then offered hours, and you accept them, ICMP will invite you to sign an ZH contract. Your signing such a contract means that ICMP may (but is not obliged) to ask you to undertake hours. If you are engaged under a ZH contract, you are treated as being a worker of ICMP during the time you are undertaking duties for ICMP. In the event that you are offered work, and agree to undertake it, you will not be able to commence any work with ICMP until ICMP has received each of the following:

- CV.
- Proof of qualifications, identity and right to work in the UK.
- Satisfactory security clearance through the Disclosure and Barring Service.
- A satisfactory reference from your current or most recent employer

Failure to provide the above will lead to the termination of your ZH contract if not produced within a reasonable time frame.

If you are in a tutor role, you are required to possess either a recognised teaching qualification or equivalent experience. ICMP will require proof that you have met this requirement.

Disclosure of Criminal Record Information

At the recruitment stage, you must produce a current DBS certificate or complete a DBS form. If you have an unspent Criminal Record conviction or caution, you must declare this. You need to submit in writing the circumstances surrounding the conviction and you may be asked to attend an interview with an ICMP officer and a decision will be made as to whether you will be offered hours.

6. Safeguarding

You will be given separate guidance on Safeguarding (and Prevent) which you must read and sign. This will be given to you at the registration process.

7. Assignments

Once you are fully registered and have signed a ZH contract, you may be offered hours. There is no obligation on ICMP to offer you any work and similarly, there is no obligation on you to accept any hours or work offered. However, if you are offered hours and agree to undertake it, you are then obliged to complete the work. ICMP reserves the right to give or not give work to any person at any time and is under no obligation to give any reasons for such decisions. The fact that you are invited to teach a particular course in one semester or year should not give rise to any expectation that you will be asked to teach the same or any other course in the future. ICMP is not obliged to make any further offer of work in a later semester or year, and you are not obliged to accept such an offer if it is made to you.

8. Auto-enrolment

As long as the necessary statutory requirements are met, you will be automatically enrolled into the pension scheme if you are an hourly paid tutor. If you wish to opt out, you need to contact penadmin@evolvepensions.co.uk for an opt out form. On completing the form, you will need to send the completed form to HR@icmp.ac.uk

9. Maternity

If there is a risk to your health arising from your pregnancy, ICMP will make such adjustments to your duties as are reasonable, or else will try to offer you suitable alternative work if available. You will be paid at least the same rate until the end of the assignment. If there is no suitable work ICMP will pay you at the same rate for the length of the terminated assignment.

You will be entitled to claim SMP if you satisfy each of the following conditions:

- you have worked for ICMP for 26 weeks continuously into the 15th week before your baby is due. It doesn't matter how many hours a week you work; *and*

- you are pregnant at, or have had the baby by, the 11th week before the week the baby is due; *and*
- you have average weekly earnings of at least the national insurance lower earnings limit. This is worked out on the average earnings that you actually receive in the eight weeks up to the 14th week before your baby is due. Earnings means gross pay, back pay, SMP and holiday pay. They all count if they are made during this time.

Statutory Maternity Pay is paid for up to 39 weeks. The weekly amount is:

- 90% of your average weekly earnings for the first 6 weeks
- £172.48 or 90% of your average weekly earnings (whichever is lower) for the next 33 weeks

A woman who is not entitled to Statutory Maternity Pay may be entitled to Maternity Allowance paid by the Department for Work and Pensions (DWP).

10. Holiday Pay

Please refer to your ZH contract.

11. Grievance

If you have a grievance you should in the first instance seek to resolve it informally. If you are not able to do that, then you should raise it in writing with the Human Resources Department, who will deal with it as a complaint.

12. PARENTAL LEAVE

12.1 Eligibility

Workers eligible to take ordinary parental leave are all those (mothers and fathers) to which all of these criteria apply:

- Have been employed by ICMP for more than a year;
- Are named on the child's birth or adoption certificate;
- Have or expect to have parental responsibility for the child;
- Their child is under 18 years old.

12.2 Ordinary Parental Leave

Eligible workers may take 18 weeks' unpaid leave in total for each child up until the child's 18th birthday.

This is subject to the following provisions:

- Leave must be taken in blocks or multiples of one week (except for parents of children with disabilities who may take leave in blocks or multiples of one day. For the purposes of ordinary parental leave, a child with a disability is one for whom disability living allowance has been awarded.)
- In all cases a maximum of 4 weeks' ordinary parental leave in a year can be taken in respect of an individual child.
- 21 days' notice must be given of the start date.

ICMP can postpone the leave for up to 6 months where the business would be particularly disrupted if leave were taken at the time requested, except when the worker gives notice to take parental leave immediately after the time the child is born or is placed with the family for adoption.

13. CARERS LEAVE

13.1 Eligibility

Carer's leave will only apply to workers so that they may provide or arrange care for a dependant with a long-term care need.

A "long-term care need" is defined as an illness or injury (either physical or mental) that requires or is likely to require care for more than three months, a disability under the Equality Act 2010, or issues related to old age.

The definition of "dependant" includes a spouse, civil partner, child, parent, a person who lives in the same household as the worker (other than by reason of them being their employee, tenant, lodger or boarder), or of a person who reasonably relies on the worker for care.

13.2 Entitlement

The entitlement to one week's unpaid leave is the maximum any worker could be entitled to, irrespective of how many dependants an employee has.

Managers are authorised, on application, to grant unpaid leave of absence to staff qualifying under the scheme up to five days (pro rata for fractional staff) in any 12 month period. The leave must take a minimum of half a working day at a time; a working day meaning the worker's usual working pattern. There is no requirement for the leave to be used on consecutive days.

Further unpaid days can be granted.

13.3 Notice

Workers will be required to give notice which is either twice the length of time being requested, or three days, whichever is the longest. The request must be made through PeopleHR and be authorised by your manager.

ICMP may discuss with the worker about postponing the carer's leave within one month of the requested leave if the operation of the business will be unduly disrupted. This will be discussed with you prior to any decision and revised dates offered.

14. PARENTAL BEREAVEMENT LEAVE

You and your partner may be able to take time off work if your child dies, or if you have a stillbirth after 24 weeks of pregnancy.

14.1 Eligibility

14.1.1 You may be eligible if at the time of the child's death or stillbirth, you were:

- the child or baby's parent - either biological, adoptive or parent of a child born to a surrogate
- the partner of the child or baby's parent

Biological parents of the child or baby will not be eligible for Parental Bereavement Leave and Statutory Parental Bereavement Pay after an adoption or parental order was made, unless there was a contact order in place.

14.1.2 If you or your partner had day to day responsibility for the child

You may be eligible if both of the following apply:

- the child or baby was living with you at your home for 4 continuous weeks, ending with the date of death
- you or your partner had day to day responsibility for the child or baby's care during that time
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14.1.3 If you or your partner were being paid to look after the child or baby, you do not qualify for leave or pay unless you were:

- a foster parent being paid a fee or allowance by a local authority
- reimbursed for expenses related to caring for the child or baby
- getting payments under the terms of a will or trust for the child or baby's care

14.1.4 If you or your partner were an adoptive parent

You are eligible for pay or leave:

- after the [adoption order](#) was granted
- before the adoption order was made, if the child was placed with you and the placement was not disrupted (for example, being temporarily placed elsewhere) or stopped

14.1.5 If you or your partner were an adoptive parent of a child from outside the United Kingdom

If you or your partner were adopting a child from outside the United Kingdom and the adoption order had not yet been made, you may still be eligible. Both of the following must apply:

- the child was living with you after entering the United Kingdom
- you have the 'official notification' confirming you were allowed to adopt

14.1.6 If you or your partner had a baby with the help of a surrogate parent

You are eligible for pay or leave:

- after a parental order was made
- before a parental order was made if you had applied or intended to apply for a parental order within 6 months of the child's birth and expected it to be granted

14.2 Parental Bereavement Leave

To get Parental Bereavement Leave, you must also:

- be classed as [an employee](#) - it does not matter how long you've worked for your employer
- give your employer [notice for Parental Bereavement Leave](#)

14.2 Leave

You can take 2 weeks' unpaid leave from the first day of your employment for each child who has died or was stillborn [if you're eligible](#).

You can take:

- 2 weeks together
- 2 separate weeks of leave
- only one week of leave

A week is the same number of days that you normally work in a week.

The leave:

- can start on or after the date of the death or stillbirth
- must finish within 56 weeks of the date of the death or stillbirth

14.3 Taking leave with other types of statutory leave

If you're taking another type of statutory leave (for example, maternity leave or paternity leave) when the child dies or stillbirth happens, your Parental Bereavement Leave must start after the other leave has ended but does not have to be taken immediately after. This includes if the statutory leave is for another child.

If your Parental Bereavement Leave is interrupted by the start of another type of statutory leave, you can take your remaining entitlement to Parental Bereavement Leave after that other leave has ended.

Your remaining Parental Bereavement Leave must still be taken within 56 weeks of the date of death or stillbirth.

11.5 Statutory Parental Bereavement Pay

You'll be able to get either £172.48 a week or 90% of your average weekly earnings (whichever is lower) [if you're eligible](#).

12. Observations

Those engaged as tutors will be subject to the observation process in force at ICMP at the time.

13. Termination

An ZH contract is normally issued for the duration of the Academic year, but may be for a shorter period. The start and end date will be clearly specified in the contract, and it will terminate automatically on the end date specified in it, without the need for either party to give notice to the other. ICMP is not under any obligation to offer you a further contract for the next semester or year, and you are not obliged to accept such an offer if it is made. You are not treated as being an employee of ICMP and are regarded as a worker.

On occasions, ICMP may have to terminate an Assignment before it is completed. If an Assignment is terminated before it is completed, ICMP is released from any obligation to pay any sum relating to the period after the termination took place (other than any payment due in lieu of notice).

If you wish to resign from your ZH contract, you may do so by giving a minimum of one weeks' notice at any time. Your resignation must be submitted in writing to your line manager. This will be acknowledged and you will be informed of your last payment date. A P45 will be issued to you.

ICMP may terminate your ZH contract immediately by giving notice in writing to you if it reasonably considers that you have committed any serious breach of the terms of the contract, or committed any act of gross misconduct. Non-exhaustive examples of where ICMP is

entitled to terminate the contract immediately include circumstances where ICMP reasonably considers that one or other of the following has occurred:

- Failure to teach agreed classes.
- Failure to meet quality standards.
- Unsatisfactory pre-engagement checks or failure to meet the requirements detailed in the Conditions of Engagement paragraph above.
- Unprofessional conduct.
- Any form of dishonesty or failure to disclose relevant information.

14. Sickness Absence

If you have accepted an assignment and are expected to work but are unable to attend because you are sick, you need to inform your line manager as soon as possible but no later than 1 hour before you are due to start work on the first day of absence.

In the event of such sickness absence you are entitled to receive statutory sick pay, subject to satisfying the relevant statutory conditions.

15. Equality & Diversity

ICMP does not tolerate any discrimination in terms of age, gender, race, colour, ethnic origin, gender, marital or civil partnership status, pregnancy, religion or religious belief, sexual orientation, gender re-assignment, gender identity or gender expression.

16. Training/Conferences

If there is ICMP training and development, ZH workers will be invited to attend but this will be unpaid. There is no requirement for ZH workers to attend, however it would be beneficial CPD to the individual.

There is some identified mandatory training that ZH workers are required to attend and this will be paid on an administration rate for the duration of the training only.

17. Access to IT systems

ZH workers will be provided with a log-in and must read and sign a declaration form provided at the registration process before an account is set up for them. They will be given an email account to be used for business purposes only, and access to the relevant systems to enable them to carry out their assignments. Access will be withdrawn on termination of the contract, or in other circumstances where ICMP sees fit to do so.

There is no obligation for ICMP to provide laptops to ZH workers. In extreme circumstances, consideration will be given to requests on a case by case basis. Laptops issued remain the property of ICMP and must be returned on termination of the contract.

18. Whistle blowing

The Whistleblowing policy applies to you. This is available here:
https://theicmp.sharepoint.com/:w:/r/sites/myicmp/gae/_layouts/15/questaccess.aspx?questa

[ccesstoken=lpui6mn3Fn8EbF4Cjar%2Be%2BvFCOjAhcT42KeAz%2BP%2FbrM%3D&docid=2_0951a4c7349ab4bbfa6591a1ea5ff4117&rev=1&e=k09V1E](https://theicmp.sharepoint.com/sites/Staff/policies/Documents/2019-20/POL-AUCO-HS.pdf?ccesstoken=lpui6mn3Fn8EbF4Cjar%2Be%2BvFCOjAhcT42KeAz%2BP%2FbrM%3D&docid=2_0951a4c7349ab4bbfa6591a1ea5ff4117&rev=1&e=k09V1E) .

19. Health & Safety

The Health & Safety policy applies to you. This is available here:
<https://theicmp.sharepoint.com/sites/Staff/policies/Documents/2019-20/POL-AUCO-HS.pdf>