

Consultation on one-sided flexibility

UCEA response pro-forma (based on the Government consultation questions)

Background information: UCEA and the HE sector

This is the response from the Universities and Colleges Employers Association (UCEA) to the Government's consultation on one-sided flexibility in the workplace. The response is based on views provided by 24 of our members as well as information gathered previously from members on this topic.

UCEA is the employers' association for higher education institutions (HEIs) in the UK. Membership is entirely voluntary; we have 164 member institutions which includes all state funded HEIs in the UK. UCEA represents and promotes the interests of its member institutions as employers, while recognising their autonomy and diversity.

UCEA is a source of guidance for HEIs on employment matters. However, HEIs are independent institutions which have autonomy to develop and implement terms and conditions of employment to meet their individual needs, as appropriate, through negotiation and dialogue with trade union representatives at the local level.

The HE sector is comprised of a broad range of institutions, including pre-92 and post-92 institutions, HE colleges, specialist institutions and conservatoires. They vary greatly in their size, focus and mission. Consequently, employment strategies and profiles vary across the sector. There is no single nationally agreed contract of employment or common set of conditions of service; rather HEIs determine their contractual arrangements to meet their needs, usually in consultation with recognised trade unions. Almost all HEIs recognise one or more of the HE trade-unions and approximately 27 per cent of staff in HE are members of a trade union.

Background information on use of variable contracts in the HE sector:

The use of variable hours contracts in the HE sector is limited with the latest data showing around 3% of the FTE workforce employed on these arrangements. Non-standard working arrangements have been the subject of significant focus in recent years and many HEIs have reviewed and revised processes to ensure that work practices work for both employer and employee.¹ Where institutions do make use of variable hours contracts, they are used in many different roles with very different requirements and types of workers. Therefore, a one-size fits all approach is difficult to implement across all job roles in the sector.

The types of job roles that university and colleges use may include, but are not limited to:

¹ See for example – UCEA, 2018. *Flexible and Fair: Improving employment approaches for fixed-term and variable hours staff*. www.ucea.ac.uk/library/publications/flexible-and-fair-Improving-employment-approaches-for-fixed-term-and-variable-hours-staff/

Student ambassadors: Flexible work that can include supporting activities at events such as freshers' fairs, open days, UCAS interviews and campus tours. By its nature, this may not have guaranteed hours and most of the work is offered on an ad hoc basis. There is usually a portal where shifts are posted where ambassadors can sign up to shifts around their studies. Ambassadors are all students and therefore the vast majority will not be reliant on this work as their sole source of income. Our members report that students value the ability to work flexibly around their studies and gain experience for their CVs to use in future employment. These roles offer two-sided flexibility and ambassadors are not penalised for being unable to take up shifts.

Variable-hours teaching staff: These members of staff are teaching-only staff who have variable hours due to student demand. Hours are likely to be determined close to the start of the term as HEIs may not know how many students will attend the institution until after clearing and until students have been given the opportunity confirm their choices – sometimes up until a few weeks into the start of the term. After this period, hours are likely to be set for the term ahead so the short notice will only be for a short period of time. This practice is particularly common for music and language subjects where demand for specific language and instrumental tuition can fluctuate from year to year. These staff are unlikely to be on minimum wage due to their expertise and most will have a minimum number of contracted hours. Some peripatetic teachers, such as sports instructors, may have to cover sickness last minute to ensure legal ratio requirements are met.

Planned short term staff e.g. invigilators or answering the phones during clearing: These members of staff are generally on short-term contracts with designated hours. They are unlikely to be reliant on this source of income due to its short-term nature.

Catering/events staff: These staff members may work in campus cafes and restaurants but also may provide services for external and internal events on an ad hoc basis where required.

Security: These staff members will mostly be on consistent hours but working on a shift timetable. One exception would be when additional security is required at short notice due to unforeseen and perhaps controversial events.

Early years carers: Similar to security staff, this group of workers are likely to have their regular shifts planned in advance though sometimes last-minute cover is needed in the case of sickness absence to ensure required ratios.

“Bank” staff e.g. cover staff in cleaning, security etc.: Due to the nature of this work it can often be last minute as it is primarily to cover for sickness absence, however, staff are aware of this when they sign up to the “bank” and would not receive penalties for being unable to take up shifts. Again, we believe this offers true two-sided flexibility.

A. Right to reasonable notice of work schedules

A.i) Information-gathering

1. What notice (if any), do you give your variable hours workers of their work? Does this vary by different types of work or worker?

Though a small proportion of the total workforce (only 3% of FTE staff are on variable hours contracts in the sector), HEIs make use of variable hours contracts for many kinds of role, each of which has different levels of notice given depending on its requirements. Therefore, a one-size fits all approach would likely be difficult to implement across all job roles in the sector.

According to feedback from members, ancillary staff (cleaning, catering, security) and early years care workers are given as much notice of their shifts as possible. This is likely to range between one and four weeks in advance where demand is unknown depending on the institution. Where demand is already known, for example once courses are confirmed, and for security staff, shifts are often determined a semester in advance with some members currently given up to one year's notice. Shifts are usually determined by the line manager rather than the HR team.

Where hours are offered at short notice, the reasons vary due to:

- **Legal restrictions of the role**, e.g. childcare and sports staff (such as lifeguards) to cover sickness absence due to ratio requirements where a service could not be offered without the required number of staff. In this case, staff members would not be penalised for turning down the shift.
- **Student status**, e.g. student ambassadors experience two-sided flexibility to accept their preferred shifts which are generally offered on an ad Hoc basis. Students often wait until the last minute to accept shifts until they know more about their university workload. These workers are unlikely to be reliant on these wages as their sole source of income and welcome the flexibility these roles offer.
- **Last minute new shifts**, e.g. last-minute events which require catering or security, these hours tend to be offered as overtime, in addition to guaranteed hours or hours offered well in advance.
- **To cover demand**, e.g. variable-hours and peripatetic teachers. Students may sign up to courses at the last minute and institutions may not know how many students they are taking on until after UCAS clearing. This means that shifts may be offered or cancelled up until the first few weeks of a new semester. However, once the course has started, they will know in advance when the teaching hours will commence. These staff usually have a minimum number of contracted hours.
- **Contract type**, e.g. 'bank' staff where the expectation is to cover last minute absences, or short-term staff given contracts for specific pieces of work such as answering the phones during clearing or invigilators who are likely to know the hours when they accept the contract.

Whilst the sector recognises the practices that the LPC is trying to minimise (poor scheduling practice by employers, unpredictability for workers, and income insecurity for workers), HE employers argue that these are not due to poor planning but unforeseen and therefore unplannable circumstances. There are also examples, as provided, where individuals are choosing to take on the roles because of the two-sided flexibility that they offer (such as in the case of bank staff or student ambassadors). In any case, no respondents reported that workers who turned down a shift would suffer any detriment.

2. How are work schedules currently organised or planned, and how are they currently recorded?

For those on variable hours contracts, the arrangement of work schedules including the organising and recording is usually at the discretion of the line managers rather than in a central, institution-wide team. This means that across a large institution, different types of workers will be allocated shifts differently.

For example, the same institution might employ any number of these methods:

- **Online monitoring system**, e.g. Student ambassadors or bank staff sign up for shifts when they arise. They get to choose how many hours they take and when they are. Shifts are available until all the slots have been filled which could be up until the last minute.

- **Rotas prepared in advance on excel sheets, paper or whiteboards**, e.g. Catering/events staff, security teams who receive shifts in advance, these are recorded at the discretion of the line manager
- **Timetabling services**, e.g. variable teaching hours staff who are told their timetable in advance in a similar way to students once the courses are confirmed. This is generally prepared a semester in advance.
- **A call round or text message**, e.g. child-care teams when sickness absence occurs. This method would only be used sparingly in an emergency when the service would have to close due to understaffing.

A.ii) Views on proposals

3. What would you define as 'reasonable notice' of work schedules? Does this vary between different types of work or contexts? And what working hours should be in scope?

Employers in the HE sector aim give as much notice as possible, however, "as much notice as possible" varies significantly dependent on the role in question.

For roles where required staffing numbers are known in advance, such as regular opening hours in a campus café, security staff members on regular working days, cleaning staff or early years carers, between two to four weeks was generally seen as an acceptable period of notice. Many HEIs already offer this amount, or longer, to their staff members.

For "demand-dependent" roles such as events catering staff or student ambassadors it can be more difficult to plan further in advance if events are booked or confirmed at the last minute. For example, a school group visiting the university or a free event which gains popularity only a few days before the event. This can mean that two to four weeks would not be adequate to allow HEIs to continue current working practices. Therefore, for these roles, we suggest one to two weeks would be more reasonable.

'Regular working hours' should be in scope – if they are on a contract with a specific number of hours, all those hours should fall under the reasonable notice to give workers time to find childcare or transportation. If staff members are on zero-hour contracts their "regular hours" could be regularly reviewed based on the work they are undertaking.

We would not regard the term "work schedule" as relating to circumstances where team members agree to cover shifts, either informally or as sickness absence cover, and therefore should not be in the scope of this legislation. This allows flexibility within the team, from both the employer and the employee, to respond to last-minute changes to personal schedules unrelated to the work schedule. Such an approach ensures full-service cover related to unpredictable circumstances.

In order to give staff the flexibility to take on additional work, should they require it, overtime should also not be in the scope of this legislation, though we agree with the LPC that workers should not experience any detriment from employers for turning down these shifts. We also recommend that in this case reasons for not advertising overtime sooner should be offered by the employer.

4. What impact (if any) would the introduction of the right to a reasonable notice of work schedules have on those you represent? How would existing practices change?

HEIs in the sector tend to give as much notice as possible, therefore when they are able, they give more notice, they typically do and this is unlikely to change with the introduction of a statutory

minimum. Therefore, there would be a minimal impact on the amount of notice offered for the vast majority of shifts.

We would agree with the LPC that there would be difficulty in setting a standard “reasonable” notice period as even within HEIs there is a variation between types of workers. HEIs would generally welcome a “baseline level” which would allow HEIs to be more flexible in their approach.

In the case that a statutory minimum was implemented, this could impact a range of stakeholders to differing levels:

- **Institutions:**
 - This could create an administrative burden as the information is stored locally in the teams or not recorded - this would require a large change in processes.
 - Loss of flexibility to accept last minute bookings for events, school groups or campus tours.
 - Financial burden due to increased administration and being unable to accept last minute bookings.
- **Workers:**
 - Loss of flexibility for workers that need to be able to balance work with other commitments such as university work.
 - Loss of income if last minute shifts cannot be offered.
- **Service-users:**
 - Lack of flexibility to book events at the last minute that require catering or having to plan further in advance catering levels, this might be difficult where attendees sign up at late notice.
 - Lack of service if quotas are not met due to sickness absence.

5. When should the right to a reasonable notice of work schedules apply? BEIS has proposed two possible options:

- **Guaranteed from the start of someone’s employment.**
- **After a qualifying period of work.**

Which do you think is more appropriate?

If you think there should be a qualifying period – how long should this be?

The vast majority of the members who provided feedback to us support guaranteeing such rights from the start of employment as they would be unlikely to differentiate between different workers in practice. They believe that this would be not only be more equitable to all workers, but would also be less of an administrative burden. They would be concerned that a qualifying period may lead to bad practices as it could encourage employers to welcome a quicker staff turnover to avoid giving reasonable notice and lower the overall standard.

6. In your view, should Government set a single notice period for work schedules which applies across all employers, or should certain employers / sectors be allowed some degree of flexibility from the “baseline” notice period set by Government? Which employers / sectors (if any) should be allowed some degree of flexibility?

- **Government should set a single notice period that applies across all employers**
- **Certain employers / sectors should be allowed some degree of flexibility**

Please explain your answer

Rather than different sectors having some degree of flexibility, our respondents felt that flexibility should be allowed for certain roles and circumstances. This is in light of the variation within even the HE sector who employ many different types of people.

Though many respondents felt there shouldn't be any exceptions, some raised roles in their institutions where exceptions should be made:

- **Demand dependent roles** - this is where due to last minute changes to event requirements or bookings staff are offered overtime. This is important to ensure the smooth running of the institution.
- **Roles with health and safety requirements** - if unforeseen circumstances such as inclement weather or staff sickness mean that some members of staff are absent, exceptions would need to be made in these roles to "reasonable notice" otherwise the service would have to close.

7. What would be an appropriate "baseline" notice period and degree of flexibility? How would this impact those you represent?

Due to the variation in how HEIs use variable contracts, it is difficult to suggest a "baseline" notice period that would be sufficiently cover all types of staff and meet all the requirements of our institutions. In general, for work that is not demand dependent, 2-4 weeks was viewed as offering a reasonable notice period whilst also allowing some flexibility for both workers and employers.

Where roles are demand dependent, 1-2 weeks was viewed as more appropriate to reflect that it is difficult to plan further in advance than this. However, it was proposed that, where possible, employers should ask for prior availability of their staff members.

As previously mentioned, there should be exceptions to any minimum notice period in areas where service levels would be disrupted without last minute staffing cover. This could be informally asking staff to cover a shift that a worker is unable to work, or more formal absence cover. This is important in allowing staff the flexibility that variable hours contracts can offer them whilst also not preventing staff from taking on additional work where offered. It will also be important to ensure full-service cover during unpredictable circumstances.

In order to give staff the flexibility to take on additional work should they require it, flexibility for employers to offer overtime should also be considered, though we agree with the LPC that workers should not experience any detriment from employers for turning down these shifts.

If these proposed measures were implemented, many institutions would not be affected as they currently offer this level or longer notice of shifts. A few institutions may have to change their processes; however, this would not be a large number.

8. Are there any instances where reasonable notice of a work schedule would not need to be given? If so, for which workers / types of work?

Unforeseeable circumstances do occur and therefore there should be some flexibility, for example:

- Cover required due to sickness absence or inclement weather
- Last minute event bookings and other demand-driven work

In these cases, an explanation should always be offered to the worker as to why this shift is being offered at the last minute and they should be able to decline without experiencing any detrimental effects.

We agree with the LPC that any statutory notice period for providing a work schedule should not prevent individuals from taking work when it is offered, but that where shifts are offered with less

than reasonable notice (such as due to staff illness or overtime), workers would not experience any detriment from employers for turning down those shifts.

Additionally, there may be cases where individuals are contracted to work specified hours for seasonal activity such as examinations and clearing (e.g. invigilators or administrative staff). Individuals undertaking such work are often recruited last-minute but would be aware of the requirements when signing such contracts.

We believe that a consideration ought to be made for workers who rely on flexible hours, and the ability to cancel hours at relatively short notice, to work around other commitments. Particularly in the HE sector, many variable hours workers are students whose availability may change fairly close to when the shift is due to take place – for example, they might need to cancel a shift as they approach a deadline. This not only affects student ambassadors but all student variable hours staff who took the job based on proximity to lectures, for example catering or bar staff. For many of these workers, this means they cannot give managers their availability as far in advance of their shifts as a standard “reasonable notice of hours” might require, or they might need to make changes to their shifts as other commitments approach.

A right to reasonable notice would be difficult for these staff members if they want to cancel shifts within the reasonable notice period. If employers were not able to replace these workers due to the reasonable notice period, this would be problematic for service provision. If employees were prevented from cancelling shifts within the reasonable notice period, this would make the role less attractive to them and – if applied universally – prevent students (and other groups who largely enjoy flexible working) from taking on part-time jobs whilst at university, which would be difficult for many.

Employers should have the flexibility to offer shifts with less notice than the “reasonable notice period” where the staff who had been due to work those shifts have had to cancel.

9. How do you think a reasonable notice of a work schedule would be recorded?

To avoid administrative burden, any proof of an offer of work should be an acceptable form of evidence. This would include, but not limited to:

- Copies of texts or emails sent
- Proof of upload to any portal which workers use to sign up for shifts
- Spreadsheets with date offered included
- Included in HR system
- Dated written hard copies of shifts offered

Different departments in the HEI might use different methods to inform their staff of shift patterns and implementing a new system will cause upheaval. We would not want to increase any burden to these line managers by requiring a specific system to be used.

We agree with the LPC that the need to keep records should be in line with other policies such as NMW requirements.

10. What impact, if any, would the requirement of recording work schedules have on those you represent and how you organise work?

This would depend on how the requirement is implemented. If organisations were required to manage this via a centralised HR management system this would be a financial as well as an administrative burden. They would be required to invest in the new system, train locally based line managers or those that set shifts across the large organisation to ensure they understand any new legal requirements. Our members would like to have flexibility to manage this process in accordance with existing systems.

11. If Government were to introduce the right to a reasonable notice, what support measures would be most useful for employers within statutory guidance?

Institutions would welcome clear and concise set of regulations with detailed guidance of how to implement these changes. They would like to see worked examples of any different applications – particularly regarding casual workers. Examples of contractual templates, templated letters and case studies would also be valued. Ideally, they would appreciate a free and easy-to-use/manage tracking tool.

It would also be important to publicise these rights to employees in clear language.

12. What would an appropriate penalty be in the event of non-compliance? (i.e. when workers are not given reasonable notice of their work schedule, and/or if it is not recorded correctly.)

An implementation period would be welcomed to ensure that organisations have enough time to make the required changes. Particularly during the first few years, auditing should be carried out with a focus on improvement and intention. This would ensure that inadvertent breaches whilst employers are tackling the application of the new legislation were mitigated for.

Our respondents were keen to stress that any financial penalty should not be more than the work/payment of changed or cancelled shifts. An alternative would be that employees could receive the right to take the claim up with an employment tribunal who would decide the penalty.

B. Compensation for shift cancellation or curtailment without reasonable notice

B.i) Information-gathering

13. Please answer the following, with any details/explanations:

- **Are shifts or hours of work cancelled at short notice? Why?**
- **Are reasons provided to workers?**
- **Are these hours then replaced?**

This does happen, though many respondents stressed that this was only on rare occasions. It might be due to inclement weather where the entire site is closed or last-minute event cancellations. In all cases reasons were provided to the workers.

Practice in the sector varies as to whether the hours are subsequently replaced. It is likely that shifts are replaced when staff are on a fixed-hours contract with variable hours. If this is not the case, many institutions will replace these hours where possible. Some institutions explained that this is not always possible.

14. How often are shifts or hours of work cancelled at short notice? Why?

Where HEIs recorded this information, short notice cancellation was reported to be a rare occurrence, however this information is not currently recorded by most of our respondents so we are unable to provide a conclusive response. This highlights the additional burden that would be

required for institutions if they statutorily had to provide evidence of shift cancellations as new processes would need to be introduced.

**15. What notice, if any, is provided before the shift or hours of work are cancelled?
Does this vary at all?**

As the reasons for shift cancellations across the sector are generally unforeseeable, notice of cancellations is sometimes close to the time of the shift. In foreseeable circumstances workers are given as much notice as possible by being notified as soon as the organisation is aware that the shift will have to be cancelled. Most of our members do not have set policies related to cancellation notice.

**16. Do workers receive compensation if shifts or hours of work are cancelled?
If so, what compensation is provided?**

In general circumstances, because this happens so rarely and are cancellations that are often out of the control of the institution, compensation is not provided. However, where possible the shifts are replaced. In the sector there are 2,765 members of staff who are both salaried and on zero hours contracts. [Source: HESA 2017–18. Based on 'head count' numbers. Rounded to the nearest 5.] These staff members would still receive their salary if hours were cancelled as these staff are provided with a pro-rata salary for an agreed period.

17. Does this compensation vary by different types of work/worker? If so, how does this vary?

Generally not, however, where contracts specify a specific number of guaranteed hours this would be honoured, regardless of whether the hours can be replaced.

19. What impacts, both positive and negative, would this proposed policy (i.e. compensation for cancellation) have on your HEI?

As the majority of our respondents try to avoid this and replace hours where possible, the introduction of statutory requirements in line with those proposed would have a minimal impact on the institution. Many institutions in the sector are also looking to reduce numbers of staff on zero hours and hours-to-be-notified contracts and therefore the potential for impact would be further reduced.

The following impacts were suggested by our members:

Positive:

- Encourage a more planned approach, though this is not always possible
- More consideration would be given to shift cancellations, providing more stability for workers
- Workers would be offered greater transparency in terms of their rights and the policies of the institution related to shift cancellation
- Better work-life balance for employees – for example being able to arrange childcare in advance
- Improved job security for workers and the ability to plan income levels once shifts have been accepted rather than after they have been completed

Negative:

- Additional administration by the HEI will be required to report this
- Lack of flexibility offered to customers who book events or additional charges – for example, a cancellation fee might be implemented

- Managers may underestimate length a task would take in order to avoid cancelling hours
- Potentially impact use of agencies if this fee is passed on to institutions from the agency
- Less work available for students and temporary workers
- Given students' current willingness to accept work at short notice, there may be a perverse consequence of rostering less work in advance (to avoid paying workers for cancelled shifts) and relying more on late offers of work, knowing that students are willing to accept this and waive the entitlement to notice.
- Financial impact on the HEI, although it is expected that this will be minimal.

20. The LPC proposed three options for the level of compensation (if this policy is introduced) for shifts or hours which are cancelled at short notice:

- i. **The value of the shift/hours in question**
- ii. **The worker's appropriate NMW rate multiplied by their scheduled number of hours cancelled**
- iii. **A multiple of the worker's appropriate NMW rate (e.g. three times the NMW).**

Which of these would be a 'fair' amount of compensation? If you think option iii is the most appropriate, what multiple would you suggest?

Do you have a different proposal for the level of compensation?

If the policy is introduced, the sector would suggest that it would be fair to have a level of compensation directly related to the worker's income levels as wage rates in HEIs differ significantly depending on the role type (for example, variable hours teaching staff). We are mindful that if the shift is paid as if it were worked, additional benefits may be accrued such as leave allowance. We believe that this should be excluded from the scope of the legislation as the work has not taken place.

In the interest of fairness, either the value of the shift/hours in question or possibly some multiple of the wage (e.g. 1/2 of the value of the shift – given that the work has not been undertaken) where longer notice is given.

For those on a fixed number of hours or where the cancelled hours can be replaced within the salary period, the replacement hours should be counted in lieu of receiving monetary compensation. We believe this would be fair because the worker would sustain the overall level of income.

It is also worth noting that a variable hours contract is not synonymous with a zero-hours contract. Where hours are replaced and therefore staff have no change in the income, compensation is not likely to be as relevant for these staff members.

21. If compensation were introduced, what should be the cut-off point at which employers have to give their workers notice of a cancelled shift or hours (after which workers would become eligible for compensation)?

If compensation were introduced, we suggest the cut-off point should be lower than any reasonable notice period that is suggested from the previous section in this consultation. For example, if the notice period was 2 weeks, we would suggest one week's notice for cancellations be sufficient. There could be a tapered approach to cancellation compensation, for example, at one week 50% of the shift value is paid but at two days the full value of the shift is paid.

As previously mentioned, the rate of cancellation for shifts is very low across the HE sector. When this does happen it is usually for unforeseen circumstances such as inclement weather or event

cancellation (this of itself is rare). This means that an introduction of compensation would do little to encourage better planning in the sector as currently planning is done as far in advance as possible. It also means that workers are only rarely left uncompensated for work that has been offered to them.

22. If Government were to implement a policy where the notice period for cancelling shifts or hours of work was shorter than the amount of time you suggest in question 20, what impact (if any) would this have on your HEI?

Due to the current lack of reporting on this across the sector, it is difficult to know the full extent to which any of these impacts would affect the sector. However, foreseeable affects included:

- Introducing last minute cancellation fees to external and internal organisations who book events. This might impact revenue for hospitality and events services as booking levels may be affected.
- A concern raised by one of our members was that if the compensation cut-off point was too far in advance of the shift, if employers felt that if they had an event that had a moderate probability of cancellation, they would simply not advertise the event until they were sure it was likely to go ahead (which could only be a few days before it was due to take place depending on sign up events). They might then only offer the shift as over-time which would be an unintended consequence of the legislation which would be counter intuitive to the legislation's intent. This might also impact on the type of individuals employed as it would depend on their ability to respond to last minute offers of work.
- Though likely to be rare occurrences, any compensation required to be paid would be to the financial detriment of the HEIs.

As these instances are likely to be rare, the scale of such impacts relative to the organisation is limited. However, depending on the detail of the requirements this could have significant effects on certain parts of the organisation such as hospitality and conference services.

23. Should all types of employer, across all sectors, be expected to pay compensation?

Yes. Any differentiation should be based upon role type rather than sector. For example, a cleaner working in healthcare should not be treated differently from a cleaner in the HE sector even if exceptions are made for emergency service workers.

24. Which workers, if any, should be exempt from receiving compensation?

If compensation were to be introduced, all workers should be eligible. However, for those on a fixed number of hours or where the cancelled hours can be replaced within the salary period, the replacement hours should be counted in lieu of receiving monetary compensation. We believe this would be fair because the worker would sustain the overall level of income.

25. When should the right to compensation apply? BEIS has proposed two possible options:

- **Guaranteed from the start of someone's employment.**
- **After a qualifying period of work.**

Which do you think is more appropriate?

As with the introduction of a right to reasonable notice of work, the vast majority of our members think that such rights should be guaranteed from the start of employment. They believe that this would be not only be more equitable to all workers, but would create less of an administrative burden. They would be concerned that a qualifying period may lead to bad practice as it could

encourage employers to welcome a quicker turn around to avoid giving reasonable notice and lower the overall standard. The administration required to record different workers' rights and when they qualified for reasonable notice would cause significant burden to our institutions.

26. How should a policy to provide compensation for short notice shift cancellations be designed to best target workers who actually experience one-sided flexibility (and minimise unintended consequences on those who enjoy two-sided flexibility)?

For example, BEIS has suggested that the protection could apply to those below a certain income level, or those close to the NMW, or those on certain types of contract (e.g. zero hours).

UCEA believes that the proposal to only provide compensation to those working at or close to the NMW would not work in practice because, amongst other things, it would disproportionately affect those just above any cut off point. Unless a tapering system were implemented to counter these affects, those on NMW could receive compensation whilst someone earning 20p extra an hour would receive nothing. We believe this to be unfair in principle. A tapering system, for example, where those earning up to £9 above the NMW receive a decreasing proportion of their salary as compensation would be incredibly difficult to implement for those working in payroll.

An alternative to this would be to only pay NMW to everybody regardless of salary to ensure that those on the lowest salaries are compensated at least a proportion of their salary rather than nothing if they are just above the NMW. However, as mentioned above, this ignores that workers may be reliant on an income despite being on an ostensibly higher hourly wage – for example if those that only work few hours.

Therefore, we suggest that (if compensation requirements are implemented) that this be for everybody rather than a subsection of employees based on salary.

C. Guidelines for employers

27. What could employers and employer representatives do to share best practice and drive change through their workforce and sector?

Useful sharing of best practice could include:

- Worked examples of any different applications – particularly regarding a casual workforce
- Examples of contractual templates, templated letters and case studies.
- Best practise of recording systems