THE TEACHERS' UNION

CONSULTATION RESPONSE

Department for Business and Trade: Make Work Pay: Ending one-sided flexibility: reforms of zero hours and similar contracts

GENERAL COMMENTS

1. NASUWT welcomes the opportunity to respond to the Department for Business and Trade (DBT) consultation on modernising the agency work regulatory framework.

2. NASUWT – The Teachers' Union – represents teachers and headteachers across the United Kingdom.

3. NASUWT recognises that the questions in the consultation are significant and wide-ranging and warrant further discussion. The Union submission seeks to address these questions, including issues associated with the experiences of supply teachers as agency workers engaged through employment agencies and umbrella companies.

4. Over recent years, changes in the UK labour market have had a significant impact upon pay, job security and conditions of employment, resulting in an increased disparity in the balance of power between employers and workers.

5. Figures published by the Trades Union Congress (TUC) show that 4.1 million people in the UK were employed in low-paid and insecure work in 2024,[1] with

[1] Over 8 in 10 zero-hours contract workers want regular hours – TUC poll reveals | TUC

further analysis suggesting that there are approximately 2.5 million variable-hours workers, including zero hours contract workers, agency workers and other hourly-paid workers whose hours vary.[2]

6. Data from the Labour Force Survey (LFS) (March 2025) suggests there are approximately 900,000 individuals involved in agency work in the UK,[3] with roughly 140,000 stating that they were on a zero hours contract.[4]

7. The *Taylor Review of Modern Working Practices* noted that there was a lack of robust data on the number of agency workers in the UK,[5] with estimates ranging from approximately 790,000 from the TUC to one million temporary agency workers in the UK.[6] The latter figure was referenced by the Recruitment and Employment Confederation (REC) in its 2023/24 UK recruitment industry status report.[7]

8. However, it is not easy to estimate the number of agency workers in the UK labour market, as surveys rely on people knowing and understanding exactly what their employment status is. As such, the level of agency working currently reported could be seen as just the tip of the iceberg.

9. Furthermore, figures suggest that there were approximately 40,000 agencies operating across different sectors of the labour market in the UK in 2018,[8] with a 200% increase reported in 2019.

10. Coupled with this has been the rapid expansion of the umbrella company market. For example, external analysis and HMRC data shows that the umbrella company market has grown substantially since 20 years ago,[9] with estimates suggesting that there were at least 500 umbrella companies in the UK in 2022.[10]

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[2] one-sidedflexibilityconsultation.pdf
[3] Make Work Pay: Modernising the Agency Work Regulatory Framework
[4] Consultation on the application of zero hours contracts measures to agency workers
[5] Good work: the Taylor review of modern working practices
[6] TUC analysis of LFS data.
[7] UK recruitment industry status report 2023/24 :: The REC
[8] Recruitment industry edges closer to 40,000-agency mark - TALiNT Partners Insights
[9] Umbrella_Company_CfE_Final.pdf
[10] HM Treasury Call for Evidence on the Umbrella Company Market • FCSA

11. Estimates suggest that there are between 15%[11] and 50%[12] of agency workers using umbrella companies, which, based on the LFS data above, could account for 135,000 to 450,000 agency workers.

12. Many of those working through an umbrella company will have little choice. For example, research undertaken by IPSE found that only 8% of freelancers reported that they had made the decision to operate through an umbrella company,[13] whereas the Contractor Calculator survey found that 80% of respondents indicated that they had been forced into umbrella company contracts.[14]

13. Agency work is one of the most prevalent forms of insecure work. The precarious nature of agency work means that many workers risk insufficient hours, income insecurity and the inability to assert their rights without fear of negative impacts in the future (i.e. being denied access to work).

14. Many agency workers face a lack of guaranteed hours, whilst being 'on call', in anticipation of being notified of the possibility of work.

15. Indeed, the *Skills and Employment Survey* suggests that as many as two million people were 'very anxious' about their working hours changing unexpectedly, and that this was not limited to those on zero hours contracts.[15]

16. In addition, agency workers often have to take on more than one job, including other precarious, intermittent and insecure work, thereby increasing the likelihood of in-work poverty.

17. For example, those on zero hours contracts or agency work face higher costs associated with last-minute travel/childcare. This 'insecurity premium' can cost as much as £50 per month.[16]

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[11] Agency Worker Survey (2021)
[12] LITRG Labour Market Intermediaries Report 2021
[13] Make Work Pay: Modernising the Agency Work Regulatory Framework
[14] Survey unveils worrying levels of non-compliance in the umbrella industry
[15] Skills and Employment Survey 2017 – Wales Institute of Social and Economic Research and Data
[16] Impact_assessment_zhcss_right_reasonable_notice_shifts_payment_shifts_cancelled_moved_curtailed_short_notice.pdf

18. As a consequence, it is not surprising that some workers on such contracts face a 'constrained choice' with no job alternatives, limited access to part-time working that fits their caring responsibilities, or little or no additional financial support.[17]

19. This is compounded by the fact that a significant body of research shows a negative association between the mental and physical health of those workers on less permanent forms of employment (i.e. zero hours contracts and agency work).[18]

20. Those on zero hours contracts, for instance, were more likely to report a long-term health condition, including being almost twice as likely to report mental ill health.[19]

21. Given the growing complexity of taxation and employment and equality law, coupled with the significant changes in the UK labour market over recent years which have impacted upon pay, job security and conditions of employment, it is essential that there is a strong legal and regulatory framework and a strong enforcement system that provides redress, while being fair, open, accessible and impartial.[20]

22. It is right and proper that work should provide a baseline of security and predictability so that workers can plan their lives and their finances accordingly.

23. Indeed, there is a pressing need to rebalance the scales and address the 'one-sided flexibility', as detailed in the *Taylor Review of Modern Working Practices*,[21] where employers in the UK are able to exert their monopsony power to push down terms and conditions.

24. It therefore comes as no surprise that material security/decent wage has been identified as one of the key indices of good work based on various organisations including the TUC, the International Labour Organization (ILO), the Organisation

[17] Impact assessment: ZHCs - Right to Guaranteed Hours
[18] rewage_policy_brief_zero_hours_contracts.pdf
[19] Ibid.
[20] http://rtsa.ro/tras/index.php/tras/article/viewFile/27/23
[21] Good work: the Taylor review of modern working practices

for Economic Co-operation and Development (OECD), Eurofound and the Chartered Institute of Personnel and Development (CIPD).[22]

25. Not acting would enable poor working conditions and insecure, precarious and intermittent employment to continue unfettered, thereby increasing the numbers of those at the mercy of even more unscrupulous employer behaviour.

26. Last-minute cancellations and changes to shifts transfer almost all of the risk onto workers, with many being forced to absorb costs associated with travel and childcare that they can ill afford to do.

27. Furthermore, variable pay can create issues with Universal Credit claims that compounds the situation and drives some workers further into debt.

28. Workers themselves are clear that they want greater stability. Most insecure workers say they would prefer stable hours, with TUC polling showing that over 80% of zero hours contract workers want consistent schedules with optional overtime.[23]

29. Evidence suggests that 68% of those polled ranked tackling insecure contracts as a top three priority when looking at *Delivering the New Deal for Working People*.[24]

30. It is therefore right that the Government seeks to ensure that employment rights and protections keep pace with the realities of the modern workplace and treat everybody fairly,[25] including seeking to end one-sided flexibility and creating a labour market that delivers greater security for workers and supports growth.[26]

31. The plan to Make Work Pay represents a once-in-a-generation opportunity to strengthen the working conditions for the lowest paid and most vulnerable in the labour market, including agency workers, such as supply teachers.[27]

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22 CBP-10307.pdf
23 The experience of insecure work | TUC
24 https://autonomy.work/portfolio/delivering-the-new-deal-for-working-people/
25 Make Work Pay: Modernising the Agency Work Regulatory Framework
26 Consultation on ending one-sided flexibility: reforms of zero hours and similar contracts
27 Delivering the new deal for working people - The Autonomy Institute

32. NASUWT believes that a high-productivity and high-growth economy depends on workers having secure incomes, predictable working patterns and confidence in their futures, and this represents an opportunity to transform the lives of workers who, over previous decades, have seen their wages decline, terms and conditions erode, and contracts becoming even less secure.

SPECIFIC COMMENTS

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) – The National Association of Schoolmasters Union of Women Teachers (NASUWT – The Teachers' Union).
- A charity or interest group
- Other – please specify

If responding as business representative or trade union, how many members does your organisation have?

- Approximately

Which region are you located in?

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

What sector are you based in?

- Accommodation and food service activities
- Activities of households as employers; undifferentiated goods and services-producing activities of households for own use
- Administrative and support service 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

The experiences of supply teachers as agency workers

33. One of the sectors the TUC has identified as having the fastest growth in insecure work is the education sector, which has risen by 42% since 2011.[28] Indeed, analysis by the LFS shows that agency work is prominent in a number of sectors, including education, with further DBT analysis demonstrating that the

[28] the-gig-is-up.pdf

education sector (15%) was second only to the human health and social care sector (17%) in terms of having the largest share of agency workers.[29]

34. Given this, NASUWT is concerned about the growing trend towards the casualisation of work, precarious employment and the use of zero hours contracts, as well as the negative impact of these practices upon teaching standards, teacher morale and the entitlement of children and young people to a high-quality education.

35. Supply teachers are integral to the education system. Without supply teachers, many pupils would be denied the opportunity to be taught by qualified and dedicated teachers who ensure that schools can continue to provide the education to which children and young people are entitled.

36. Supply teachers make a vital contribution to securing high educational standards for all children and young people. Despite this, the experiences of many supply teachers suggest that developments such as deregulation have had a detrimental impact upon the deployment of supply teachers and their pay and working conditions, making it a deeply precarious and increasingly unattractive option, particularly when considered against teachers with a permanent contract of employment.

37. There has been a substantial increase in agency teachers working in schools in recent years. In the past, schools engaged supply teachers directly or accessed them from local authority supply pools. Private supply agencies existed at the margins, but not so much now.

38. The well-documented move away from permanent employees to a more complex and flexible labour market has resulted in the increased use of recruitment agencies and umbrella companies, including those wishing to exploit the fragile job security and unfair conditions of employment of agency workers, such as supply teachers.

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[29] Make Work Pay: Modernising the Agency Work Regulatory Framework

39. Indeed, supply agencies have come to dominate the market place, up from 63% in 2014 to 81% in 2023/24. At the same time, the number of local authorities providing pooled supply arrangements dropped from 18% to just 1% respectively.[30]

40. Given this, many supply teachers face the unenviable situation of having to obtain work via different supply agencies and umbrella companies, leaving them vulnerable to the vagaries of precarious, intermittent and insecure employment.

41. The well-documented move away from permanent employment to an outsourced labour market has resulted in increased costs to schools and worsened pay and terms and conditions of employment for supply teachers.

42. Research suggests that schools spent £1.4 billion in 2023/24 – nearly double the amount compared to 2014/15.[31]

43. Consequently, a number of supply agencies have reported record profits. This includes Tradewind Recruitment, which posted £11.3 million, and Teaching Personnel, which posted a 26% increase in its turnover with a gross profit of £21.9 million. A loss of £2.6 million at Protocol Education for the year ending November 2020 rose to a £6 million profit in the year ending November 2021,[32] whereas Just Teachers Ltd had a turnover of almost £30 million last year, with a gross profit of £8.9 million.[33]

44. An analysis of the annual accounts showed the country's seven largest agencies recording £68.4 million in gross profit.

45. It has been estimated that approximately 93% of vacancies in publicly funded schools are filled by employment agencies.[34] More than 70% of secondary school headteachers have increased their spending on agency supply teaching, with a majority citing increased supply agency fees (54% of respondents) as a

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[30] Evidence Submission to the STRB 36th Report October 2025 (England)
[31] Supply teachers costing schools £1.4bn - as students say they are 'falling behind' | UK News | Sky News
[32] Teacher deregulation, by the back door - an investigation
[33] Revealed: Job agencies cashing in on £1BILLION demand for state school supply teachers - with booze-fuelled holidays in the sun | Daily Mail Online
[34] Ibid.

key factor in the increased expenditure.[35] However, whilst fees charged to schools have increased, supply teachers have not benefitted, and the pay of supply teachers has increasingly lagged behind the salaries of teachers employed by schools.

46. Crown Commercial Services (CCS) estimated that the average agency mark-up was 38%.[36] CCS also estimated that this equates to an agency receiving £56 on a charge rate of £200 to the school, with the supply teacher receiving just £101.81.[37]

47. In the financial year 2022/23, local authority maintained schools' gross expenditure included £698.07 million on supply staff costs. This comprised of £486 million on agency supply teachers, which represents a 17% increase from 2021/22.[38]

48. Estimates suggest that the amount spent by local authority maintained schools on supply teachers for 2023/24 increased by 8.5% to in excess of £757 million.[39] Of this, £521.9 million was spent on agency supply teaching staff, an increase of 7.5% on that spent the previous academic year.[40] Based on the commission figures quoted above, this represents in excess of £198.32 million of taxpayers' money being siphoned off into the pockets of supply agencies and/or umbrella companies.

49. For supply teachers, the impact of pay freezes and real-terms pay cuts, together with the lack of effective regulation of agencies, has resulted in even more acute cost-of-living pressures and the exodus of many supply teachers from the profession, including to non-professional occupations, such as retailing, where pay levels are rising.

50. For many supply teachers who are subject to the vagaries of intermittent and insecure employment, the cost-of-living crisis is ever more prescient, with a

[35] ASCL survey reveals soaring cost of supply teachers | Edexec
[36] Agency mark-up and the impact on temporary worker pay - GCA
[37] Ibid.
[38] Release home - LA and school expenditure - Explore education statistics - GOV.UK
[39] Ibid.
[40] Ibid.

number of supply teachers placed in a precarious financial situation where they have had to make tough decisions about their expenditure, including cutting back on essential items, such as food and heating.

51. Of even greater concern is the fact that some supply teachers have been forced into mortgage/rent arrears, while having to rely on the generosity of family and friends to make ends meet.

52. The average daily pay rate for a classroom teacher employed by a school is £251.72 (equivalent to median teacher pay of £49,084).[41] However, the majority of supply teachers report that they are paid between £120 and £199 per day.[42]

53. Over half (53%) of supply teachers indicated that the rates of pay received during the academic year 2024/25 were the same as those they were able to earn in the previous academic year, whereas 16% reported that the rates of pay received were less than those they were able to earn in the previous academic year.[43]

54. Just under a third (31%) said that the rates of pay received had increased, despite teachers getting a 5.5% pay rise for the academic year 2024/25 to all pay ranges and allowances.[44]

55. When asked if the agency/agencies where they undertook work during the academic year 2024/25 operated a ceiling in respect of their remuneration, well in excess of half (54%) of supply teachers reported that the agency/agencies did.[45]

56. As such, just under half (48%) of experienced supply teachers reported earning less than the minimum of the Main Pay Range (MPR) when undertaking an assignment through an employment agency.[46]

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[41] Release home - School workforce in England - Explore education statistics - GOV.UK
[42] NASUWT | Supply Teacher Annual Survey (England)
[43] Ibid.
[44] Written statements - Written questions, answers and statements - UK Parliament
[45] NASUWT | Supply Teacher Annual Survey (England)
[46] Ibid.

57. The daily rate of pay now received by a teacher undertaking supply work through an employment agency is lower than some of the rates of pay for an unqualified teacher.

58. When looking at the data in regards to comparisons between the journey taken by a supply teacher and a teacher working in a school, the discrepancies in pay become ever starker. As referenced earlier, assuming a teacher working on a permanent contract receives an annual pay increment, by the time they reach M6, the difference between the pay of a supply teacher and that of a teacher on a permanent contract could be between £35,408 and £16,298.

59. In England, a teacher on a permanent contract would be eligible to go through the threshold, enabling them to access higher rates of pay up to and including UPR3. Consequently, the differences between the pay of a supply teacher and that of a teacher on a permanent contract are exacerbated – so that the difference could be between £41,104 and £21,994 per year.

60. Given the vagaries of insecure, intermittent and precarious work for vast swathes of supply teachers, it was extremely optimistic to think that they would be able to work for all 195 days of the 2024/25 academic year and therefore earn anything near the amounts referenced above. Many supply teachers are earning far less than their permanent counterparts in schools, in spite of their level of experience and expertise.

61. It therefore comes as no surprise that supply teachers are stuck on 'stagnating' pay rates and 'treated like second-class citizens', fuelling a shortage amid booming demand.[47]

62. The Union maintains that it is now time for the entitlement to national pay scales to be returned to teachers, including those undertaking supply, in England. This would ensure that schools in England have a competitive salary structure – something that is evidenced by the fact that just under a quarter (24%) of supply teachers were able to secure more money when working through a local

[47] [Supply teachers 'second class citizens' as pay stagnates]

authority or directly with a school in comparison to supply work through an agency.

63. Ending the ‘broken market’ in teacher supply would also deliver greater economy and efficiency for schools and a better deal for teachers and pupils, including addressing the detrimental impact of deregulation upon the pay and working conditions of supply teachers in comparison with teachers who have a permanent contract of employment with a school.

64. NASUWT maintains that the increased reliance on agency working has led to a reduction in the pay and conditions of service of supply teachers. Rates of pay have remained stagnant for the overwhelming majority of supply teachers and have been significantly eroded by inflation.

65. For many supply teachers who are subject to the vagaries of intermittent and insecure employment, this situation has been worsened by the cost-of-living crisis and consistently high levels of inflation which have had a detrimental impact on the cost of goods and services.

66. All teachers are in the throes of a cost-of-living crisis, but the situation is even more prescient for supply teachers.

67. Well over a quarter (28%) of supply teachers reported that they had sourced work elsewhere other than teaching during the academic year 2024/25. Of those, in excess of four-fifths (84%) stated that the work sourced elsewhere other than teaching failed to provide the same level of financial income they would have obtained had they been able to secure work teaching.[48]

68. Forty-six per cent of supply teachers stated that they had experienced financial hardship as a supply teacher over the same period.

69. Whilst some supply teachers might value the freedom and flexibility that is associated with a being a supply teacher, it is evident that poor rates of pay and job insecurity account for why just over two-thirds (68%) of supply teachers

[48] NASUWT | Supply Teacher Annual Survey (England)

stated that undertaking supply work and the inability to secure a permanent post had affected their ability to make significant life decisions.[49]

70. Taking the RPI as the inflation measure which most accurately measures increases in prices for supply teachers, it is clear that supply teachers working through an agency are significantly poorer in real terms than they were in 2010.

71. In addition, the evidence presented by NASUWT throughout this consultation, specifically on the experiences of supply teachers as agency workers, demonstrates that the rise in insecure work is having a disproportionate impact on women, Black and minority ethnic (BME) groups and disabled teachers, who are more likely to be employed as supply teachers.

72. Research demonstrates that such groups already suffer a labour market disadvantage. For example, the TUC estimates that Black workers are over a third more likely than white workers to be in temporary or zero hours work,[50] and analysis of the LFS demonstrates that BME workers, especially BME women, are more likely to be variable hours workers compared to white workers.[51]

73. This situation is compounded by the fact that the TUC estimates that agency workers, such as supply teachers, are suffering up to a 20% hourly pay penalty when compared to the pay of an ‘average’ employee.[52]

74. The Conduct of Employment Agencies and Employment agencies Regulations 2003 (the ‘Conduct Regulations’) provide a set of legal minimum standards that govern the conduct of employment agencies and protect agency workers, such as supply teachers.

75. In addition, the Agency Workers Regulations (AWR) are supposed to provide further protections for agency workers, such as the right to be treated no less favourably than comparable permanent staff, including in regards to key elements of pay and annual leave after 12 weeks.

[49] Ibid.
[50] the-gig-is-up.pdf
[51] one-sidedflexibilityconsultation.pdf
[52] Ibid.

76. Research carried out by NASUWT showed that many agencies do not inform workers of their rights. Many supply teachers reported that they were unaware of the provisions available to them and, when they became aware, recognised that they had not been afforded them.

77. For example, 16% of supply teachers reported that work had been cancelled on specific longer term assignments at, or approaching, the 12 weeks qualification period for the AWR, and one in ten (10%) stated that they had been asked to undertake a 'free trial' by an agency at a school prior to undertaking paid work.[53]

78. The introduction of the Key Information Document (KID) from 6 April 2020 sought to address issues of transparency by making it a requirement of agencies to provide agency workers, such as supply teachers, with key information prior to signing up for an assignment, including in relation to how they were paid if an intermediary or umbrella company were involved.[54]

79. However, the post-implementation review (PIR) of the introduction of the KID concluded that it had failed to achieve its policy objective:

'when put into practice, the effectiveness of this measure in meeting its objectives has been limited, suggesting that further action and amendments may be needed to improve information provision for agency workers. The introduction of the requirement for a KID has not therefore fully addressed the objective of improving transparency for agency workers, and the aim to improve working conditions and workplace satisfaction for agency workers does not appear to have been met. The evidence that a significant proportion of workers are not receiving a KID highlights that lack of compliance has been a major issue with this policy, hindering the ability of this provision to meet its objectives.'[55]

80. Given this, the current regulation, designed to give agency workers greater transparency and understanding, is failing workers and not meeting the objective it was designed to address.

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[53] NASUWT | Supply Teacher Annual Survey (England)

[54] Providing a 'Key information document' for agency workers: guidance for employment businesses - GOV.UK

[55] Ibid.

81. Without the application of the national pay framework, supply teachers have seen their pay plummet relative to other teachers, with no national entitlement to an annual pay award when employed via supply agencies.

82. The Union maintains that the exploitation of supply teachers must be stopped, and, as such, NASUWT calls for all agency teachers to be guaranteed rates of pay commensurate with all other teachers across state-funded schools in England.

NASUWT comments on the overarching consultation

- **Directly engaged and agency workers**

83. Given the evidence outlined above, NASUWT welcomes the intent of the Government to ensure that agency workers are covered by the measures proposed in this consultation, including the right to guaranteed hours and reasonable notice of shifts and payments for shifts cancelled or curtailed at short notice.[56]

84. Indeed, agency workers are often used in much the same way as directly engaged zero-hours workers and, as such, many of the anticipated impacts of the plans to end one-sided flexibility, including greater investment in workforce planning, would be undermined if agency workers were subject to differential treatment.

85. To not apply the rights in regards to zero hours contracts to both directly engaged and agency workers risks creating a perverse incentive for employers to 'game the system' by utilising agency workers as an alternative means to deny workers access to any new rights and entitlements.

86. However, whilst recognising this, it is important to note that, unless expressly stated, the responses provided in this consultation apply equally to directly engaged workers and agency workers.

[56] Ending-one-sided-flexibility-reforms-zero-hours-similar-contracts-consultation-document.pdf

- **The role of collective agreements**

87. The consultation is right to point to the important role played by collective agreements between trade unions and employers, and how such agreements can provide flexibility whilst providing important protections for workers.[57]

88. Trade unions have a vital role to play in ensuring that workers are better informed and empowered in respect of their employment rights. The right to representation is a key concern for NASUWT when dealing with supply teachers as agency workers.

89. NASUWT is well versed in the benefits that collective bargaining can bring to employers and workers, including lower staff turnover, reduced staff anxiety and better performance.[58]

90. For the purposes of Section 178 of the Trade Union and Labour Relations (Consolidation) Act (TULCRA) 1992[59], the statutory definition of a "collective agreement" requires the agreement to be made between a trade union and one or more employers or employer's associations. Therefore, there still has to be an employer side party capable of entering into a collective agreement.

91. As such, the critical concern for NASUWT is that a trade union cannot enter into a statutory collective agreement with a party that is not an employer or employer's association. Since the end user and the agency are not the employers of the supply teachers they would not, on any analysis, be capable of being the statutory employer party to a collective agreement under TULRCA.

92. The fact that the agency workers are supply by an employment business and assigned to an end user does not, by itself, make either entity the employer for the purposes of TULRCA.

[57] Ibid.
[58] A stronger voice for workers | TUC
[59] Trade Union and Labour Relations (Consolidation) Act 1992

93. It therefore follows that the key question is the true legal relationship between the agency workers and the relevant parties. If the agency workers are genuinely self-employed or engaged in contracts for services, and there is no employer relationship (see below) with either the agency or the end user, the statutory framework for collective agreements is unlikely to apply.

94. Thus, whilst the Union wholeheartedly supports the provisions within the Employment Rights Act (ERA) around collective agreements between trade unions and employers in relation to zero hours contracts[60], there is a concern that this fails to understand the employment relationship for many agency workers, such as supply teachers who work on a contract *for* services rather than a contract *of* service.

95. As such, there is no employee/employer relationship and NASUWT maintains that it would therefore be difficult to establish any such collective agreements as defined within section 27BW of the Act.[61]

96. Given this, the Union maintains that this needs to be given further consideration by the Government in order to ensure that NASUWT is able to enter into collective bargaining arrangements with employment agencies as and when appropriate.

PART 1: Right to guaranteed hours

The hours threshold (questions 1 to 3)

97. In order for the Government to realise its ambitions in its plan to Make Work Pay, NASUWT believes that the reforms planned for both directly engaged and agency workers must be robust and fit for purpose.

98. The Union contends that the hours threshold for eligibility for either a directly engaged or agency worker is unnecessary, as it would automatically

[60] ending-one-sided-flexibility-reforms-zero-hours-similar-contracts-consultation-document.pdf
[61] Employment Rights Act 2025

differentiate between some workers and permit unscrupulous employers to game the system by employing workers on contracts just above the threshold, with ongoing insecurity associated with any regular hours above this.

99. Furthermore, the absence of an hours threshold for eligibility would ensure that all workers have the right to a guaranteed hours contract that reflects the hours they regularly work.

100. Indeed, this view is shared by the Business and Trade Committee that identified concerns that the use of an hours threshold for eligibility *'creates a loophole that can be exploited by companies to avoid their obligations,'*[62] as whatever number of hours set would see more unscrupulous employers deliberately setting contracts outside this in order to avoid the measures in the ERA.

101. However, the Union is aware that the ERA includes provisions for the Government to establish an hours threshold for eligibility,[63] and, as such, NASUWT believes that this should be set at full-time contracted hours (48 hours per week or equivalent for contacts over a different period, e.g. monthly) to provide the best coverage by ensuring that workers on anything up to full-time hours contracts will benefit from the new measures.

102. The hours threshold is crucial to ensuring that everyone has the right to a contract that reflects the number of hours worked over a reference period (e.g. 12 weeks) and prevent a situation where those with contracted hours over the threshold lose their right to a guaranteed hours contract that reflects their usual hours.

103. Whether or when the Government sets this hours threshold is therefore critical as the starting position for which workers may gain new rights to guaranteed hours.

104. For example, analysis by the TUC has suggested that approximately 2.5 million variable hours workers would gain the right to a guaranteed hours contract

[62] Make Work Pay: Employment Rights Bill
[63] Employment Rights Act 2025

reflecting regular hours if the new measures were universally implemented,[64] including many supply teachers as agency workers.

105. However, if the Government's stated preference of an hours threshold for eligibility was set between the range of eight to 20 hours per week, it is estimated that this will exclude approximately 1.1 to 1.4 million workers,[65] many of whom would be supply teachers working as agency workers.

106. In addition, setting the hours threshold between the range of eight to 20 hours would create unfair and disparate levels of protection for workers. For example, if the threshold was set at 19 hours per week, a zero hours contract worker would have the right to a guaranteed hours contract at 30 hours per week if they were regularly working 30 hours per week. A worker on 18 hours per week who regularly works in excess of (e.g. 30 hours per week) would not have same right to a guaranteed hours contract.

107. This could undermine the intention of the Government to Make Work Pay by putting an end to one-sided flexibility and providing a baseline of security and predictability,[66] as the worker not entitled to a guaranteed hours contract as described above would still be at risk of their employer unilaterally cutting their hours and pay, despite both working similar hours in the same role.

108. Furthermore, setting the hours threshold between the range of eight to 20 hours could generate significant administrative complexity for employers who would have to manage two different sets of compliance rules for two different sets of workers – those contracted up to the threshold and those contracted above the threshold.

109. This would appear to sit at odds with the Government's assertion that, '*options within this range are more likely to provide a favourable balance of costs and benefits.*'[67]

64 one-sidedflexibilityconsultation.pdf
65 Ibid.
66 LABOUR'S PLAN TO MAKE WORK PAY
67 Consultation on ending one-sided flexibility: reforms of zero hours and similar contracts

110. NASUWT would have serious concerns over an hours threshold that is set too low and the impact this could have on creating a new contractual hours floor that fails to provide workers with the security and predictability they need.

111. The Union contends that an hours threshold for eligibility that is set too low would create a perverse incentive for more unscrupulous employers to game the system by employing workers on contracts that are just above the threshold with continued insecurity for any regular hours above this.

112. For example, if the hours threshold was set at only eight hours per week then employers could evade the duty to offer a guaranteed hours contract by employing workers on a minimum of nine hours per week, whilst still being able to significantly vary any working hours above that.

113. This could result in a situation where the hours of some workers is cut by between two-thirds or three-quarters if they are regularly working 30 to 40 hours per week, but are only contracted to work ten hours.

114. Without being afforded the protection of a guaranteed hours contract, many workers may face continued financial hardship associated with the unpredictability of whether or not any additional regular hours could be withdrawn by their employer, thereby transferring all the risk onto workers (e.g. managing caring responsibilities) and perpetuating one-sided flexibility.

115. In addition, setting the hours threshold for eligibility between the range of eight to 20 hours fails to reflect the fact that median hours for variable hours contracts is 31 hours per week, whereas the mean is 29.5 hours per week, with some on variable hours or zero hours contracts working 36-40 hours per week.[68]

116. Furthermore, it cannot go unnoticed that any small fluctuations in the hours worked for those on variable hours or zero hours contracts, many of whom work in lower paid occupations,[69] can be significant in terms of their financial situation. For example, recent analysis by the Work Foundation found that household

[68] one-sidedflexibilityconsultation.pdf
[69] Ibid.

financial resilience is weak, with nearly one in four households (24%) stating that they could not afford an unexpected expense of even £850.[70]

117. NASUWT therefore repeats its assertion that the Government must look to set the hours threshold for eligibility as high as possible (preferably 48 hours) in order to avoid creating a loophole for unscrupulous employers to evade offering guaranteed hours contracts to workers.

118. The Union notes that there is also a risk that some employers may seek to pre-emptively offer guaranteed hours contracts just above the hours threshold in order to evade any new protections. This could result in a situation where many workers still face unpredictability and insecurity in their working hours over and above their guaranteed hours contract.

119. The Government must be alert to this and therefore establish an hours threshold for eligibility that accounts for any such situation (e.g. 48 hours per week).

120. NASUWT believes that setting an hours threshold for eligibility that is too low creates a perverse incentive for unscrupulous employers to avoid offering overtime to workers with contracted hours below and up to the threshold in order to avoid triggering any new obligations to offer a guaranteed hours contract.

121. It should be noted that this could make some workers worse off, specifically those who are the lowest-paid, lowest-hours workers, many of which fall into categories of workers sharing a protected characteristic under the Equality Act 2010.

122. This is particularly prescient given that TUC analysis of the LFS indicates that the majority of variable hours workers are women, and that BME workers, especially BME women, are more likely to be variable hours workers than white workers, while disabled workers are more likely to be variable hours workers than non-disabled workers, and younger workers are more likely to be variable hours workers than older workers.[71]

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[70] The three key labour market challenges facing the new Government - Lancaster University
[71] one-sidedflexibilityconsultation.pdf

123. Given this, the Union believes that setting the hours threshold as high as possible (e.g. 48 hours) will avoid further deepening gender and racial disparities, as well as those associated with disability and age, as all workers would be in-scope and there would be no incentive to treat workers differently.

124. In regards to agency workers, such as supply teachers, NASUWT believes that the question of whether agency workers should not be entitled to guaranteed hour offers if they already have a contract guaranteeing hours above the threshold requires careful consideration in order to avoid any unintended consequences.

125. The two options in the consultation present a binary choice and there will be associated implications with each one. The Union is unsure and has yet to be convinced of the need for such a provision, but it cannot go unnoticed that this is about situations when an agency worker should **not** be entitled to a guaranteed hours offer.

126. Given this, we believe that if there has to be a choice, it should only apply if an agency worker already has a contract guaranteeing hours above the threshold specifically in respect of work to be done for one hirer (for example, by their agency), as this appears to be potentially the least restrictive of the two options.

127. This is because it would exclude more agency workers from the right to guaranteed hours if the option involving multiple hirers is adopted. For example, many supply teachers (63%) reported working for four or more schools during the 2024/25 academic year, with 47% working for two or more employment agencies.[72]

128. The regulations must take account of the role played by umbrella companies in order to avoid a situation where umbrella companies can be used by agencies to employ supply teachers and circumvent their obligations and responsibilities in regards to the provision of a guaranteed hours contract.

[72] NASUWT | Supply Teacher Annual Survey (England)

129. NASUWT contends that it is essential that agency workers, such as supply teachers, be treated in the same way as directly engaged workers in order to avoid a situation where employers opt to use more agency workers to avoid offering guaranteed hours contracts to other workers, including in regards to the hours threshold for eligibility.

130. Given this, the Union believes there should be no distinction in the hours threshold set (if indeed one should be set) between directly engaged and agency workers.

131. Indeed, keeping the hours threshold for eligibility the same (e.g. 48 hours per week) is essential for anti-avoidance as it would prevent a situation where more agency workers are used by employers to evade the duty to provide a guaranteed hours contract.

132. The overwhelming majority of supply teachers are engaged directly by schools through employment agencies. The Union has been campaigning for hard-working and dedicated supply teachers to receive the same rights and entitlements, irrespective of how they are engaged.

The length of the initial reference period (questions 4 to 5)

133. NASUWT appreciates the need for a reference period by which the hours worked over a qualifying period can be calculated for a guaranteed hours contract for directly engaged and agency workers.

134. Whilst the suggestion of a 12-week reference appears to be sufficient to provide a representative view of working hours, NASUWT believes this must be given careful consideration in order to avoid any unintended consequences and potential detrimental impacts on workers.

135. For example, many supply teachers, including those working through employment agencies, work on an ad hoc basis throughout 39 weeks of the year and have variations in the work available to them at different times throughout the academic year.

136. Indeed, only 23% of supply teachers indicated that the majority of their teaching was on longer term assignments in excess of a term.[73]

137. The low levels of absence at the start of an academic year may initially limit the hours that a supply teacher works in the first 12 weeks and, as such, could have implications on the reference period.

138. In addition, the 12-week reference period would need to account for any periods of school closure when work is not available, something that is already provided for under the provisions of the AWR,[74] where the clock is paused when an agency worker has a break of no more than six weeks for any reason (e.g. sickness leave or holiday) and returns to the same role with the same hirer.

139. Indeed, the AWR goes further and contains provisions for breaks to count towards the reference period for equal pay in certain cases (e.g. maternity, adoption or neonatal care leave).

140. This flexibility would need to be baked into any reference period for a guaranteed hours contract for directly engaged and agency workers to achieve a guaranteed hours contract that best works for them.

141. Indeed, NASUWT believes that consideration should be given to adopting similar provisions to those used for the calculation of holiday pay for those who work irregular hours or are part-year workers, including the ability to look back to find the best 12-week reference period or average over the last 52 weeks, excluding any weeks in which no work was offered (with the ability to extend this to 104 weeks if necessary).

142. Given this, it is imperative to keep this under review to avoid a situation where unscrupulous employers 'game the system' by deliberately reducing the number of hours provided to an agency worker when calculating 'regular' hours for the purposes of the 12-week reference period.

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[73] Ibid.

[74] Agency Workers Regulations 2010: guidance - GOV.UK

143. Furthermore, the regulations must countenance against agencies and end hirers structuring assignments so that a supply teacher undertakes multiple assignments (each lasting fewer than 12 weeks) with the same hirer in close succession.

144. Whilst the AWR provides for such anti-avoidance measures for the right to equal treatment,[75] it is imperative that something identical is put in place and effectively enforced in relation to the right to a guaranteed hours contract to address any loopholes in the calculation of this 12-week reference period.

145. This becomes ever more prescient, given the fact that 16% of supply teachers stated that work had been cancelled on specific longer term assignments at, or approaching, the 12 weeks' qualification period for AWR.

146. Almost half (49%) of supply teachers reported that an agency had suddenly and unexpectedly terminated a booking in the last 12 months, with just over a third (34%) reporting that this had occurred more than once by one agency, and one in ten (10%) reporting that this had occurred more than once with multiple agencies.[76]

The length of subsequent reference periods (questions 6 to 9)

147. NASUWT believes that any subsequent reference period for both directly engaged and agency workers should remain at 12 weeks in order to avoid adding additional layers of complexity for both workers and employers.

148. In addition, retaining the same subsequent reference period for both should act as deterrent for employers seeking to recruit through an agency rather than directly, to avoid the duty to provide a guaranteed hours contract.

149. Furthermore, keeping subsequent reference periods at 12 weeks avoids creating the opportunity for unscrupulous employers to game the system if

[75] Ibid.
[76] NASUWT | Supply Teacher Annual Survey (England)

subsequent reference periods were longer by artificially suppressing the hours of workers during the initial 12 weeks, so as to keep them on highly variable hours arrangements.

150. It should be noted that the length of any subsequent reference period should be seen in the context of the provisions for the calculation of holiday pay for those who work irregular hours or are part-year workers, as detailed above.

151. It is therefore imperative to keep this under review to avoid a situation where unscrupulous employers game the system by deliberately reducing the number of hours provided to an agency worker when calculating 'regular' hours for the purposes of the 12-week reference period.

152. The Union can see no reason why any subsequent reference period (e.g. 12 weeks) should not run consecutively, particularly given that work does not pause or stop for workers, nor does their financial commitments.

153. If the Labour Government is determined to deliver on its plan to Make Work Pay,[77] it should ensure that all directly engaged and agency workers have as many consecutive opportunities for a more stable contract without a 'cooling off period' that would permit unscrupulous employers to employ workers on as many hours as they want without affecting the test for a guaranteed hours contract.

Regularity requirements (questions 10 to 17)

154. NASUWT is strongly opposed to the use of a regulatory test for the purposes of a guaranteed hours contract for directly engaged and agency workers, as it adds unnecessary complexity and creates opportunities for some workers to fall through the cracks, whilst enabling unscrupulous employers to game the system.

[77] LABOUR'S PLAN TO MAKE WORK PAY

155. This is particularly relevant in regards to supply teachers who, by the very nature of their work, may not meet any regularity requirements due to undertaking ad hoc or daily assignments.

156. For example, of those supply teachers who reported that they were able to secure work during the academic year 2024/25, well in excess of half (56%) reported that the majority of their supply teaching was ad hoc or daily work.[78]

157. The two options proposed in the consultation are problematic, especially for supply teachers as agency workers, given that they can be subject to varying hours and days of work when undertaking assignments working across multiple schools (hirers).

158. As such, meeting the regularity test would be difficult, if not impossible, if based upon work done for each individual school, thus demonstrating why a regularity test is unworkable, particularly for supply teachers as agency workers.

159. In addition, if the eight weeks and a total hours requirement in a 12-week reference is going to be used, NASUWT has concerns about the impact this could have when calculating the 'regular' hours that an agency worker, such as a supply teacher, undertakes at specific points in the year.

160. For example, in the case of a supply teacher, if the eight weeks and a total hours' requirement begins at the start of the academic year, then this is likely to skew the number of 'regular' hours worked due to the fact that most schools are less likely to need supply teachers at the beginning of the school year.

161. Alternatively, if the eight weeks and a total hours' requirement captures periods of school closure, such as the six-week holiday in the summer term, then this is also likely to have a detrimental impact for the purposes of calculating 'regular' hours.

[78] NASUWT | Supply Teacher Annual Survey (England)

162. This is why the Union welcomes the commitment in the ERA to ensure periods of time during which a worker has not worked for a specified reason to be factored into any determination for eligibility for a guaranteed hours contract.[79]

163. The Union maintains that this should align with the provisions of the AWR detailed above, including the fact that the clock is paused and restarts or continues for the purposes of 12 weeks for equal pay, depending on the nature of the leave taken by an agency worker. This would provide important protections and increased security around employment rights, such as the right to a guaranteed hours contract.

164. In addition, unscrupulous employers may be able to game the system by providing a target for them to consider when seeking to put in place working arrangements that would not trigger the new rights to a guaranteed hours contract, especially given that an addition of a total hours requirement could mean that unscrupulous employers could not provide a supply teacher with any work for a week or two to push up the additional time needed to have been worked in other weeks to meet the threshold.

165. The right to a guaranteed hours contract should be as simple as possible and set out to capture as many directly engaged and agency workers.

166. Given this, NASUWT believes that consideration should be given to adopting similar provisions to those used for the calculation of holiday pay for those who work irregular hours or are part-year workers, including the ability to look back to find the best reference period or average over the last 52 weeks, excluding any weeks in which no work was offered (with the ability to extend this to 104 weeks if necessary).

167. It cannot go unnoticed that the Government does not need to set a regularity test, for either directly engaged or agency workers, given that the Section 27BA of the ERA,[80] and associated explanatory notes,[81] show that the legislation *allows* but does not *require* a regularity test.

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[79] Employment Rights
[80] Employment Rights Act 2025
[81] Employment Rights

168. The introduction of any regularity test may result in insecure workers, such as supply teachers, feeling unable to exercise their rights and entitlements to a guaranteed hours contract for fear of unfair treatment and not being scheduled for any assignments in the future.

169. Furthermore, introducing a regularity test could further distort the power imbalance in the employment relationship if employers are able to state that a worker had not met the regularity test and a worker is unable to use their own records to challenge this, especially given that most of this information is retained by the employer on its software/platform.

170. This is even more prescient for agency workers, such as supply teachers, given that the evidence suggests that issues associated with transparency are widespread in the agency worker market, specifically those relating to payment rates and terms.

171. For example, the 2021 Agency Worker Survey report found that 14% of agency workers said it was not made clear to them who was paying, 15% did not receive payslips for their most recent assignment, and a further 15% of agency workers who experienced salary deductions (for example, DBS checks, training and uniform costs) had not been notified in advance. In addition, nearly a third (32%) of agency workers reported that they did not receive a written statement detailing key information about their assignment.[82]

172. This is compounded by the fact that 61% of respondents to the 2025/26 Director of Labour Market Enforcement (DLME) Strategy Call for Evidence agreed that the failure to provide detailed, timely and accessible payslips leaves workers vulnerable to exploitation.[83]

173. NASUWT can see no justification for the scaling up the regularity requirements in the event of longer subsequent reference periods for directly engaged and agency workers and is therefore strongly opposed to any such proposals.

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[82] Agency Worker Survey (2021)
[83] Director of Labour Market Enforcement (DLME) concluding statement

174. As detailed above, the right to a guaranteed hours contract for all directly engaged and agency workers should reflect their regular hours of work of a 12-week period and subsequent 12-week periods.

175. Allowing the regularity requirements to scale for subsequent reference periods runs the risk of fewer directly engaged and agency workers gaining access to a guaranteed hours contract, as the rules regarding qualification would be more restrictive.

Seasonal work and definition of 'temporary need' (question 18)

176. As stated previously, NASUWT has serious concerns about the reference in the consultation to seasonal work, the definition of 'temporary need' and the potential impact on supply teachers.

177. The consultation refers to seasonal work and the definition of 'temporary need' when employers can use limited-term contracts to manage periods of increased demand.[84]

178. The consultation goes on to define a limited-term contract as being:

'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). 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.[85]

179. Furthermore, the consultation goes on to detail that a limited-term contract is reasonable where it would be reasonable for the employer to consider:

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[84] Consultation on ending one-sided flexibility: reforms of zero hours and similar contracts
[85] Ibid.

'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 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 that there is a 'temporary need' (that does not include (1) or (2) above).'[86]

180. Given that the overwhelming majority of supply teachers (56%) working through employment agencies are addressing ad hoc short-term absences in one or multiple schools,[87] NASUWT has serious concerns that this could permit a carve-out for hard-working and dedicated supply teachers from the application of the regulations.

181. This is compounded by the situation for agency workers who are employed on a *contract for service* as opposed to the more traditional *contract of service* – which reflects the employer/employee relationship associated with permanent employment.

182. The Union notes that contracts for service tend to dominate when engaging agency workers and such a contractual arrangement deprived them of any continuity for accessing a range of employment rights.

183. As the Labour Party committed to equal rights for *all* workers, NASUWT is concerned that the measures proposed in this and previous consultations in respect of agency workers could leave supply teachers unprotected and unable to assert their rights to a guaranteed hours contract.

184. The Union has already documented the need for a better deal for supply teachers above and can see no reason why they should not be entitled to the same security as other workers.

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[86] Ibid.

[87] NASUWT | Supply Teacher Annual Survey (England)

- **Amending the AWR**

185. The Union believes that one such protection which could address this and 'exploitative' zero hours contracts involves amending Regulation 5 of the AWR so that an agency worker is entitled to the same basic working and employment conditions, including pay, as if directly employed from day one of employment, as opposed to after 12 weeks (the "qualifying period").[88]

186. Essentially, agency workers are deprived of their 'basic working and employment conditions' for a period of 12 continuous calendar weeks, before enjoying the same right as their comparator. In the case of a supply teacher it is likely that they would have to be in post a whole term (with the same hirer) to benefit from the equal treatment.

187. The 12 continuous weeks qualifying period is such a long period that it nullifies the effect and spirit of the European Union's *Agency Workers Directive (AWD)*[89] and the regulation vis-à-vis equal treatment from day one. It is obvious that often this right will be of little use to agency workers as it places a significant constraint on the utility of the AWR.

188. The arbitrary figure of 12 weeks, agreed at the time by social partners the Confederation of British Industry (CBI) and the TUC to remedy an impasse to introducing the AWD, is now no longer fit-for-purpose and should be addressed as a matter of priority, particularly as it would appear questionable as to whether this affords supply teachers and other agency workers with *'…..an adequate level of protection….'* under Article 5(4) of the AWD.[90]

189. Indeed, it could reasonably be argued that supply teachers are left with 'no' protection for a period of 12 weeks in comparison to a comparative direct recruit, as this qualifying period leaves agency workers in a very precarious position if they do not have adequate service. It also appears that this provision excludes a significant number of temporary workers

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[88] The Agency Workers Regulations 2010
[89] Directive 2008/104/EC of the European Parliament and of the Council of 19 November 2008 on temporary agency work
[90] Ibid.

190. Therefore, in addition to the Union's suggestion to amend Regulation 5, new provisions can be added to the AWR through secondary legislation to include more than just an entitlement to 'basic' conditions for the purposes of pay after day one, including access to occupational pensions, such as the Teachers' Pension Scheme (TPS).

191. The Union believes that one such protection which could address this and 'exploitative' zero hours contracts involves amending Regulation 5 of the AWR so that an agency worker is entitled to the same basic conditions of pay as if directly employed from day one of employment, as opposed to after 12 weeks.

192. Too often, supply teachers inform us that work is cancelled at, or approaching, the 12-week qualifying period for the AWR, meaning that they are missing access to wages that better reflect the work undertaken when on an assignment in a school or college.

193. If supply teachers working through an agency were able to achieve equal treatment in regards to pay as a day-one right, this would equate to a difference in pay of between £19.80 to £117.80 per day, and an increase of between £3,861 and £22,971 if employed for all 195 days of the 2025/26 academic year.[91]

194. Given this, if employed for all 195 days of the 2025/26 academic year, well in excess of half (53%) of supply teachers could expect to earn between £9,945 and £29,055 less for the academic year 2025/26 in comparison to a teacher employed at a school on the minimum of the MPR (M1).

195. Such a change would clearly address a key pillar of the of the Government's agenda to Make Work Pay by ending the 'exploitative' nature of zero-hours contracts, as the payment would reflect the daily rate of a comparable employee.

[91] Based on an the average daily rate reported as being between £51-£149 in the NASUWT Annual Supply Survey in comparison to the current M1 daily rate for 2025/26 of £168.80.

196. As stated above, broadening the scope of the AWR to include occupational benefits, such as the TPS, would go even further in addressing the commitment to Make Work Pay.

197. In addition, removing the qualifying period would also make the legislation easier to understand for both employers and workers, as well as removing the administrative burdens associated with keeping records related to the 12-week qualifying periods.

198. NASUWT maintains that supply teachers have been crying out for change in regards to this provision of the AWR, so the Government has the opportunity to address this and bring about greater security for those agency workers whose work is seen as 'inherently temporary'.[92]

199. The failure to address this will only further reinforce the view that supply teachers and other agency workers are 'second-class citizens'.

- **A fair pay agreement for supply teachers**

200. It cannot go unnoticed that supply teachers were specifically referenced in the *United Kingdom Labour Market Enforcement Strategy 2019/20*, published in July 2019.[93]

'Other sectors I anticipate requiring further enforcement attention in the coming year coming year are care and supply teachers. Both sectors were raised during discussion with stakeholders in my Call for Evidence. The care sector has received a substantial amount of attention since my last Strategy, particularly in relation to pay for sleep-in carers. There has been a significant increase in the volume of intelligence received directly from work-seekers in the supply teaching sector regarding issues ranging from non-payment of wages to serious contractual concerns.'

[92] https://assets.publishing.service.gov.uk/media/671787dbd29a0f082ac9c14f/Consultation_application_zero_hours_contracts_measures_agency_workers.pdf

[93] https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/819014/UK_Labour_Market_Enforcement_Strategy_2019_to_2020-full_report.pdf

201. Indeed, the *Use of Supply Teachers in Schools* report, published by the Department for Education (DfE), confirms what NASUWT has known and campaigned on for a number of years – namely that the supply market in England is broken and in desperate need of fixing.[94]

202. As such, and given the detailed evidence provided throughout this consultation, NASUWT believes that the Government should consider something akin to the Adult Social Care Negotiating Body that will look to establish a fair pay agreement for adult social care as proposed in the ERA.[95]

203. The Union maintains that this should consider and address the detrimental impact of deregulation upon the pay and working conditions of supply teachers in comparison with teachers who have a permanent contract of employment with a school, and seek to ensure that supply teachers are entitled to national pay scales, including those undertaking work though an employment agency.

- **Amending public procurement**

204. NASUWT maintains that procurement and contract delivery of supply teachers should be insourced as part of the implementation of the '*biggest wave of insourcing of public services in a generation'*,[96] to avoid poor remuneration and terms and conditions for hard-working and dedicated supply teachers.

205. This could include recommending that the DfE works with local authorities and schools on the restoration of the organisation and administration of local authority pooled supply arrangements, as well as pools on a regional − and even an all-England – basis. At the very least, it would include insisting that schools source supply teachers from such supply pools before resorting to an outsourced agency and/or umbrella company.

206. Public procurement rules should be strengthened to ensure that public sector bodies are prohibited from using those employment agencies and umbrella

[94] Use of supply teachers in schools: research reports
[95] Employment Rights Act 2025
[96] LABOUR'S PLAN TO MAKE WORK PAY - Delivering A New Deal for Working People

companies which fail to adhere to minimum standards, including in relation to pay and working conditions.

207. For example, in Norway, public authorities are obliged to advance contract clauses on wages and decent working conditions in relation to the procurement of construction, facility management and cleaning services.

208. In Northern Ireland, supply teaching, or substitute teaching as it is known, is overseen by the Northern Ireland Substitute Teacher Register (NISTR) that is operated by the Department of Education (DE). The NISTR was designed specifically to tackle the practical issues involved in arranging suitable teaching cover identified in the Northern Ireland Audit Office report on *The Management of Substitution Cover for Teacher*s, published in 2002.

209. All substitute teachers are registered through an online booking system that enables schools to book substitute teachers in real time through a regional centralised database of substitute teachers that they manage and update. They identify when they are available to work and then schools can book accordingly, with teachers being paid to scale and able to pay into the TPS.

210. In-house or insourcing has a significant number of benefits, not least of which is ensuring that those working in the public sector, such as supply teachers, are able to access better terms and conditions. These include the paid-to-scale rate and the TPS, under the relevant provisions of the School Teachers' Pay and Conditions Document (STPCD) or the relevant provisions of their school's pay policy.

211. Well in excess of four-fifths (86%) of supply teachers believe that the Government should ensure that supply teachers are paid to scale in line with the STPCD, and just over three-fifths (60%) believe that the Government should ensure that they can access the TPS.[97]

212. The situation for supply teachers as agency workers in England is compounded by the fact that employment by or through agencies is currently not pensionable

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[97] NASUWT | Supply Teacher Annual Survey (England)

under the TPS, leaving many supply teachers no alternative other than to make less favourable pension plans, including reliance on inferior auto-enrolment pension arrangements. There is a strong argument that supply teachers, working alongside other employed teachers, should be afforded the right to access the TPS.

213. If the intent of the Government is to Make Work Pay, then NASUWT believes that the aim of this policy should ensure that *all* agency workers can move onto a contract reflecting regular working arrangements, rather than ‘some’.

Guaranteed hours offer calculation (questions 19 to 25)

214. NASUWT believes that this requires further consideration to ensure that the best possible outcome is achieved that most accurately reflects the number of hours worked by directly engaged and agency workers when providing for a guaranteed hours contract.

215. However, as the mean is most likely to be reflective of the hours worked during every week of the reference period, and it is consistent with many other employment rights, such as the calculation of holiday pay for irregular-hours workers,[98] it would appear that this would be the most appropriate option.

216. As stated previously, any such calculation would need to omit where a directly engaged or agency worker has taken leave or there is a closure as per the provisions referenced in the AWR.

217. The Union believes that directly engaged and agency workers should be offered hours as per their current contractual arrangement with their employer (e.g. weekly/monthly), and employers should only have flexibility to amend this with the express agreement of the worker involved (or under the auspices of a collective agreement).

218. For workers with no guarantee of hours over any period, NASUWT contends that the default position should be that they are offered a mutually agreed

[98] Holiday entitlement: Holiday pay - GOV.UK

contract that best suits their situation (e.g. weekly/monthly). Any variation would have to be the express agreement of the worker, or through the auspices of a collective agreement.

219. It is imperative that any variation should only be allowed through a mutual agreement with workers and their trade union to prevent employers from offering directly engaged or agency workers annualised hours contracts that will never be realised, such as that previously permitted under the AWR that allowed agencies to deny workers their right to equal pay after 12 weeks if there was a contract for a minimum hours guarantee ('Swedish Derogation').[99]

220. In addition, it would seem perverse if an employer could unilaterally make a guaranteed hours offer to a directly engaged or agency worker that was at odds with their current working pattern.

221. As such, NASUWT would want the Government to give serious consideration to utilising powers in the ERA that permit the Secretary of State to make regulations that ensure the pattern of days and times worked by a directly engaged or agency worker reflect when they worked during the reference period.[100]

222. The Union believes that employers should not have the ability to use an adjustment margin unless it involves rounding up, as is the case for the National Minimum Wage (NMW) under minimum wage regulations.[101]

223. Furthermore, it would appear to be inconsistent with the Government's objective to achieve a baseline of security and stability if employers were given the ability to round down the average hours worked during the reference period.

224. It is imperative that workers, particularly agency workers, are able to assert their rights and entitlements, and, as such, it is imperative that both hirers (e.g. schools) and employment agencies have a duty to keep and retain accurate records for working time that an agency worker can access accordingly.

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[99] rpc-opinion-agency-workers-regulations-review.pdf
[100] Employment Rights Act 2025
[101] National Minimum Wage Manual - HMRC internal manual - GOV.UK

Exemptions from duty to make guaranteed hours offers and exclusions from the right to guaranteed hours (questions 26 to 31)

225. NASUWT contends that there should be no exceptions to the duty to make a guaranteed hours offer for either directly engaged or agency workers, as to do so would be inconsistent with the Government's objective to Make Work Pay by providing a baseline of security and stability.

226. It is imperative that the regulations do not create situations by which the duty to make a guaranteed hours offer does not apply to both directly engaged and agency workers.

227. As detailed above, the Union believes it is of fundamental importance that there is no exception or carve-outs made for employers of public sector staff, such as hard-working and dedicated supply teachers working in schools and colleges, irrespective of how they are engaged, whether or not the circumstances are exceptional, the size of the business, or specific industries.

228. It cannot go unnoticed that small-to-medium enterprises (SMEs) accounted for approximately 60% of total employment across the UK at the start of 2025,[102] thereby demonstrating the importance of the inclusion of SMEs in the right to provide a guaranteed hours contract.

229. In addition, mechanisms already exist that assist employers in managing risks associated with unexpected disruptions, including business interruption insurance,[103] to cover running costs or losses. Workers should not bear the financial risk of operating a business.

230. NASUWT thinks there may be situations involving agency workers, such as supply teachers, where the duty to make a guaranteed hours offer should be placed on the agency or other intermediary rather than the hirer, such as umbrella companies.

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[102] Business population estimates for the UK and regions 2025: statistical release - GOV.UK
[103] Prepare for flooding: Get insurance - GOV.UK

231. As detailed earlier, supply teachers working on successive ad hoc/daily assignments across multiple hirers with the same agency and/or umbrella company may benefit from being issued with a guaranteed hours contract through the agency and/or umbrella company rather than the schools/colleges (hirers).

232. However, it is imperative that any proposals ensure the best coverage for access to a guaranteed hours contract, so the Union believes this may require further consideration, including the important role played by joint and several liability in ensuring that a supply teacher can seek redress against all relevant parties if they are not provided with a right to a guaranteed hours contract.

233. The Union's experience of casework in relation to equal pay claims under the AWR already utilises joint and several liability, as it puts a supply teacher in a better position when making a claim, including in situations where a more joint employment model is used.

234. It should be noted that under both the Conduct Regulations and the AWR, there is already an expectation that hirers and agencies work together to provide a work-seeker with important information before undertaking an assignment.[104]

235. It is therefore disappointing that the Government's preference, as set out in Schedule One of the ERA, is that the duty should fall on only one party,[105] as this binary approach fails to appreciate the tripartite nature of the relationship between agency worker, employment agency and hirer; something that is complicated further by the involvement of umbrella companies.

236. The Government should look to address this in order to ensure that joint and several liability for the duty to make a guaranteed hours offer falls on both the hirer and the agency.

[104] Employment agencies and businesses: Before placing a worker with a hirer - GOV.UK
[105] Employment Rights Act 2025

237. As outlined earlier, the Union's preference is that there is no regularity test in order to keep the right to a guaranteed hours contract as simple as possible and ensure the widest coverage for both directly engaged and agency workers.

238. However, limited nuances may be needed to account for the more complex employment relationship of agency workers. This may require further consideration to ensure they are designed with the continued aim of achieving the widest worker coverage of both directly engaged and agency workers.

Broader impacts (questions 32 to 33)

239. As NASUWT has set out above, the introduction of the right to have a guaranteed hours contract will have a significant impact on those groups sharing a protected characteristic under the Equality Act, especially for those women, BME groups and disabled teachers who are disproportionately represented as supply teachers.

240. The Union is adamant that every worker, irrespective of how they are engaged, should have the right to a contract that accurately reflects the hours they regularly work. The failure to get this right risks further exacerbating current workplace disadvantage for those with protected characteristics.

241. Furthermore, NASUWT notes that the consultation does not refer to the working pattern of the guaranteed hours offer, and, as such, we are concerned that directly engaged or agency workers are not made to work unsociable hours that they were not undertaking during the reference period.

242. Allowing employer discretion on this key issue could open up the potential for unscrupulous employers to offer contracts with patterns of work they know will be rejected in order to keep a worker on a variable hours arrangement.

243. There are concerns that the current provisions in the ERA do not provide adequate protection, and, as such, the Union maintains that there must be a requirement for a guaranteed hours contract offer to reflect previous working patterns.

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

Eligibility (questions 34 to 36)

244. NASUWT maintains that if the Government is committed to Make Work Pay for all directly engaged agency workers and ensuring consistency for both, there is no need for an hours threshold for a right to notice of shifts or compensation for cancelled shifts.

245. Indeed, the plan to Make Work Pay makes no such distinction when stating, '*We will ensure all workers get reasonable notice of any change in shifts or working time.*'[106]

246. Whilst some employers work hard to plan ahead and give notice, the Union is concerned that for too many workers, specifically agency workers, such as supply teachers, the impact of the lack of notice is significant, with many being forced to constantly check phones for text messages or other notifications for details of assignments.

247. This is especially prescient given that many supply teachers are often reliant on online platforms to make themselves available and secure work in schools and colleges at short notice, including when they are already undertaking assignments.

248. Restricting access to reasonable notice to only some (but not all) directly engaged and agency workers will therefore allow poor practice to continue, as well as adding unnecessary complexity for employers to implement and for workers to enforce.

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[106] LABOUR'S PLAN TO MAKE WORK PAY

249. However, if an hours threshold is to be set for eligibility, then it should be set at a level that would have the best coverage (e.g. 48 hours per week or equivalent for contacts over a different period) by ensuring that workers on anything up to full-time hours contracts will benefit from the new measures, as acknowledged in the consultation.[107]

250. It is imperative that workers do not bear the financial risk and personal inconvenience that comes with last-minute shift notifications and cancellations that are associated with arranging caring responsibilities.

251. An exception could be provided for agency workers, but only in circumstances where they already have a mutually agreed contact guaranteeing hours above the 48 hours threshold in regards to work done for one hirer (for example, by their agency), based on the fact that it would be difficult for supply teachers and employers to aggregate work across multiple hirers, therefore making it harder to enforce.

252. As stated previously, the legislation (in regards to agency workers) must ensure that the role of umbrella companies is taken into account.

PART 2.A: Reasonable notice of shifts

Notice presumed reasonable (question 37)

Factors for determining if notice was reasonable (questions 38 to 42)

253. It is currently the situation that employers can offer work at a moment's notice to workers, specifically those on zero hours contracts or agency workers. Alternatively, employers can cancel shifts at a moment's notice or when a shift is part way through. One-sided flexibility[108] therefore transfers all of the risk to the worker without any benefit, especially if future work is dependent on accepting such treatment.

[107] Consultation on ending one-sided flexibility: reforms of zero hours and similar contracts
[108] https://assets.publishing.service.gov.uk/media/5a82dcdce5274a2e87dc35a4/good-work-taylor-review-modern-working-practices-rg.pdf

254. It cannot go unnoticed that low-paid, insecure and precarious work offered irregularly makes it impossible for workers to plan and manage their finances or childcare arrangements effectively.

255. In addition, by not receiving sufficient notice of shifts being scheduled, workers are unable to use cheaper services to get to work in the first place, such as public transport.[109]

256. Furthermore, those on zero hours contracts are often more likely to have multiple jobs, so 'reasonable' notice for the hours that a worker can be expected to be available is fundamental for them to plan their lives and their finances more effectively.

257. Those with child-caring responsibilities already face considerable expense and it is important that there is adequate protection to enable them to change, amend or cancel childcare arrangements without incurring additional costs through no fault of their own.

258. Working parents often need four weeks' notice to arrange childcare, so this should be considered as a reasonable starting point for further discussions as to what is an acceptable notice period of work schedules for directly engaged workers.

259. Evidence suggests that many workers are offered work with less than 24 hours' notice – a situation that NASUWT finds unacceptable, particularly as it fails to allow workers to adequately budget, as well as make any necessary childcare arrangements.[110]

260. There is the added pressure that many workers who are offered work at short notice feel unable to turn it down for fear that they will not be offered any further work. This is a situation experienced by many supply teachers who rely on the agencies to provide them with work on a regular basis. If they decline work at short notice, then any future work 'dries up'.

[109] https://assets.publishing.service.gov.uk/media/67124f0d9cd657734653d7d7/Impact_assessment_zhcss_right_reasonable_notice_shifts_payment_shifts_cancelled_moved_curtailed_short_notice.pdf
[110] https://www.tuc.org.uk/news/two-thirds-zero-hours-workers-want-jobs-guaranteed-hours-tuc-polling-reveals

261. NASUWT believes that the consequence of this is that the burden of fluctuating demand rests firmly on the shoulders of those who are low paid and in precarious work.

262. Given the complex nature of agency working, the responsibility for providing reasonable notice should sit with both the employment agency and the end user/client. This would prevent a situation where either party can obfuscate its responsibility by blaming the other for not providing the required reasonable notice.

263. However, for agency workers, such as supply teachers, they are only notified early in the morning that they are required immediately for an assignment when a teacher in a school has reported in ill. As such, reasonable notice would need to capture this scenario and be extremely tightly drawn if deviating from a standard four-week notice period, including provisions for increased levels of recompense when shifts are cancelled at short notice (less than seven days).

264. As such, the Union believes that consideration should be given to the role played by collective agreements that provide for longer or shorter notice periods than seven days to exist between workers and employers in specific sectors, rather than setting this out in regulations.

265. In addition, reputational penalties should be considered as a mechanism to ensure compliance. For example, consideration should be given to naming employers found to have failed to provide a reasonable notice period.

266. Furthermore, the Union would want to see additional protections for agency workers, such as supply teachers, to avoid a situation where work 'dries up' and they are effectively blacklisted for seeking to assert their rights and entitlements.

Exemptions for specified hirers from the duty to provide reasonable notice (question 43)

267. NASUWT would have serious reservations about blanket exemptions for specified hirers in particular sectors, other than where a vulnerable user

commissions care through an agency. In such circumstances, it may be appropriate that responsibility for reasonable notice rests with the agency and/or umbrella company.

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

Short-notice period (questions 44 to 47)

268. NASUWT believes that the timeframe for short-notice payments for directly engaged and agency workers should be seven days, with the provisions for payments to be ratcheted accordingly in situations where less than seven days' notice is provided (e.g. 'very short notice'), such as that outlined above regarding the situation for supply teachers.

269. This is especially important if the Government is to address the *'clear lack of security in the agency worker market'*[111] that saw less than half of agency workers state that they were satisfied with their level of job security.[112]

270. In doing so, supply teachers would receive fair remuneration, at least in line with their full daily rate, when work is cancelled at very short notice on the day of the assignment and they are unable to secure alternative work.

271. In addition, the Union maintains that fair remuneration should be addressed by the removal of an employment business/umbrella company's ability to include in contracts reference to the fact that an agency worker can expect to be paid no less than the NMW, especially when the daily rate for the overwhelming majority of supply teachers exceeds this, so payment of the NMW would not represent fair remuneration.

[111] Make Work Pay: Modernising the Agency Work Regulatory Framework
[112] Agency Worker Survey (2021)

Short-notice payment amount (questions 48 to 52)

272. In respect of compensation for the cancellation of shifts and short-notice payments for directly engaged and agency workers, NASUWT believes that this should be set at least at the full rate of pay or 100% of what a worker would have expected to receive had they worked the hours/undertaken on the assignment.

273. This would provide compensation if a directly engaged or agency worker is unable to secure or obtain replacement work with minimal notice, as well as reimbursing them for any associated costs incurred.

274. As stated above, there should be the capacity to ratchet this up based on the amount of notice provided, with greater penalties incurred where employers provide 'very short notice', as is often the case for supply teachers.

275. For supply teachers as agency workers, this could be rectified by amendments to the Conduct Regulations so that it is clear that compensation is payable to an agency worker at an enhanced daily rate when assignments are cancelled at the last minute by either the agency or the school.

276. This would mirror the system that operates in New Zealand that requires employment agreements to set out the notice periods for cancellations and the appropriate compensations if this notice period is breached. In circumstances where terms are not in place or no notice is given, workers are entitled to what they would have earned had the shift taken place.[113]

Exceptions from the right to short-notice payments (questions 53 to 56)

277. NASUWT believes that there should be no exceptions to the right to short-notice payments in order to send the strongest possible message to employers that workers should not be expected to shoulder the financial burden, something that is even more significant for supply teachers – given that they are more likely to

[113] Ibid.

be engaged in intermittent, insecure and more poorly paid assignments compared to permanent teachers.

278. NASUWT would have serious reservations about exemptions for some hirers being added to employment tribunal hearings and therefore not being held responsible for breaches of the right to a short-notice payment for agency workers.

279. As stated previously, the Union has emphasised the importance of joint and several liability as a mechanism to ensure that a worker is paid as soon as possible for any short-notice cancellation or curtailment – thereby ensuring they are not out of pocket.

Enforcement of short-notice payments (questions 57 to 60)

280. NASUWT maintains that the key issue for both directly engaged and agency workers is that they are paid as soon as possible for any short-notice or 'very short' notice cancellation or curtailment, thereby ensuring they are not out of pocket.

281. As such, the Union supports proposals to enable the Fair Work Agency (FWA) to enforce short-notice payments, particularly given the significant delays in pursuing claims through an employment tribunal.

282. Improving enforcement of these payments should be a priority for the FWA, including working closely with trade unions to bring about the enforcement of short-notice payments within the remit of the FWA.

283. A simpler enforcement process that enables workers to access their rights and entitlements without the need for additional bureaucracy would very much be welcomed.

284. However, it is imperative that the FWA is resourced appropriately; otherwise, there is a real danger that a key metric of its success will not be fit for purpose.

285. It should be noted that, compared to European countries, UK enforcement agencies are under-resourced and underfunded. For example, in France, there are nearly 19 inspectors for every 100,000 people, whereas in the UK there is just one inspector per 100,000 workers.

286. Furthermore, the ILO, Article 10, Labour Inspection Convention No. 81, recommends adequate resourcing for labour market inspectorates.[114]

287. NASUWT believes that the six-year claim period should apply to short notice, as this brings it in line with other legislative regimes, such as that for the retention of records relating to holiday entitlement and pay.[115]

288. However, the Union believes that the remit of the FWA should be broadened out to include oversight and enforcement of offering guaranteed hours contracts and providing notice of shifts in order to guarantee that these new rights and entitlements can be enforced without recourse to an employment tribunal.

289. Any penalty applied must act as an appropriate deterrent to unscrupulous employers. As such, the Union believes that this should be at least 200% of the arrears owed to workers.

290. In addition, setting the penalty at 200% of the arrears owed would be consistent with what the Government has proposed in its consultation on the enforcement of holiday pay[116] and send a strong signal message that short-notice payments are not optional.

291. Whist appreciating the need for the establishment of minimum and maximum penalty to deter unscrupulous employers, NASUWT believes this warrants further consideration, as the levels outlined in the consultation may not necessarily provide an appropriate deterrent, especially as the highest maximum of £20,000 has not been increased with inflation since 2014.

[114] https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C081
[115] Keeping records - Holiday entitlement - Acas
[116] Make Work Pay: holiday pay compliance and enforcement

Broader impacts (questions 61 to 62)

292. As NASUWT has set out previously, the introduction of the right to have a guaranteed hours contract will have a significant impact on those groups sharing a protected characteristic under the Equality Act, especially for those women, BME groups and disabled teachers who are disproportionately represented as supply teachers.

293. The Union is adamant that every worker, irrespective of how they are engaged, should have the right to a contract that accurately reflects the hours they regularly work. The failure to get this right risks exacerbating current workplace disadvantage for those with protected characteristics.

PART 3: Amending the Conduct of Employment Agencies and Employment agencies Regulations 2003

294. As a consequence of the introduction of the regulations on guaranteed hours contracts, specifically for agency workers, NASUWT believes that the Conduct Regulations should be amended accordingly, including not only in relation to the provision of all information by all relevant entities, including umbrella companies, but also the enforcement of the right to a guaranteed hours contract.

ADDITIONAL COMMENTS

Single employment status of 'worker'

295. The establishment of the employment status of an individual is fundamental to determining their eligibility for certain statutory rights. Currently, within the UK, there are considered to be three main employment statuses: employee, worker and self-employed.[117]

[117] http://researchbriefings.files.parliament.uk/documents/CBP-8045/CBP-8045.pdf

296. The Union is concerned that the current system is therefore too open to manipulation by unscrupulous employers, specifically in regards to the use of agency workers and zero-hours contracts, when it would be more appropriate to appoint permanent staff.

297. In such situations, there is a concern that individuals are unsure of their rights and lack the confidence to assert them, especially where the balance of power is slanted in favour of the employer.

298. NASUWT believes that many businesses are using the complexity around employment status as a means to deny individuals their core rights, either through sham contracts or by designing them in such a way as to make it difficult for individuals to understand and enforce their rights.

299. This is particularly true for atypical working arrangements (e.g. supply teachers as agency workers) where the Union believes it can be challenging for individuals to determine 'continuous employment', which means they may not be able to be sure that they qualify for the rights they wish to assert.

300. The *Taylor Review of Modern Working Practices* recommended that clearer tests for employment status should be developed by the Government to replace the minimalistic approach to legislation.[118] This would provide clarity and greater certainty to individuals.

301. NASUWT believes that the current definitions used in respect of employment status are far from clear and promote a system that is weighted in favour of the employer and open to manipulation and abuse by unscrupulous employers.

302. Given this, the Union is clear that there should be a single 'worker' status to determine access to all statutory employment rights.

303. A single coherent definition of 'worker', which is understood by both worker and employer, will overcome the confusing (and often conflicting) definitions that have created inconsistencies and uncertainties.

[118] Good work: the Taylor review of modern working practices

304. It is therefore disappointing that the Government's plan to consolidate various employment contracts into a 'single status' has been delayed, as it remains a key pillar of its plans to Make Work Pay.

Matt Wrack
General Secretary

For further information on NASUWT's response, contact Paul Watkins at
paul.watkins@mail.nasuwt.org.uk or:
NASUWT
Hillscourt Education Centre
Rose Hill
Rednal
Birmingham
B45 8RS

0121 453 6150
nasuwt.org.uk
nasuwt@mail.nasuwt.org.uk