

Inquiry: Response to the House of Commons Business and Trade Committee call for evidence on the Employment Rights Bill

Respondents: Jack Whalley; Chelsea Braithwaite; Charlie Lovatt

Qualifications: Jack has a BA (Hons), MA, PGCE, PgCHPE and is a fellow with the HEA. Jack has over 5-years of experience working in retail positions, as well as over 5-years teaching experience, 2 of which are on 0-hour part-time contracts and is currently working as a 0-hour part-time lecturer within a higher education institute.

Chelsea has a LLB (Hons), MSc, PgCHPE and is a fellow with the HEA. Chelsea has over 4-years of experience working in retail positions, as well as over 4-years teaching experience, 2 of which are on 0-hour part-time contracts and is currently working as a 0-hour part-time lecturer within a higher education institute.

Charlie has a LLB (Hons), MSc, PGCE, and is a fellow with the HEA. Charlie has over 5-years teaching experience, 3 of which are on 0-hour part-time contracts and is currently working as a 0-hour part-time lecturer within a higher education institute.

Response

(1) Does the Employment Rights Bill adequately safeguard the workers it seeks to protect?

And

(2) Are there weaknesses or loopholes in the Bill that could be exploited or have unintended consequences?

Section 27BA Rights for qualifying workers to be offered guaranteed hours

- (1) Where the Bill discusses a 'reference period' in which an employer must make a guaranteed hours offer to a worker, there is a need to identify at what point a 'reference period' starts, i.e., does this period start from the contracted start date, or from a given point. This is particularly important to define as seasonal workers, who often are employed on a 0-hourly/low-hourly basis, may experience extended periods of time with little to no work during the 'reference period'. Additionally, taking into consideration 0-hour contracts within higher education, if, for example, someone is provided with a 0-hour contract at the beginning of May, they may go up to 6-months with no work. Without such clarity within the Bill, many people would struggle to invest in property (as many estate agents/ landlords require 3-6-months proof of stable income to rent or be awarded a mortgage) and will not be able to contribute towards the government's growth goal. Also, if we take into account the current economic climate of the UK and the fact we remain within a cost-of-living crisis,

stability in employment is crucial for many people; by not being explicit in regard to the 'reference period', this stability is not clear.

Section 27BB Requirements relating to a guaranteed hours offer

- (1) The limited-term contracts discussed within Section 27BB, subsection 8 of the Bill notes the termination of limited-term contracts on grounds considered 'reasonable', i.e., if/when specified tasks are complete or when an employer deems reasonable for the contract to expire. The definition of 'limited-term' being that from the 1996 Employment Rights Act referring to a contract not intended for permanency. It would be advantageous to provide a more structured definition regarding what constitutes a 'limited-term contract' with the inclusion of a minimum number of hours an employee on this type of contract should expect either on a weekly (if paid weekly/bi-weekly) or monthly (if paid every 4-weeks/every month) basis. In doing so, this would prevent employers from exploiting this potential loophole in the legislation and possibly create 0-hour fixed-term contracts or low hourly fixed-term contracts. For example, most likely within the lower-level service economy, limited-term employees are recruited to supplement the demand during the Christmas period. However, employers could recruit multiple employees on limited-term contracts for 2-hours a week. This possible loophole will not provide adequate protection to workers, nor will it contribute towards raising living standards across the country, particularly where we see higher levels of deprivation and a higher need for employment.

Section 27BI Right to reasonable notice of a shift

Section 27BJ Right to reasonable notice of cancellation of or change to a shift

- (1) Both sections 27BI and 27BJ, as well as following sections discussing 'reasonable notice' rely on the definition of reasonable notice under section 27BI, subsection 7 "notice of how many hours are to be worked and from what time on which day", which does not provide substantial guidance on what constitutes as 'reasonable notice'. For some individuals, a reasonable notice period is 24-hours in advance, while others may require a few days' notice. For example, single parents or those with additional caring responsibilities may need at least 2-3 days' notice of shift changes, cancellations, or the offer of additional work to make external arrangements to support this change. The inclusion of a minimum notice period for employers and employees will help both parties structure external commitments, especially where those commitments involve a third party.