



THE FLEET TOWN COUNCIL NOTICE OF MEETING

Notice is hereby given of

THE MEETING OF THE ESTABLISHMENT COMMITTEE

Wednesday 8th July 2026 at 7pm in The Harlington – Music Room

All members are summoned to attend

To Councillors: P. Einchcomb, L. Holt, E. May, P. Powell, R. Schofield,
P. Wildsmith, G. Woods

Rita Tong, Executive Officer
1st July 2026

AGENDA

1.	ELECTION OF CHAIRMAN To receive nominations for and to elect a Chairman of the Establishment Committee for the local government year 2026/2027.
2.	ELECTION OF VICE CHAIRMAN To receive nominations for and to elect a Vice Chairman of the Establishment Committee for the local government year 2026/2027.
3.	APOLOGIES Schedule 12 of the LGA 1972 requires a record to be kept of members present, and that this record forms part of the minutes of the meeting. A resolution must be passed on whether the reason(s) for a member's absence are acceptable.
4.	DECLARATIONS OF INTEREST Under the Local Authorities Localism Act 2011, members must declare any interest and the nature of that interest, which they may have in any of the items under consideration at this meeting. Members are reminded that they must disclose both the existence and the nature of a personal interest that they have in any matter to be considered at this meeting. A personal interest will be considered a prejudicial interest if this is one in which a member of the public with knowledge of the relevant facts would reasonably regard as so significant that it is likely to prejudice the members' judgement of the public interest.
5.	QUESTIONS FROM THE PUBLIC (3 min per person maximum 15 minutes) To receive questions and statements from members of the public.
6.	MINUTES OF PREVIOUS MEETING To approve and sign as a correct record the main minutes and the confidential minutes of the last meeting held on 25 th February 2026 (<i>copies attached</i>).

Part 1 – ITEMS FOR DECISION

7.	<p>EMPLOYMENT LAW UPDATE – ZERO-HOURS CONTRACTS</p> <p>Members are advised that the Government is consulting on the implementation of new employment rights for workers engaged on zero-hours contracts and certain low-hours contracts through its consultation, <u>Ending one-sided flexibility: reforms of zero hours and similar contracts</u>.</p> <p>The proposed reforms would introduce a right for eligible workers to be offered guaranteed hours reflecting their regular working pattern, require employers to provide reasonable notice of shifts, and provide compensation where shifts are cancelled, moved or curtailed at short notice. The proposals are not intended to ban zero-hours contracts where workers wish to remain on such arrangements but are designed to address concerns around one-sided flexibility and insecure work.</p> <p>The consultation seeks views on how these measures should be implemented in practice and will inform the final legislation.</p> <p>RECOMMENDATION</p> <p>Members are requested to consider the consultation and determine whether the Council wishes to submit a formal response.</p>
<p>Part 2 – ITEMS TO NOTE</p>	
8.	<p>TRAINING UPDATE</p> <p>Members to note training received by Officers since the last Establishment Committee meeting.</p>
9.	<p>STAFFING UPDATES</p> <p>Members to note staffing updates since the previous Establishment Committee meeting.</p>
10.	<p>HEATWAVE JUNE 2026</p> <p>Members are advised that, during the recent period of exceptionally high temperatures, the Executive Officer authorised the office to close at 1.00pm on Wednesday 24 June, Thursday 25 June and Friday 26 June 2026. Despite the use of a portable air conditioning unit, the internal office temperature exceeded 30°C by early afternoon on each day. Having assessed the conditions, the Executive Officer determined that the working environment was no longer suitable for staff to remain in the office and, in the interests of staff welfare and health and safety, staff were permitted to leave early.</p>
11.	<p>NJC PAY AWARD 2026</p> <p>Members are advised that the National Joint Council (NJC) employers have made a pay offer of 3.3% on most spinal column points for 2026/27. This compares with the 3.5% pay increase approved by Fleet Town Council for its employees for the same period. The Council's pay award therefore remains above the current national offer.</p>
12.	<p>DATE AND TIME OF NEXT MEETING</p> <p>The next meeting of the Establishment Committee is scheduled to be held on Wednesday 18th November 2026 at 7pm in The Harlington (Music Room).</p>
<p>Part 3 – CONFIDENTIAL ITEMS FOR DECISION</p>	
<p>Under the Public Bodies (Admission to Meetings) Act 1960 Exclusion of the public in accordance with Section 1(2) and by reason of the confidential nature of the business of the Town Council, the Public and Press will be excluded from the Meeting.</p> <p>The following types of business will be treated as confidential:</p> <ul style="list-style-type: none"> a. Matters relating to individual staff, engagement, terms of service, conduct and dismissal of employees b. Terms of tenders, and proposals and counter-proposals in negotiations for contracts c. Receipt of professional legal advice and preparation of cases in legal proceedings d. The early stages of any dispute e. Matters of a commercial nature 	

13.	STAFF SALARY RECOMMENDATIONS FOR 2026/27 To discuss a query made by a staff member in relation to the salary recommendations for 2026/27. RECOMMENDATION To agree a response to the query raised.



FLEET TOWN COUNCIL

MINUTES OF THE ESTABLISHMENT COMMITTEE MEETING

held on

Wednesday 25th February 2026 at 7pm

* Councillor Woods (Chairman)

* Councillor Tilley (Vice Chairman)

* Councillor Einchcomb

* Councillor Powell

* Councillor Holt

* Councillor Schofield

0 Councillor May

Councillor Wildsmith

* Present # Absent & No Apology Received 0 Apology for Absence L Late

Also in attendance:

Rita Tong – Executive Officer

EST FEBRUARY 2026 ITEM 1

APOLOGIES

Members received and accepted the apologies as noted above.

EST FEBRUARY 2026 ITEM 2

DECLARATIONS OF INTEREST

There were no declarations of interest.

EST FEBRUARY 2026 ITEM 3

QUESTIONS FROM THE PUBLIC

There were no members of the public present.

EST FEBRUARY 2026 ITEM 4

MINUTES OF PREVIOUS MEETING

The minutes of the Establishment Committee meeting held on 12th November 2025 were approved and signed by the Chairman.

EST FEBRUARY 2026 ITEM 5

ADOPTION & SURROGACY POLICY

Members considered the updated *Adoption and Surrogacy Policy* and associated procedure.

RESOLVED

To approve the updated *Adoption and Surrogacy Policy* and associated procedure.

EST FEBRUARY 2026 ITEM 6

BEREAVEMENT LEAVE POLICY

Members considered the updated *Bereavement Leave Policy* and associated procedure.

Members requested that the reference to Clerk be amended to Executive Officer in Section 9.

RESOLVED

To approve the updated *Bereavement Leave Policy* and associated procedure subject to the amendment above.

EST FEBRUARY 2026 ITEM 7

FLEXIBLE WORKING PROCEDURE

Members considered a new *Flexible Working Procedure*.

The statutory framework governing flexible working has changed in recent years, most notably through amendments to the Employment Rights Act 1996 and the Flexible Working Regulations. Employees now have a day-one right to request flexible working, may make up to two requests in a 12-month period, and employers are required to consult meaningfully before reaching a decision within a statutory timeframe.

Approval of the procedure does not create an automatic right to flexible working, nor does it reduce the Council's ability to refuse requests where operational requirements cannot be met.

RESOLVED

To approve the new *Flexible Working Procedure*.

EST FEBRUARY 2026 ITEM 8

ANNUAL LEAVE PROCEDURE

Members considered a new *Annual Leave Procedure*.

While the Council has long operated practical arrangements for managing annual leave, these have not previously been set out in a formally approved document. This document has been developed as a procedure, setting out how officers will apply the Council's legal obligations in a consistent and transparent way, without restating legislation or creating additional policy commitments.

The procedure does not create new entitlements beyond those provided by law, nor does it remove any existing contractual rights. Its purpose is to ensure that the Council's statutory obligations are applied fairly, lawfully and consistently.

RESOLVED

To approve the new *Annual Leave Procedure*

EST FEBRUARY 2026 ITEM 9

TRAINING UPDATE

Members noted training received by Officers since the last Establishment Committee meeting.

EST FEBRUARY 2026 ITEM 10

STAFFING UPDATES

Members noted staffing updates since the previous Establishment Committee meeting.

Members resolved to approve an additional one month's paid sick leave for a member of staff, in addition to the 12 weeks already granted. The situation will be monitored. Should any further period of paid sick leave be required, delegated authority is granted to the Executive Officer, in consultation with the Chairman of the Establishment Committee, to approve such leave.

EST FEBRUARY 2026 ITEM 11

UPCOMING CHANGES TO EMPLOYMENT LAW

Members noted the attached report detailing employment law changes.

EST FEBRUARY 2026 ITEM 12

EMPLOYMENT CONTRACTS

Members received an update on the progress made by the Executive Officer in harmonising staff employment contracts. Five members of staff have been transferred onto the most up to date contract, with two remaining outstanding.

EST FEBRUARY 2026 ITEM 13

DATE AND TIME OF NEXT MEETING

The next meeting of the Establishment Committee is scheduled to be held on Wednesday 8th July 2026 at 7pm in The Harlington (Music Room).

Part 3 CONFIDENTIAL ITEMS

The Chairman stated the reasons that the remainder of the meeting should be held in confidential session is due to matters relating to individual staff and terms of service being discussed.

RESOLVED

That subject to the Public Bodies (Admission to Meetings) Act 1960 Exclusion of the public in accordance with Section 1(2) and by reason of the confidential nature of the business of the Town Council, the Public and Press will be excluded from the Meeting.

EST FEBRUARY 2026 ITEM 14

STAFF SALARY RECOMMENDATIONS FOR 2026/27

Members received the Executive Officer’s recommendations for salary increases to take effect from 1 April 2026.

In setting the salary levels for staff, members noted the annual CPI rate at December 2025 was 3.6%, dropping to 3.2% in January 2026 and projected to be an average 2.5% in 2026.

Members noted that the minimum wage for workers over the age of 21 is set to rise to £12.71 in April 2026. This increase has been fully budgeted.

RESOLVED

To agree staff salaries for the year beginning 1 April 2026.

The meeting closed at 9.01pm.

Signed: **Date**.....
Chairman

About you

Please provide the following information to help us understand the context of your response:

Question 1: Please indicate whether you are responding as:

- An individual
- An academic, or on behalf of an academic or research organisation
- An employer
- A legal representative
- A business representative organisation (please specify)
- A trade union or staff association (please specify)
- A charity or interest group
- Other – please specify

Question 3: You selected that you are responding as an employer, are you (select all that apply):

- A direct employer
- A hirer of agency workers
- An agency
- An umbrella company
- Other – please specify

Question 4: If responding as an employer, business or business owner, approximately what is the size of your business? If responding as an individual or worker, what size workplace are you employed in?

- Micro (1 to 9 employees)
- Small (10 to 49 employees)
- Medium (50 to 249 employees)
- Large (250+ employees)
- Don't know
- Not applicable

Question 6: Where are you located? Please tick boxes for your main locations.

- North-East
- North-West
- Yorkshire and The Humber
- East Midlands
- West Midlands
- East of England
- London
- South-East
- South-West
- Wales

- Scotland
- Northern Ireland
- Other (please specify)

Question 7: What sector are you based in?

- Accommodation and food services
- Activities of households as employers; undifferentiated good and services-producing activities of households for own use
- Administrative and support services activities
- **Arts, entertainment and recreation**
- Agriculture, forestry and fishing
- Construction
- Education
- Electricity, gas, steam and air-conditioning supply
- Financial and insurance activities
- Health
- Information and communication
- Manufacturing
- Mining and quarrying
- Production
- Professional, scientific and technical activities
- Public administration and defence, compulsory social security
- Real estate activities
- Repair of motor vehicles and motorcycles
- Social care
- Services sector
- Transportation and storage
- Water supply; sewerage, waste management and remediation activities
- Wholesale and retail trade
- Other service activities
- Other (please specify)

Question 8: If you are an employer or individual, what type of organisation (do you work for)? (Please select from the following)

- Private sector organisation
- **Public sector**
- Charity or voluntary sector
- Don't know

PART 1: Right to guaranteed hours

Qualifying for the right to guaranteed hours (directly engaged workers)

The Act creates a new obligation for employers to make a guaranteed hours offer to qualifying workers. It will be the responsibility of the employer to make a guaranteed hours offer when required.

The right to guaranteed hours is intended for workers who regularly work for an employer but whose contractual arrangement does not reflect the hours they regularly work. The right will allow in scope workers to enter into a guaranteed hours contract that reflects the hours they regularly work, should they wish to.

The guaranteed hours offer will be an offer to a worker to enter into a new or varied worker's contract. If a worker accepts the offer, their contract must set out the number of hours of work the worker would need to work and the employer would need to provide. The hours offered must reflect the number of hours that the worker worked for that employer during a reference period.

In order to be in scope of the right to guaranteed hours, a worker must either:

- work for their employer on a zero hours contract or arrangement;
- have a number of hours guaranteed in their contract that is below an 'hours threshold' which will be specified in regulations.

To qualify, they will also have to meet the conditions:

- the worker must have worked during the reference period
- if the worker worked on a contract with a number of guaranteed hours below the hours threshold, they must have worked during the reference period in excess of the hours set out in their contract
- the worker's hours of work must have met the regularity requirements
- the worker must not be an 'excluded worker', if any exclusions are made in regulations

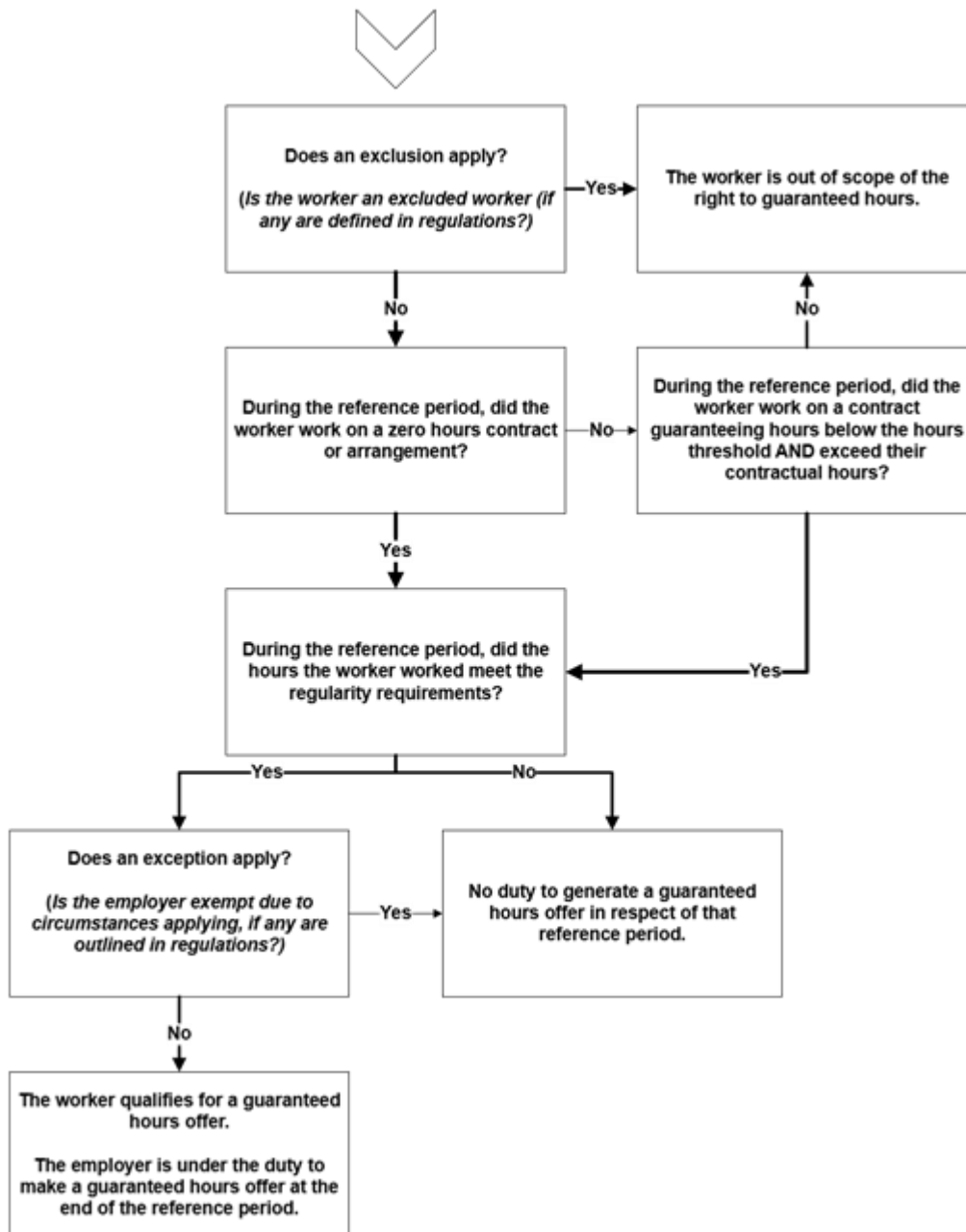
A worker will be able to decline the guaranteed hours offer and remain on their existing contract or arrangement if they prefer. Workers who reject an offer, who do not qualify for one, or who work more than the hours in their previous guaranteed hours contract (and are still below the hours threshold) may qualify for an offer following subsequent reference periods. In that case, it will be the employer's responsibility to make that offer.

Workers will be able to enforce their right to guaranteed hours by making a claim to an employment tribunal. For example, if a worker qualifies for the right but does not receive a guaranteed hours offer from their employer, they will be able to make a claim to an employment tribunal.

The Act repeals the Workers (Predictable Terms and Conditions) Act 2023 - the '2023 Act'. The 2023 Act would have brought in a 'right to request' a predictable work pattern, which could be turned down by the employer. This government believes that employers should be required to offer guaranteed hours to all qualifying workers, so the Act repeals the 2023 Act.

Through this consultation, the government aims to gather views on how the specific measures should be defined in regulations, to ensure the intended benefits are achieved. The government is seeking views on a range of options to best understand how different parts of the regulations interact with each other and to gather evidence on potential unintended consequences.

Chart A below outlines the criteria which a worker must meet to qualify for a guaranteed hours offer. In some specific cases, the duty will not apply even if the criteria below are met – for example, if the employer and a trade union have opted out of the right through a collective agreement.



Text description of flowchart A

Question 1: Does an exclusion apply? (Is the worker an excluded worker, if any are defined in regulations?) If yes, the worker is out of scope for the right to guaranteed hours. If no, go to Question 2.

Question 2: During the reference period, did the worker work on a zero hours contract or arrangement? If yes, go to Question 4. If no, go to Question 3.

Question 3: During the reference period, did the worker work on a contract guaranteeing hours below the hours threshold AND exceed their contractual hours? If yes, go to Question 4. If no, the worker is out of scope of the right to guaranteed

hours.

Question 4: During the reference period, did the hours the worker worked meet the regularity requirements? If yes, go to Question 5. If no, there is no duty to generate a guaranteed hours offer in respect of that reference period.

Question 5: Does an exception apply? (Is the employer exempt due to circumstances applying, if any are outlined in regulations?) If yes, there is no duty to generate a guaranteed hours offer in respect of that reference period. If no, the worker qualifies for a guaranteed hours offer. The employer is under the duty to make a guaranteed hours offer at the end of the reference period.

Qualifying for the right to guaranteed hours (agency workers)

The Act extends the right to a guaranteed hours offer to qualifying agency workers. Hirers will have the obligation to make guaranteed hours offers to qualifying agency workers. Guaranteed hours offers must reflect the hours that the agency worker works under the direction and supervision of that hirer during the relevant reference period. If an agency worker accepts a guaranteed hours offer from a hirer, they will take up a worker's contract with a hirer and be directly engaged by that hirer.

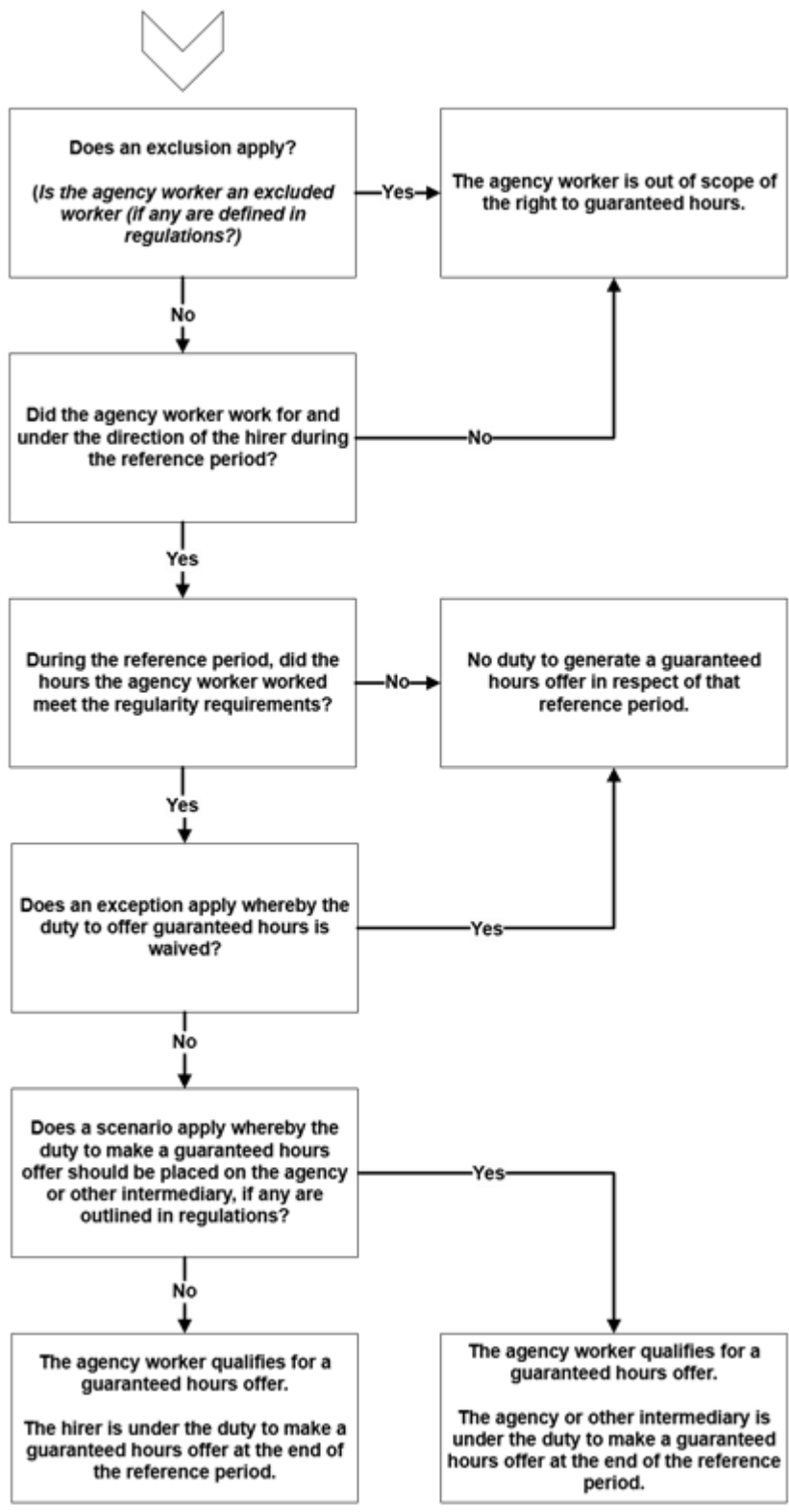
The conditions that an agency worker must meet to qualify for the right will be set out in regulations and may vary from those set out for directly engaged workers. Agency workers will have the right to decline a guaranteed hours offer and remain on their existing arrangement if they prefer.

To qualify for a guaranteed hours offer, an agency worker must:

- have worked for and under the supervision and direction of the hirer during the reference period;
- have met the regularity requirements; and
- not be an 'excluded agency worker', if any exclusions are made in regulations.

Chart B below outlines the criteria which an agency worker must meet in order to be in scope to receive a guaranteed hours offer. There are circumstances where the duty will not apply even if the criteria below are met – for example, if the terms of a collective agreement modifying or opting out of the zero hours contracts measures have been incorporated into an agency worker's contract.

Chart B. Qualifying criteria for the right to guaranteed hours for agency workers



Text description of chart B

Question 1: Does an exclusion apply? (Is the agency worker an excluded worker, if any are defined in regulations?) If yes, the agency worker is out of scope for the right

to guaranteed hours. If no, go to Question 2.

Question 2: Did the agency worker work for and under the direction of the hirer during the reference period? If yes, go to Question 3. If no, the agency worker is out of scope for the right to guaranteed hours.

Question 3: During the reference period, did the hours the agency worker worked meet the regularity requirements? If yes, go to Question 4. If no, there is no duty to generate a guaranteed hours offer in respect of that reference period.

Question 4: Does an exception apply whereby the duty to offer guaranteed hours is waived? If yes, there is no duty to generate a guaranteed hours offer in respect of that reference period. If no, go to Question 5.

Question 5: Does a scenario apply whereby the duty to make a guaranteed hours offer should be placed on the agency or other intermediary, if any are outlined in regulations? If yes, the agency worker qualifies for a guaranteed hours offer. The agency or other intermediary is under the duty to make a guaranteed hours offer at the end of the reference period. If no, the agency worker qualifies for a guaranteed hours offer. The hirer is under the duty to make a guaranteed hours offer at the end of the reference period.

The hours threshold

A worker will be in scope of the right to guaranteed hours if:

- they are guaranteed no hours (that is, they are a zero hours worker), or
- if they are guaranteed a number of hours during the reference period up to and including a maximum number outlined in regulations, which we refer to as the 'hours threshold'.

The government's focus is on giving a baseline of income security and predictability to those who do not have it. The intention of the hours threshold, in line with the objectives of the right to guaranteed hours, is to include in scope workers who are guaranteed some hours, but experience unpredictability of hours and income in a similar way to zero hours workers. It is not the government's intention to include workers in scope who already have a baseline level of security and predictability.

According to Living Wage Foundation research ([Report](#)), 68% of workers on contracts guaranteeing 1 to 8 hours per week work beyond their contracted hours,

compared to 49% on 9 to 15 hours and 19% on 16 to 24 hours.

Example: If the hours threshold was set at 12 hours per week, any worker on a contract guaranteeing 12 hours or fewer per week would be in scope of the right to guaranteed hours. Any worker guaranteed more than 12 hours per week during the reference period would be out of scope.

The options below represent a range of options to understand potential implications. The government will carefully consider the impacts of each option on workers who have some guaranteed hours and their impacts on businesses and the economy before making a final decision. The government's preference is to set the threshold within the range of 8 to 20 hours per week – on the basis that options within this range are more likely to balance the needs of employers and workers and provide a favourable balance of costs and benefits.

The options below for the hours threshold are expressed in terms of a number of hours per week for illustrative purposes. However, we recognise that not all workers are guaranteed hours on a weekly basis – for example, some workers are guaranteed hours over a month or year. We will ensure that we account for this when making regulations.

Q1.a: For directly engaged workers, which of the following options should the hours threshold be:

- 8 hours per week
- 12 hours per week
- 16 hours per week
- 20 hours per week
- 24 hours per week
- 28 hours per week
- 32 hours per week
- 36 hours per week
- 40 hours per week
- 44 hours per week
- 48 hours per week
- Other (please specify)

Q1.b: Please explain your answer

The government is committed to exploring potential unintended consequences before making regulations and is seeking input to better understand what unexpected effects the different hours threshold options might have.

Q1.c: Which option(s) (including any not outlined above) do you think could have an impact on the number of contracted hours in job offers?

Q1.d: Which option(s) (including any not outlined above) do you think could have an impact on the availability of additional hours for workers?

Q1.e: Which option(s) (including any not outlined above) do you think could have an impact on the availability of additional hours for particular groups of workers sharing a protected characteristic under the Equality Act 2010?

The following questions relate to the application of the hours threshold to agency workers. If you prefer not to respond to these questions, please proceed to next section on the Initial length of reference period. Whilst the government understands that the majority of agency workers do not have any hours guaranteed to them contractually, some do (for example, by their agency). As for directly engaged workers, the government intends to exclude agency workers from the right to guaranteed hours where they are already contractually guaranteed hours (for example, by their agency) over an hours threshold, to be specified in regulations. The government's preference is to set the threshold within the range of 8 to 20 hours per week – on the basis that options within this range are more likely to balance the needs of employers and workers.

Regulations could establish that agency workers would be excluded from scope of the right to guaranteed hours offers either:

- Where they already have a contract guaranteeing hours above the threshold (for example, by their agency) regardless of which hirer these hours are to be worked for; or
- Where they already have a contract guaranteeing hours above the threshold (for example, by their agency) specifically for one hirer.

Please Choose:

- Answer questions relate to the application of the hours threshold to agency workers

- Skip to next section

Length of initial reference period

Guaranteed hours offers must be calculated by employers based on the hours worked by a qualifying worker during a reference period.

The initial reference period will start either when the measures come into effect for workers who are already employed, or – for those not employed at the time the measures come into effect - the first day of employment of workers after the measures have commenced. The end of the initial reference period (and therefore its length) will be set out in regulations.

The government's preference is for the initial reference period to be 12 weeks long. A 12-week reference period balances the need for qualifying workers to be offered guaranteed hours reasonably soon after they start a role, and the need for a reference period long enough to establish the hours they regularly work.

After the initial reference period there will be subsequent reference periods which may be longer than the initial reference period. Subsequent reference periods are covered in questions 6 and 7.

Q4.a: How long should the initial reference period be for directly engaged workers?

- 12 weeks (Government preferred option)
- 26 weeks
- 52 weeks
- Other

Q4.b: Please explain your answer

The following question relates to the length of the initial reference period for agency workers. If you prefer not to respond to this question, please proceed to the next section.

Agency workers will also undertake an initial reference period with a hirer, which will start either when the measures come into effect (in cases where the agency worker is already working for the hirer), or on the first day on which the agency worker

works for the hirer after the measures commence. Defining the end date of the initial reference period (and therefore its length) for agency workers needs to strike the right balance between ensuring that agency workers do not suffer one-sided flexibility for an extended period of time, while providing a period of time long enough to establish the hours they regularly work under the supervision and direction of a hirer.

As with directly engaged workers, there will be subsequent reference periods after the initial reference period. Subsequent reference periods for agency workers are covered in questions 8 and 9.

Please Choose:

- Answer questions relate to the length of the initial reference period for agency workers
- Skip to next section

Subsequent reference periods

After the initial reference period, there will be subsequent reference periods. At the end of each reference period (initial or subsequent) employers will be required to issue guaranteed hours offers to qualifying workers. Workers may be able to qualify for a guaranteed hours offer after a subsequent reference period if:

- They qualified for a guaranteed hours offer after the previous reference period but did not accept it, and meet the qualifying requirements at the end of this subsequent reference period;
- They did not qualify for a guaranteed hours offer after the previous reference period – for example because they did not work regularly enough – but do qualify after a subsequent reference period; OR
- They accepted a guaranteed hours offer after the previous reference period and moved onto guaranteed hours. If a worker accepts a guaranteed hours offer and enters into a contract guaranteeing them hours at or below the hours threshold and they work in excess of those hours, they will be in scope to receive an offer for a subsequent reference period. If the number of hours guaranteed in their contract is above the hours threshold, then they will not be in scope for an offer for the subsequent reference period.

Subsequent reference periods cannot be used to reduce the hours already guaranteed in a worker's contract. If both the worker and the employer wish to

reduce the number of guaranteed hours, they may do so through mutual agreement to vary the contract. The length of subsequent reference periods may differ from that of the initial reference period.

Rolling 12-week subsequent reference periods could increase the administrative burden for employers while longer subsequent reference periods such as 26 or 52 weeks, or subsequent reference periods with gaps between them, could reduce the administrative burden for employers, as the duty to make guaranteed hours offers would arise less frequently. While longer subsequent reference periods would extend the time workers must wait between opportunities to receive guaranteed hours offers, they would not have the effect of an initial qualifying period of employment in the same way as the initial reference period.

The government aims to strike the right balance between enabling workers who remain in scope after the initial reference period to qualify in a subsequent reference period and ensuring that the duty to make a guaranteed hours offer does not arise too frequently for employers

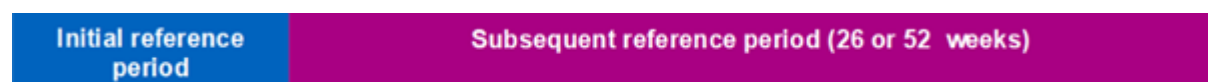
Q6.a: How long do you think subsequent reference periods should be for directly engaged workers?

- 12 weeks
- 26 weeks
- 52 weeks
- Other

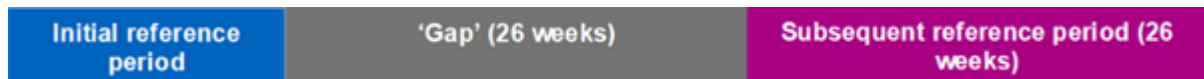
Q6.b: Please explain your answer

The following scenarios illustrate some of the implications of a subsequent reference beginning or not beginning as soon as the previous reference period finishes.

Scenario 1. Reference periods begin as soon as the previous one finishes. In this scenario, all hours worked by the worker between the end of the previous reference period and the end of the next must be recorded by the employer and will be reflected in the guaranteed hours offer made.



Scenario 2. There is a gap between the end of a reference period and the beginning of the next. In this example, there would be a gap of 26 weeks after the end of the initial reference period. During this gap, the employer is not required to record a worker's hours for the purpose of generating a guaranteed hours offer. The hours worked during the gap are not accounted for in the guaranteed hours offer made after the subsequent reference period. After the 26 week gap, a 26 week long subsequent reference period would begin. After this, the duty to offer guaranteed hours would arise again.



If there is no gap, the employer must always record the hours worked by an in scope worker, and every hour is included in the calculation. If there is a gap, the employer does not have to record hours during that period, and any hours worked in the gap are not included in the calculation.

Text description of scenarios

Scenario 1

A blue bar representing the initial reference period is immediately followed by a longer pink bar representing the subsequent reference period of 26 or 52 weeks.

Scenario 2

A blue bar representing the initial reference period is followed by two longer bars: one grey bar representing a gap of 26 weeks, and one pink bar representing the subsequent reference period of 26 weeks.

Q7.a: Should each reference period begin as soon as the previous one finishes?

- Yes
- No
- Other

Q7.b: Please explain your answer

Regularity requirements

For a worker to qualify for a guaranteed hours offer, the hours that they worked during the reference period must satisfy conditions set out in regulations around regularity and/or number or otherwise (regularity requirements).

The intention is that only workers who work regularly for their employer will be entitled to this new right. We are seeking views on two options for defining the

regularity requirements for the hours worked during the reference period:

Option A: A weekly distribution requirement of the hours worked

Under this option, the hours worked during the reference period must be distributed over a specified minimum number of calendar weeks out of the total length of the reference period. The weeks would not have to be consecutive. Example: if the requirement is set at 8 weeks, then a worker who worked in 8 or more weeks of a 12-week initial reference period would qualify.

Option B: A weekly distribution requirement AND a total hours requirement

The worker must meet both the weekly distribution requirement AND a minimum number of hours in excess of the worker's total number of contracted hours. Example: if the weekly distribution requirement is set at 8 weeks and the total hours requirement is set at 96 hours, then a worker who is already guaranteed 2 contracted hours per week would need to work at least 120 hours (24 contracted hours + 96 in excess) across a 12-week reference period AND the worker would need to work in at least 8 calendar weeks of the a 12-week reference period. Qualifying would be more difficult under Option B due to the additional requirement of total hours. It would mean that workers could work a limited number of hours in excess of those they are already guaranteed (for example as voluntary overtime) without qualifying for a guaranteed hours offer.

The above examples assume a 12-week reference period.

The government proposes that the regularity or number requirements could be adjusted proportionately for subsequent reference periods. For example, if the weekly distribution requirement were set at 6 weeks for a 12-week reference period, it would be set at 13 weeks for a 26-week subsequent reference period. There may be alternative routes to defining the test for regular working, and the government is open to views on other options.

The Act includes a provision that would allow periods of time during which a worker has not worked for a specified reason - such as sick leave or annual leave - to be taken into account when determining whether a worker has qualified for an offer. The government will consider this further when developing regulations.

Q10.a: Based on the two options highlighted previously for directly engaged workers, select below which option is preferred.

- Option A: A weekly distribution requirement
- Option B: A weekly distribution requirement AND a total hours requirement
- Other

Q10.b: Please explain your answer

Q11.a: What should the minimum number of weeks be in which a directly engaged worker is required to work during the reference period to meet the weekly distribution requirement?

The below options are framed around the government's preference for a 12-week initial reference period. The options would scale proportionally for a longer initial reference period.

- 6 calendar weeks across a 12-week initial reference period
- 8 calendar weeks across a 12-week initial reference period
- 10 calendar weeks across a 12-week initial reference period
- 12 calendar weeks across a 12-week initial reference period
- Other

Q11.b: Please explain your answer

Q12.a: If there were to be a weekly distribution requirement AND a total hours requirement (as in Option B), what should the total hours requirement be for a directly engaged worker?

(The below options are framed around the government's preference for a 12-week initial reference period. The options would scale proportionally for a longer initial reference period.)

- Fewer than 48 hours (in excess of contracted hours) across a 12-week initial reference period.
- 48 hours (in excess of contracted hours) across a 12-week initial reference period.
- 72 hours (in excess of contracted hours) across a 12-week initial reference period.
- 96 hours (in excess of contracted hours) across a 12-week initial reference period.
- Other

Q12.b: Please explain your answer

Q13.a: The government proposes that the regularity requirements should scale in the event of longer subsequent reference periods. Do you agree? For example, if the weekly distribution requirement were set at 6 weeks for a 12-week initial reference period, and if subsequent reference periods were 26 weeks long, it would be set at 13 weeks for subsequent reference periods.

- Yes, the regularity requirements should scale in the event of longer subsequent reference periods
- No, the regularity requirements should not scale in the event of longer subsequent reference periods

Q13.b: Please explain your answer

Definition of 'temporary need'

Employers can use limited-term contracts to manage periods of increased demand – for example, due to seasonal fluctuations.

If a limited term contract is shorter than the relevant reference period, the employer would not need to make a guaranteed hours offer to a qualifying worker, provided it was 'reasonable' for the contract to be entered to as a limited term (for example, the worker is only needed for 8 weeks to perform a specific task, and the contract terminates after it is completed).

If the worker worked for the employer on multiple workers' contracts doing the same job or similar jobs, then it will be presumed that it was not reasonable for them to be on a limited-term contract unless the employer shows that it was reasonable. The government wants the definition of 'temporary need' to be contained to what is necessary to ensure genuine temporary need is catered for and to ensure it aligns with the fundamental policy objective of ensuring many workers benefit from the reforms.

The Act defines what it means for a limited-term contract to be reasonable. A limited-term contract is reasonable where it would be reasonable for the employer to consider:

1. that a worker is only needed to perform a specific task and the contract will be terminated when that task is performed (for example, a fruit picker is needed until all fruits have been picked), or
2. that a worker is needed only until a particular event occurs (or does not occur) and so the contract terminates at that point (for example, a conference worker is needed until a conference comes to an end), or
3. that there is a 'temporary need' (that does not include (1) or (2) above), that will be set out in regulations, and the contract is to expire when it is reasonable for the employer to consider that need will be over.

Where an employer is under a duty to make a guaranteed hours offer to a qualifying worker, that guaranteed hours offer may take the form of a limited-term contract if a limited-term contract is reasonable under this definition.

There may be certain circumstances where (1) and (2) would not apply because there is not a specific task to be completed or there isn't a particular event. For example, they may not cover instances in which the worker is only needed until demand decreases (e.g. due to the time of year). The government is seeking input to better understand what relevant circumstances would not be covered by (1) and (2). In

particular, the government is seeking views on whether (1) and (2) are sufficient to cover the needs of sectors which engage workers to cover seasonal demand.

The government intends that the circumstances to be included in the definition of 'temporary need' should be the same for agency workers as for directly engaged workers. The following questions therefore apply to both directly engaged and agency workers.

Q18.a: Do you think there are examples of temporary need which are not related to a specific task or event – and would need to be addressed through regulations?

- Yes, there are examples of temporary need that are not related to a specific task or event – and would need to be addressed through regulations
- No, there are not examples of temporary need that are not related to a specific task or event – and would need to be addressed through regulations

Q18.b: Please list examples of temporary need which are not related to a specific task or event - and would need to be addressed through regulations. Please explain each example.

Guaranteed hours offer calculation

The guaranteed hours offer will need to reflect the number of hours a qualifying worker worked during a reference period. The government is considering two options for how the guaranteed hours offer should be calculated.

Option 1 – Mean average

A mean calculation would have the effect that every hour a worker works will equally influence the number of hours guaranteed in the offer.

For example, a worker works 8 hours per week for 7 weeks, then 20 hours per week for the remaining 5 weeks. The result would be a mean average of 13 hours per week.

Option 2 – Median average

In some cases, a median average could be more representative of the hours a worker regularly works. In a median calculation, hours worked during outlier weeks (such as those where the worker works an unusually high number of hours or does not work at all) will have less influence on the guaranteed hours offer.

For example, a worker works 8 hours per week for 7 weeks, then 20 hours per week for the remaining 5 weeks. The result would be a median average of 8 hours per week

Q19.a: Which calculation method do you think should be used for determining the guaranteed hours offer for directly engaged workers?

- Mean average
- Median average

Q19.b: Please explain your answer

In the offer, the hours calculated will need to be allocated over a specified time period – such as a week or a month. The government could either set a standard time period for all guaranteed hours offers or allow employers the flexibility to determine the time period themselves.

This time period would not affect the number of hours that are guaranteed – the number of hours would need to be scaled proportionately. Allowing employers to choose the time period would give them greater flexibility, but it could reduce predictability and security for workers.

Q20.a: Do you think employers should have flexibility to determine the period over which the hours will be allocated (weekly, monthly, or other)?

- Yes, they should have the flexibility to determine the time period
- No, they should not have the flexibility to determine the time period

Q20.b: Please explain your answer

Q21.a: If the government were to mandate a time period over which employers would need to allocate hours in guaranteed hours offers, what do you think this should be

- A week
- A month
- Other

Q21.b: Please explain your answer

Employers could be given some flexibility to use an ‘adjustment margin’ when making guaranteed hours offers. An adjustment margin could help protect employers against theoretical legal liability arising from minor calculation errors. In some cases, it could also make it easier to align guaranteed hours offers with an employer’s usual shift allocation pattern, for example, where shifts are always 8 hours long and an offer is close to a multiple of 8 it could be revised up or down (as far as the adjustment margin allows).

The adjustment margin could be a fixed figure (for example, 2 hours) or a percentage of the hours generated by the calculation (for example, 10%). Employers would be able to add or subtract the margin from the offer. The margin—whether a percentage or a fixed amount—would need to be small to ensure the offer reflects the number of hours worked during the reference period.

Q22.a: Do you think employers should have the flexibility to use an adjustment margin?

- Yes, the margin should be a fixed figure
- Yes, the margin should be a percentage of the hours generated by the calculation
- No, employers should not have the flexibility to use an adjustment margin
- Other

Q22.b: Please explain your answer

Q27.a: Should there be any specific circumstances in which you think employers should be exempt from the right to guaranteed hours?

- Yes, there are certain specific circumstances in which employers should be exempt
- No, there are no circumstances in which employers should be exempt

Broader impacts

The 9 characteristics protected under the Equality Act 2010 are [age](#), [disability](#), [gender reassignment](#), [marriage and civil partnership](#), [pregnancy and maternity](#), [race](#), [religion or belief](#), [sex](#) and [sexual orientation](#).

Q32.a: Do you think that our proposals in Part 1 of this consultation, on the right to guaranteed hours, will have a particular impact on groups sharing a protected characteristic under the Equality Act 2010?

- Yes
- No

Q32.b: Please explain your answer

Q33: Is there anything else you want to tell us in relation to Part 1 of this consultation, on the right to guaranteed hours?

PART 2: Reasonable notice of shifts and payment for shifts cancelled, moved or curtailed at short notice

Through the Act, the government has also created a right to reasonable notice and right to a payment for shifts cancelled, moved, or curtailed at short notice.

The aim of this is to give workers:

- greater certainty about when they will be working and the number of hours they will be working
- greater certainty about their income
- the ability to plan both their finances and their lives more easily
- more notice to plan travel, childcare, and other work-related arrangements
- the ability to balance multiple jobs more easily

Eligibility

The government recognises that even for people who already have substantial numbers of guaranteed hours, certainty about shift timings can be important. At the same time the government's focus is on providing a baseline of income security for people who do not have it, particularly those with zero hours or a minimum number of hours guaranteed in their contracts who lack security or predictability. The government does not want to interfere unnecessarily with overtime arrangements for workers who already have a good number of guaranteed hours, and income security.

This is in line with the intention of the Act to provide the rights to reasonable notice and payment for short notice cancellations, movements and curtailments to workers similar to workers on zero hours contracts and arrangements.

Therefore, the government proposes that the rights to reasonable notice and payment for shifts cancelled, curtailed, or moved at short notice should only apply to people with up to and including a certain number of hours guaranteed in their contract. This number is the 'hours threshold'.

For example, if the hours threshold for the right to reasonable notice and short notice payments was 16 hours per week, then a worker whose contract guaranteed them 18 hours a week of work would not be entitled to reasonable notice of shifts or a cancellation payment if their shift was cancelled at short notice under the legislation.

This mirrors the approach taken on the guaranteed hours measure, though the hours threshold may be set in a different place for each.

The higher the hours threshold is set, the more workers will be covered by the right. A higher threshold would bring more workers on part-time contracts into scope. The government proposes that the threshold will be the same for both the right to reasonable notice and the right to payment for shifts cancelled, curtailed, or moved at short notice.

As an increase in guaranteed hours may take a worker out of scope of these rights, there is an interaction between this and the right to guaranteed hours. For example, if the hours threshold for the right to reasonable notice and payment for shifts

cancelled, moved, or curtailed at short notice was 16 hours a week, and a worker received a guaranteed hours offer of 18 hours a week, then accepting this offer would take them out of scope of the rights to reasonable notice and short notice payments.

As workers will have more security and predictability after accepting an offer of guaranteed hours, they may have less need for the rights to reasonable notice and short notice payments. In addition, the more guaranteed hours a worker has, typically the less scope there is for the timings of their work to move around in the week.

The options on the next page for the hours threshold are expressed in terms of a number of hours per week for illustrative purposes. However, we recognise that not all workers are guaranteed hours on a weekly basis – for example, some workers are guaranteed hours over a month or year. We will ensure that we account for this when making regulations. The government is seeking views on a range of options to best understand how regulations interact with each other and to gather evidence on potential unintended consequences.

Q34.a: What do you think the hours threshold for the rights to reasonable notice and short notice payment should be for directly engaged workers?

- 8 hours per week
- 12 hours per week
- 16 hours per week
- 20 hours per week
- 24 hours per week
- 28 hours per week
- 32 hours per week
- 36 hours per week
- 40 hours per week
- 44 hours per week
- 48 hours per week
- Other (please specify)

Q34.b: Please explain your answer

PART 2.A: Reasonable notice of shifts

The government has legislated to require employers to provide eligible workers with reasonable notice of shifts and changes to shifts. By setting in law that workers are to be given reasonable notice of shifts, the government's intention is to give workers:

- greater certainty about when they will be working and the number of hours they will be working
- the ability to plan both their finances and their lives more easily
- more notice to plan travel, childcare, and other work-related arrangements
- the ability to balance multiple jobs more easily

It also prevents employers from only scheduling shifts at the last minute in order to avoid having to make short notice payments.

If employers do not provide reasonable notice of shifts, workers will be able to take a case to an employment tribunal to receive compensation for the loss that they have suffered as a result of the unreasonable notice.

The government understands that a fixed period of notice that must be given in every case is unlikely to work for all circumstances. What is 'reasonable' will therefore depend on the circumstances of each case.

The government will set out in regulations a presumption of what is reasonable notice, which will be the starting point for tribunals to decide whether notice was reasonable in any given case (see question 37). The government will also set out the factors tribunals should consider when determining whether notice was reasonable or not (see question 38). This consultation will help the government determine what notice should be 'presumed reasonable' and what factors tribunals should consider.

Applying the right to reasonable notice to agency workers

Agency workers also have the right to reasonable notice of shifts. Both agencies and hirers have the obligation to provide reasonable notice to agency workers. Where a tribunal finds that unreasonable notice was given, a tribunal can apportion liability between the agency and hirer based on the extent to which each party was responsible for the failure to provide reasonable notice.

The concept of joint liability in relation to a breach of agency workers' rights is already set out in the [Agency Workers Regulations 2010](#), so this will not be a new concept for agencies and hirers.

Notice presumed reasonable

The timeframe that is presumed reasonable will be the starting point for workers, employers, and tribunals when considering what notice is needed.

Where a case goes to tribunal, if an employer has given less notice than the amount presumed reasonable, the employer will need to establish that it was reasonable in the circumstances. If the employer has given more notice than the amount presumed

reasonable, the worker will need to establish that it was not reasonable in the circumstances.

Living Wage Foundation analysis (2023) suggests that 54% of workers whose hours vary week-to-week receive less than 1 week notice of shifts, while [Chartered Institute of Personnel and Development](#) evidence suggests that 45% of employers of low-paid variable workers offer 1 week or less. The government is seeking views on a range of options to best understand how regulations interact with each other and to gather evidence on potential unintended consequences.

Q37.a: How much notice should be presumed reasonable for directly engaged workers?

- 1 week
- 2 weeks
- 3 weeks
- 4 weeks
- Other

Q37.b: Please explain your answer

Factors for determining if notice was reasonable

To help develop the factors for tribunals to consider when determining whether notice was reasonable in the circumstances, the government is seeking views on the circumstances in which it might be acceptable to offer shifts with less notice, and in which circumstances employers should provide more notice.

For example, it might be that more notice should be expected when a worker is contractually obliged to work any shifts that are offered to them than when a worker is free to turn down any shift that is offered. It might also be that less notice should be expected if an employer is seeking cover for another worker who has unexpectedly called in sick or is unable to work at the last minute for some other reason.

**Q38: In what circumstances do you think longer notice should be required?
Please explain your answer**

**Q39: In what circumstances do you think shorter notice should be required?
Please explain your answer**

PART 2B: Payment for shifts cancelled, moved or curtailed at short notice

Employers sometimes cancel, move or curtail (shorten) shifts when they no longer need as many workers as expected. This is sometimes done at short notice. This allows employers to mitigate the cost of unforeseen circumstances, but it can present difficulties for workers, as they would have been expecting to work the full

shift and to be paid for the full shift. According to the Living Wage Foundation (2023) a quarter of workers with varying hours have had shifts cancelled by their employer unexpectedly.

When accepting work offered by the employer, workers may have to make arrangements for childcare or pay for travel, and they may not be able to recoup these costs if shifts are cancelled at short notice. They may also have turned down other work in order to accept the shift. The same is true when a shift is moved at short notice. This may lead to non-refundable costs and may leave the worker with a gap where they could have taken other work.

That is why the government has legislated to require employers to make a payment to eligible workers when they cancel, curtail, or move a shift at short notice. The aim is to incentivise employers to plan effectively so they do not need to cancel or change as many shifts at short notice, and to ensure workers do not bear all the financial risk of unforeseen circumstances. The combination of these will give workers more financial certainty.

The amount of the payment and what constitutes 'short notice' will be set out in regulations (see questions 44 and 45). The government also intends that there may be some limited exceptions from the requirement to pay, to be set out in regulations (see question 53).

It is worth noting that, under the Act, employers should not have to make a short notice payment where the cancellation, movement or curtailment is initiated by the worker. If a worker notifies their employer at short notice that they are no longer able to work a shift, or they do not turn up to work, this is a worker-initiated cancellation rather than an employer-initiated cancellation, so no short notice payment would be due. Similarly, if two workers voluntarily agree to swap a shift, the worker who gives up the shift would not be entitled to a short notice payment.

However, a short notice payment should be due when a client cancels, moves or curtails a worker's shift directly and they have authority from the employer to do so.

Applying the right to payment for shifts cancelled, moved or curtailed at short notice to agency workers

Eligible agency workers are also entitled to payment for shifts cancelled, curtailed and moved at short notice. Agencies have the obligation to make short notice payments to agency workers. The government wants to ensure there are no delays in agency workers receiving payment. Agencies will already have established processes for arranging payment for agency workers, so requiring agencies to make these payments is the most efficient way to ensure this. As with directly engaged workers, agencies should not have to make a short notice payment where the cancellation, movement or curtailment is initiated by the agency worker.

Agencies are able to recoup short notice cancellation, curtailment or movement payments from hirers. The Act provides that agencies who have entered into agreements with hirers before two months after Royal Assent (where these agreements have not been modified since) are able to recoup the costs of the short notice payment from the hirer to the extent the hirer is responsible for the short notice. After this point, agencies should be aware that they could expect to make these payments and can seek to include provision for recouping these costs in their arrangements with hirers, if they wish.

Short notice period

The Act enables Ministers to define short notice in regulations but does not allow it to be defined as more than 7 days. For context, the Chartered Institute of Personnel and Development found in a 2013 survey that 65% of respondents who had had shifts cancelled did so at less than 24 hours' notice, 75% at less than 72 hours and 83% at less than a week⁶.

The government is also considering whether to have one time period, or to have a short notice period and a 'very short notice' period, with a higher payment due for cancellations, movements and curtailments at 'very short' notice. When making this decision, the Government will balance up the increased inconvenience and potential costs associated with having a shift cancelled at very short notice with the need to maintain as much simplicity as possible in an inherently complicated set of measures, ensuring businesses and workers alike are clear on how much the payment should be.

Q44.a: What timeframe do you think short notice should be for directly engaged workers?

- 1 day
- 2 days
- 3 days
- 5 days
- 7 days
- Other

Q44.b: Please explain your answer

Q45.a: What timeframe do you think very short notice should be for directly engaged workers?

- Less than 1 day (please specify)
- 1 day
- 2 days

- 3 days
- 5 days
- There should not be a 'very short notice' period
- Other

Q45.b: Please explain your answer

Short notice payment amount

The government's intention is that the amount the worker receives as a short notice payment should relate to how much they would have earned had they worked the shift as expected. In cases where shifts are cancelled, the payment will relate to what the worker would have earned if they had worked the shift. In cases where shifts are moved or curtailed, the payment will relate to what they would have earned if they had worked the hours that were moved or curtailed.

The payment could either be:

Option 1: a percentage of what the worker would have earned from working the shift or the relevant hours.

Option 2: a percentage of what the worker would have earned from working the shift or the relevant hours at the National Living/Minimum Wage rate

Examples of these options are:

Sam is aged 25 and is due to work a 5 hour shift, making £14/hour. His shift is cancelled at short notice. Assuming the short notice percentage is 30%, under option 1 he would be entitled to: $30\% \times 5 \times £14 = £21$ Under option 2 he would be entitled to: $30\% \times 5 \times £12.21 = £18.32$ Assuming a national living wage rate of £12.21/hour

The government intends that the short notice payment should be calculated in the same way for agency workers as for directly engaged workers. The following questions therefore apply to both directly engaged and agency workers.

Q48.a: The short notice payment should be:

- A percentage of what the worker would have earned from working the shift or the relevant hours
- A percentage of what the worker would have earned from working the shift or the relevant hours at the National Living / Minimum Wage rate
- Other

Q48.b: Please explain your answer

The government is also seeking views on what this percentage should be. The Act specifies that the payment amount cannot be higher than what a worker would have earned from working the shift. Please specify your preference below.

Q49.a: If the short notice payment were a percentage of what the worker would have earned from working the shift or the relevant hours, what percentage should this be?

- 10%
- 30%
- 50%
- 65%
- 80%
- Other

Q49.b: Please explain your answer

Q50.a: If the short notice payment were a percentage of what the worker or agency worker would have earned from working the shift or the relevant hours at the relevant National Living/Minimum Wage rate, what percentage should this be?

- 10%
- 30%
- 50%
- 65%
- 80%
- Other

Q50.b: Please explain your answer

As noted above, the government is considering a separate very short notice period, with a higher payment amount attached. Please answer the following question on the assumption that a very short notice period is adopted.

Q51.a: If the very short notice payment were a percentage of what the worker would have earned from working the shift or the relevant hours, what percentage should this be?

- 30%
- 50%
- 65%
- 80%
- Other

Q51.b: Please explain your answer

Q52.a: If the very short notice payment were a percentage of what the worker or agency worker would have earned from working the shift or the relevant hours at the relevant National Living/Minimum Wage rate, what should this percentage be?

- 30%
- 50%
- 80%
- Other

Q52.b: Please explain your answer

Exceptions from the right to short notice payments

The government is seeking views on whether there should be any exceptions so that, in certain circumstances, an employer is not required to make a payment when they cancel, move, or curtail a shift at short notice. For example, the government could ensure that employers are not required to make a short notice payment if the reason they have cancelled the shift is because of an extreme weather event or widespread power outage.

Q53.a: Do you think there should be any exceptions to the requirement to make a short notice payment or very short notice payment?

- Yes
- No

Enforcement of short notice payments

The Act places responsibility for enforcement of the zero hours measures with the employment tribunal system. The government also intends for the Fair Work Agency (FWA) to enforce aspects of these rights to help increase compliance. It could also minimise costs for both employers and workers, through helping them to reach a resolution more quickly than if a claim was pursued to the employment tribunal.

Through this consultation, the government is seeking views on whether the FWA should enforce certain zero hours measures, and if so, how. This would be in addition to workers being able to complain to the employment tribunal where they wish.

The Fair Work Agency

The Act laid the foundations for the creation of the FWA, by bringing existing state enforcement functions into one overarching function to enforce a list of labour market

legislation. The Act gives those enforcement powers to the Secretary of State, who will perform that function through the FWA.

The FWA will address the fragmentation and inefficiencies of the current enforcement system which is split across multiple organisations. It will ensure there is one leadership team to oversee the work in line with a single enforcement strategy and better support workers and employers seeking help by offering a single contact point.

The FWA will have a broad set of powers to investigate and take action against employers that do not comply with the law. These are based on powers of the existing enforcement bodies as well as new powers. These powers include:

- powers to enter and inspect workplaces and require employers (and agencies/hirers) to produce relevant evidence to demonstrate compliance with employment law, based on powers the existing bodies have; and
- a civil penalty regime. Where enforcement officers find that employers have underpaid workers, they will be able to issue Notices of Underpayment. These require the employer to pay workers the wages they are due and pay a penalty to government. This currently applies to the minimum wage but will be extended to holiday pay among other statutory pay rights.

The FWA began operating from April 2026. Initially it will deliver the existing state enforcement functions, with responsibility for enforcing domestic agency rules, the National Minimum Wage, licensing of gangmasters⁸, and acting against serious labour exploitation⁹. Over time, it will take on enforcement of a wider range of employment rights. The Act also includes a power for Ministers to make regulations to expand the list of labour market legislation which falls within the remit of the FWA. This could include zero hours measures.

Enforcement of zero hours measures

Based on the enforcement powers the FWA will have when it is created, the government believes the most appropriate zero hours measure that the FWA could enforce would be the right to payment for shifts cancelled, moved or curtailed at short notice. This is because not paying a short notice payment is a discrete, measurable event with a clear financial impact.

The other zero hours measures – the right to guaranteed hours and the right to reasonable notice of shifts – are likely to require more complex assessments. For example, assessments will be needed as to whether it is reasonable for a contract to be for a limited term or whether notice was reasonable in the circumstances. These rights would therefore be better considered through the employment tribunal system.

The Notice of Underpayment civil penalty regime

The government considers the FWA's Notice of Underpayment (NoU) civil penalty regime is best suited to enforcing rights involving non-payment or underpayment of arrears.

The NoU regime has been used to enforce the statutory entitlement to the minimum wage since 1999.

The FWA could use the NoU regime to enforce the right to short notice payments. However, given the differences between the minimum wage and short notice payments, the government is considering whether the NoU regime should be altered before using it to enforce short notice payments.

To demonstrate how the NoU regime could be used to enforce short notice payments, we have outlined an example of the process:

1. If the FWA finds in the course of investigations that an eligible worker is owed a short notice payment that they have not received, and no exception applies, it may issue an NoU.
2. The NoU would require the employer to pay the worker the money they are owed ("the arrears") and pay a penalty to government, with the amount of the penalty linked to the amount of underpayment.
3. If the employer, within 14 days of the date the NoU is issued, pays at least 50% of the penalty and pays the worker the amount owed, the penalty is regarded as having been paid in full.
4. The employer may appeal against the NoU within 28 days of receiving it.
5. If the employer does not comply with the NoU, the FWA can start proceedings to recover amounts owed

Under the NoU regime, unpaid sums owed to a worker may be recovered for a period of up to 6 years from when the payment became due, although this period can be altered in regulations. The government intends for the six-year claim period to apply to short notice payments. This is consistent with other employment legislation under the FWA's remit, ensuring clarity for employers and workers.

Q57.a: Should the FWA enforce the right to short notice payments?

- Yes
- No

Q57.b: Please explain your answer.

The government recognises that short notice payments are a new employment right, and the impact of different levels of state enforcement on compliance is not yet fully understood. Therefore, we are also seeking views on how the NoU regime could be adapted to apply it more effectively to enforcement of short notice payments.

Penalty amount

As noted above, as well as ordering employers to pay workers what they are owed, the government can also require an employer to pay a penalty. This serves to discourage non-compliance and encourage prompt payment.

Under the NoU regime, the default penalty is 200% of the amount owed to a worker, up to a maximum penalty of £20,000 per worker. The minimum penalty amount is £100 per case.

The government can, however, make regulations to change certain parts of the NoU regime, including the penalty calculation amounts, and the minimum and maximum penalty amount.

When penalties for the minimum wage were introduced, the penalty amount was set at 50% of the arrears the employer owed to the worker. To further deter employers from not paying minimum wage, the penalty increased to 100% in 2014, and later to the current rate of 200% in 2016. Between 2009 and 2014, the maximum penalty that an employer could be charged for failing to pay minimum wage was £5,000 per worker underpaid. In 2014, the maximum penalty amount increased to £20,000, where it currently stands. The minimum penalty amount has been £100 from 2009 to the present date.

The government proposes setting the penalty for non-compliance with short notice payments at 50% of the arrears owed to the worker, with a minimum penalty of £100 per case and a maximum of £5,000 per worker. If the employer pays the worker the amount owed and at least 50% of the penalty within 14 days of the date the NoU is issued, the penalty would be treated as fully paid. This approach takes into account that the right to short notice payment is a new right and allows time for employers to familiarise themselves with implementing the new obligations. The proposed penalty levels aim to balance deterrence with fairness – providing an incentive for compliance without imposing excessive penalties.

Q58: Should the FWA impose a penalty where it finds that an employer has failed to make a short notice payment?

- Yes
- No

Q59.a: What should the penalty amount be?

- 50% of arrears owed to the worker (government preferred option)

- 100% of arrears owed to the worker
- 200% of arrears owed to the worker
- A different amount

Q59.b: Please explain your answer.

Q60.a: What should the minimum and maximum penalty amount be?

- Minimum £100 per case, maximum £5,000 per worker (government preferred option)
- Minimum £100 per case, maximum £20,000 per worker
- Other

Q60.b: Please explain your answer

Broader impacts

Q61: Is there anything else you want us to take into account in relation to Part 2 of this consultation, on reasonable notice of shifts and payment for shifts cancelled, moved or curtailed at short notice?

The 9 characteristics protected under the Equality Act 2010 are [age](#), [disability](#), [gender reassignment](#), [marriage and civil partnership](#), [pregnancy and maternity](#), [race](#), [religion or belief](#), [sex](#) and [sexual orientation](#).

Q62.a: Do you think that the proposals in Part 2 of this consultation, on reasonable notice of shifts and short notice payments, will have a particular impact on groups sharing a protected characteristic under the Equality Act 2010?

- Yes
- No

Q62.b: Please explain your answer.

Next steps

This consultation will close at 11.59pm on **25 August** Following the closure of this consultation we will analyse the responses and consider any views expressed and representations made before publishing a government response and making regulations in due course.

Employee	Course	Completed Date
Georgia Dunphy	Asbestos Awareness	10-Jun-26
Georgia Dunphy	Basic GDPR	10-Jun-26
Georgia Dunphy	Control of Substances Hazardous to Health (COSHH) Awareness	12-Jun-26
Georgia Dunphy	Cyber Security Awareness	12-Jun-26
Georgia Dunphy	DSE Users	12-Jun-26
Georgia Dunphy	Fire Awareness	19-Jun-26
Louise Rogers	Manual handling awareness	19-Feb-26
Melisa Montagnon	Cyber security best practices	12-Mar-26
Melisa Montagnon	Mental health awareness	12-Mar-26
Melisa Montagnon	Understanding GDPR	12-Mar-26
Rita Tong	Fire Awareness	01-Jun-26
Rita Tong	How to prevent sexual harassment	01-Jun-26
Rita Tong	Fire Warden	01-Jun-26
Rita Tong	The Fire Safety (England) Regulations 2022	01-Jun-26
Rita Tong	Health and Safety at Work	01-Jun-26
Rita Tong	Manual Handling	01-Jun-26
Rodney Marshall	Fire resistance in buildings	24-Feb-26
Rodney Marshall	Fire safety awareness and warden duties	25-Feb-26
Rodney Marshall	Manual handling awareness	25-Feb-26
Rodney Marshall	Risk assessments	25-Feb-26
Rodney Marshall	Manual Handling	01-Jun-26
Sarah McKibbin	Fire resistance in buildings	27-Feb-26
Sarah McKibbin	Fire safety awareness and warden duties	27-Feb-26
Sarah McKibbin	Health and safety awareness	10-Mar-26
Sarah McKibbin	Manual handling awareness	10-Mar-26
Sarah McKibbin	Noise awareness	10-Mar-26