

Good Work: the Taylor Review of Modern Working Practices – Consultation on measures to increase transparency in the UK labour market

The Equality and Diversity Forum (EDF) is the national network of organisations committed to equal opportunities, social justice, good community relations, respect for human rights and an end to discrimination based on age, disability, gender and gender identity, race, religion or belief, and sexual orientation. Further information about our work is available at www.edf.org.uk. Our members can be found here

This response has been prepared by _____ on behalf of
the EDF which is a registered charity.

Section A – Written Statements

Q9 To what extent do you agree that the right to a written statement should be extended to cover permanent employees with less than one month's service and non-permanent staff?

Agree strongly. The EDF considers that it is very important that employees know and understand both what is expected of them and what they can expect from their employers. It will prevent later misunderstandings and enable and encourage both employers and employees to plan ahead. Understanding expectations by all parties to a contract sits at the core of any contract and is fundamental to its success.

Q10 The following items are currently prescribed contents of a principal written statement. Do you think they are helpful in setting out employment particulars?

a) The business's name

Yes

b) The employee's name, job title or a description of work and start date

Yes

c) If a previous job counts towards a period of continuous employment, the date that period started

Yes.

d) How much, and how often, an employee will get paid

Yes.

e) Hours of work (and whether employees will have to work Sundays, nights or overtime)

Yes.

f) Holiday entitlement (and if that includes public holidays)

Yes.

g) Where an employee will be working and whether they might have to relocate

Yes

h) If an employee works in different places, where these will be and what the employer's address is

Yes.

Q11 Do you agree that the following additional items should be included on a principal written statement:

a) How long a temporary job is expected to last, or the end date of a fixed term contract?

Agree strongly. This will avoid any misunderstandings and ensure that an individual can plan their future employment.

b) How much notice the employer and the worker are required to give to terminate the agreement?

Agree strongly.

c) Sick leave and pay entitlement?

Agree strongly.

d) The duration and conditions of any probationary period?

Agree strongly.

e) Training requirements and entitlement?

Agree strongly.

f) Remuneration beyond pay e.g. vouchers, lunch, uniform allowance?

Agree strongly.

g) Other types of paid leave e.g. maternity, paternity and bereavement leave?

Agree strongly.

Q12 To what extent do you agree that the principal written statement should be provided on (or before) the individual's start date?

Agree strongly. It is important that there is clarity on the terms and conditions from day one if not before. Many of these terms will have been discussed when the job offer is made.

Q13 To what extent do you agree that other parts of the written statement should be provided within two months of their start date?

Agree strongly.

Section B: Continuous Service

Q20 What do you think are the implications for business of the current rules on continuous service?

The only negative implications will be for those minority of businesses that are actively seeking to avoid giving or recognising their employees' rights.

Q21 If you are employed, or represent employees what are the implications for you or those you represent of the current rules on continuous service?

Not applicable.

Q22 Do you have examples of instances where breaks in service have prevented employees from obtaining their rights that require a qualifying period?

Yes, there are examples of employers deliberately dismissing employees just before they reach the qualifying period of employment and then being willing to re-employ them shortly afterwards. There are also examples of employees who take 1 to 2 months unpaid leave from their job to visit relatives and find on their return that they have lost their continuous service.

Loss of continuous service may also impact on the accrual of pension rights.

In addition, the position of supply teachers and sessional teachers needs to be considered as well as that of workers with zero hours contracts..

A balance needs to be struck between the economy's need for a flexible workforce and an employee's need for certainty about their future.

Q23 Do the current rules on continuous service cause any issues in your sector?

Yes, see above answer to Q22.

Q24 We have committed to extending the period counted as a break in continuous service beyond one week. What length do you think the break in continuous service should be?

2 or 3 months.

Q25 Do you believe the existing exemptions to the break in continuous service rules are sufficient?

No, we consider that longer breaks should be considered.

Q26 We intend to update the guidance on continuous service, and would like to know what types of information you would find helpful in that guidance? (Select all that apply)

Real examples from case law are the most helpful as they enable people to understand the application of these rights in practice. Signposts to further information and information on what to do if you feel your employer has not complied with the legislation are also important.

Section C: Holiday Pay

Q27 Do you think that the government should take action to change the length of the holiday pay reference period?

No, we agree with the TUC that c

Section D: Right to Request

Q31 Do you agree that we should introduce a Right to Request a more stable contract?

Yes.

Q32 Should any group of workers be excluded from this right?

No.

Q33 Do you think this will help resolve the issues the review recommendations sought to address?

Yes, it could do however this is only a right to request not a right to be given a more stable contract.

Q34 Should employers take account of the individual's working pattern in considering a request?

Yes.

Q35 Should there be a qualifying period of continuous service before individuals are eligible for this right?

Yes.

Q36 What is an appropriate length of time the employer should be given to respond to the request?

1 month should be sufficient for the employer to consider whether it is appropriate to introduce a more stable contract in any particular situation.

Q37 Should there be a limit on the number of requests an individual can submit to their employer in a certain period of time?

Yes.

Please explain your reason for this and include a suggestion of what an appropriate limit might be and why.

Q38 When considering requests, should Small and Medium Enterprises (SMEs) be included?

Yes.

If yes, do you think they should have any dispensations applied e.g. longer to respond?

No.

