

I am writing on behalf of **University of Brighton Students' Union**, a registered charity and company ltd by guarantee. Our mission is to make student life better for those studying at the University of Brighton. This includes representing their interests on matters such as employment. We also employ approximately 100 students a year on zero hour contracts, very successfully.

I am responding to two of the areas that are of largest concern for students, and as an employer.

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

Many of the Employment Right Bill's points are very positive for employees and are welcomed. We can also see how the guaranteed hours proposal will benefit people who are on exploitative zero hour contracts, when they are working a set number of hours weekly, and need the security of the income.

However, there are some significant concerns for students and also employers offering seasonal work and the guaranteed hours proposal. University students typically seek work between September and June the following year to match their year structure. They are also often travelling home for 3 weeks breaks at Christmas and Easter time. This term time arrangement currently works very well for the employers and students.

Differences for staff on guaranteed and zero hours

The current proposal states employees will have to be offered guaranteed hours. Whilst staff can turn this down, there are likely to be unintended consequences of them then only receiving hours after those staff on guaranteed hours contracts are fulfilled. This therefore invertedly might disadvantage those who are unwilling or unable to commit to a fixed number of hours.

Seasonal work impact

Additionally, our student staff start annually in September. The first term is normally the lightest on academic workload for students, and the busiest for our students staff hours requirements. This currently works well. However, if we needed to offer a guaranteed contract based on the 12 week average, we would not have the available hours to offer all those students for the remaining 2 terms of the academic year. We would therefore likely have to recruit staff at different times of the year, with significant admin, training, operational and cost implications.

Student Staff Preference

As an employer, we have previously asked our student staff if they would prefer guaranteed hours contracts, they are also clear that this simply does not work for their needs. We allow them to prioritise their studies, and work less hours during assessment times. Students on placements for health and education courses are able to take a few months out from their work with us, rather than having to lose their jobs. Students on some courses also have changed timetables on weekly or fortnightly basis. Again, this would not be compatible.

Student might also find it more challenging to find work with other local employers, as the admin burden might mean potential employers will prioritise non students for their businesses.

Unintended implication of new Sickness rights from Day 1

Whilst we agree with the supporting staff with sickness pay rights from day 1 of sickness, this may unintentionally lead to an increase in staff absence. Staff maybe more inclined to take a day off that is not required, or use the system to avoid having to fulfil the guaranteed hours contract. This will be expensive for the employer, and harder to cover at short notice due to the guaranteed hours contract and change of shift notice proposals.

Europe leading the way?

There are many instances in Europe when student contracts are dealt with differently. Germany, France, Lithuania, Croatia are examples of countries that treat students in full time education differently. Some exempt students from existing rules, some have completely separate contract arrangements in place.

What impact will the areas covered by the Employment Rights Bill have on small, medium and large businesses?

As a small charity and business, we have limited resources to deal with the additional administrative burden of changing contract types for staff, and cost of potentially increased staff sickness. There is also lack of clarity on what the change of shift notice is referring to, which again could be very problematic.

Our student staff are contracted from September to June each year, so we would have the additional burden of contract changes every single year.

These additional costs are not deducted from multimillion pound shareholders, but from our very limited charity resources. The proposal as they are likely to mean we will have to employ fewer staff on these contracts, losing both income for those staff and the Students' Union.