

**Department for Business and Trade – Consultation on the
application of zero-hours contracts measures to agency workers**

GENERAL COMMENTS

1. NASUWT welcomes the opportunity to respond to the Department for Business and Trade consultation on the application of zero-hours contracts measures to agency workers.
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 and 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 currently employed in low-paid and insecure work – including around one million workers on zero-hours contracts,¹ which it is estimated accounts for 3% of all employees.²

¹ <https://www.tuc.org.uk/news/over-8-10-zero-hours-contract-workers-want-regular-hours-tuc-poll-reveals>

² https://assets.publishing.service.gov.uk/media/671787dbd29a0f082ac9c14f/Consultation_application_zero_hours_contracts_measures_agency_workers.pdf

6. Analysis 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, with estimates ranging from 800,000 to 1.2 million.⁵ The latter figure was referenced by The Recruitment and Employment Confederation (REC).
8. However, it cannot go unnoticed that 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, with a 200% increase reported in 2019.⁶
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.⁷
11. Many of those working through an umbrella company will have little choice but to work through an umbrella company. Indeed, it has been argued that the proportion of agency workers using umbrella companies is approximately 50%.⁸
12. The precarious nature of zero-hours contracts and agency work means that many workers risk insufficient hours, income insecurity and the inability to assert their rights without the fear of negative impacts in the future (i.e. being denied access to work).

³ Ibid.

⁴ Ibid.

⁵ <https://assets.publishing.service.gov.uk/media/5a82dcdce5274a2e87dc35a4/good-work-taylor-review-modern-working-practices-rg.pdf>

⁶ <https://www.recruitment-international.co.uk/blog/2018/05/recruitment-industry-edges-closeto-40000-agency-mark>; and <https://www.recruiter.co.uk/news/2020/01/200-increase-new-recruitment-agencies-2019>

⁷ https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1037093/Umbrella_Company_CfE_Final.pdf

⁸ <https://www.recruitment-international.co.uk/blog/2018/05/recruitment-industry-edges-closeto-40000-agency-mark>; and <https://www.recruiter.co.uk/news/2020/01/200-increase-new-recruitment-agencies-2019>

13. Many of those on zero-hours contracts and agency work face a lack of guaranteed hours, whilst being 'on call' in anticipation of being notified of the possibility of work.
14. 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.⁹
15. In addition, those on zero-hours contracts and agency work often have to take on more than one job, including other precarious, intermittent and insecure work, thereby increasing the likelihood of in-work poverty.
16. For example, Citizens Advice found that almost half of those who are self-employed or in insecure work (49%) said that their income changed either a 'fair amount' or a 'great deal' from one month to the next.¹⁰
17. Furthermore, 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.¹¹
18. This is compounded by the fact that 45% stated that the most important reason they take zero-hours contracts is that it is the only work available,¹² despite a recent poll by the TUC showing that 84% of zero-hours contract workers wanted regular hours of work.¹³
19. 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.¹⁴

⁹ <https://wiserd.ac.uk/project/ses/ses2017/>

¹⁰ <https://www.citizensadvice.org.uk/Global/CitizensAdvice/Debt%20and%20Money%20Publications/Walking%20on%20thin%20ice%20-%20full%20report.pdf>

¹¹ https://assets.publishing.service.gov.uk/media/67124f0d9cd657734653d7d7/Impact_assessment_zhcss_right_reasonable_notice_shifts_payment_shifts_cancelled_moved_curtailed_short_notice.pdf

¹² <https://www.tuc.org.uk/news/clear-majority-zero-hours-contracts-workers-stuck-insecure-jobs-long-term-tuc-warns>

¹³ <https://www.tuc.org.uk/news/over-8-10-zero-hours-contract-workers-want-regular-hours-tuc-poll-reveals>

¹⁴ https://assets.publishing.service.gov.uk/media/67124fc99cd657734653d7d9/Impact_assessment_zhcs_right_to_guaranteed_hours.pdf

20. 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).¹⁵
21. For example, those on zero-hours contracts were more likely to report a long-term health condition, including being almost twice as likely to report mental ill health.¹⁶
22. Given the evidence presented, 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*,¹⁷ where employers in the UK are able to exert their monopsony power to push down terms and conditions.
23. 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.
24. 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.
25. Polling shows that the vast majority of voters in Britain (from across the political spectrum) are in support of banning zero-hours contracts by offering all workers a contract that reflects their normal hours of work and compensation for cancelled shifts.¹⁸
26. Furthermore, 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*.¹⁹

¹⁵ https://warwick.ac.uk/fac/soc/ier/rewage/news-archive/rewage_policy_brief_zero_hours_contracts.pdf

¹⁶ Ibid.

¹⁷ <https://assets.publishing.service.gov.uk/media/5a82dcdce5274a2e87dc35a4/good-work-taylor-review-modern-working-practices-rg.pdf>

¹⁸ <https://www.tuc.org.uk/news/over-8-10-zero-hours-contract-workers-want-regular-hours-tuc-poll-reveals>

¹⁹ <https://autonomy.work/portfolio/delivering-the-new-deal-for-working-people/>

27. As such, the Make Work Pay Plan²⁰, including the changes proposed in the Government's flagship Employment Rights Bill,²¹ represents a once-in-a-generation opportunity to strengthen the working conditions for the lowest paid and most vulnerable in the labour market, including those on exploitative zero-hours contracts and agency workers, such as supply teachers.

28. NASUWT believes 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 become ever less secure.

2. SPECIFIC COMMENTS

The experiences of supply teachers as agency workers

29. 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 2011.²² 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.

30. Supply teachers are integral to the education system. Around 3% of teachers working in schools at any one time are supply teachers.²³ 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.

31. As such, supply teachers make a vital contribution to securing high educational standards for all children and young people. However, the experiences of many supply teachers suggest that developments such as deregulation have had a significant detrimental impact upon how supply teachers are deployed, how they

²⁰ <https://www.gov.uk/government/collections/make-work-pay>

²¹ <https://publications.parliament.uk/pa/bills/cbill/59-01/0011/240011.pdf>

²² <https://www.tuc.org.uk/sites/default/files/the-gig-is-up.pdf>

²³ Calculated as the total spent by academies on agency supply teachers against the total spent on teachers' salaries as reported for August 2018.

are paid, and their working conditions, in comparison with teachers who have a contract of employment with a school.

32. 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 to the extent they do now.

33. 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.

34. Indeed, supply agencies have come to dominate the market place, up from 63% in 2014 to 82% in 2023. At the same time, the number of local authorities providing pooled supply arrangements dropped from 17% to just 2% respectively.

35. 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.

36. This is consistent with research which has suggested that schools spent £974 million on supply teachers procured from agencies in 2021-22, which is an increase of 18% on the £825 million spent back in 2016-17.²⁴

37. Indeed, a number of supply agencies have reported record profits, such as 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 2021.²⁵

²⁴ <https://schoolsweek.co.uk/supply-teacher-deregulation-graduate-teaching-recruitment/>

²⁵ Ibid.

38. The Association of School and College Leaders (ASCL) confirms that more than 70% of secondary school headteachers have increased their spending on agency supply teachers in the three years to 2018. One of the key factors cited in the ASCL survey for the increased expenditure was increased supply agency fees (54% of respondents).²⁶ However, whilst fees charged to schools have increased, supply teachers have not benefited, and the pay of supply teachers has increasingly lagged behind the salaries of teachers employed by schools.
39. Crown Commercial Services (CCS) estimates that the average agency mark-up was 38%.²⁷ CCS estimated that this equates to an agency receiving £56 on a charge rate of £200 to the school, with the supply teacher receiving just £101.81.²⁸
40. The average daily pay rate for a classroom teacher employed by a school is £217 (equivalent to a salary of £42,358).²⁹ However, the majority of supply teachers report that they are paid between £100 and £149 per day. The majority of supply teachers have not seen their remuneration increase substantially since 2014.
41. Indeed, well in excess of half of supply teachers (55%) indicated that the rates of pay received during the academic year 2022/23 were the same as those they were able to earn in the previous academic year, whereas just 16% reported that the rates of pay received were less than those they were able to earn in the previous academic year.
42. Seventeen per cent of supply teachers stated that they were paid between £51 and £119 per day for assignments, just under half (49%) stated that they were paid between £120 and £149 per day for assignments, and just over a quarter (27%) stated that they were paid at between £151 and £199 a day for assignments.

²⁶ <https://edexec.co.uk/ascl-survey-reveals-soaring-cost-of-supply-teachers/>

²⁷ <https://www.crowncommercial.gov.uk/news/agency-mark-up-and-the-impact-on-temporary-worker-pay>

²⁸ Ibid.

²⁹ <https://schoolsweek.co.uk/supply-teacher-deregulation-graduate-teaching-recruitment/>

43. This suggests that the majority of experienced supply teachers can expect to be paid at levels that equate to approximately £13 less than the daily rate a teacher on M1 can expect to receive when undertaking an assignment through an employment agency.³⁰
44. Indeed, the daily rate of pay received now by a teacher undertaking supply work through an employment agency is lower than some of the rates of pay for an unqualified teacher.³¹
45. 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.
46. The Union 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 of supply teachers have remained stagnant for the overwhelming majority of supply teachers, and they have been significantly eroded by inflation.
47. 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 under the Teachers' Pension Scheme (TPS), leaving many supply teachers with no future pension provision, or no alternative other than to make less favourable pension plans, including to rely on inferior auto-enrolment pension arrangements.
48. For many supply teachers who are subject to the vagaries of intermittent and insecure employment, this situation has been compounded by the cost-of-living crisis.
49. Well over a quarter of supply teachers (28%) reported that they had sourced work elsewhere other than teaching during the academic year 2022/23. Of those, just over four-fifths (81%) stated that the work sourced elsewhere other

³⁰ <https://www.nasuwt.org.uk/advice/supply-teacher/supply-teachers-pay/supply-teachers-pay-england.html>

³¹ Ibid.

than teaching failed to provide the same level of financial income that they would have obtained had they been able to secure work teaching.

50. Well in excess of two-fifths of supply teachers (46%) stated that they had experienced financial hardship as a supply teacher over the same period.

51. 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.

52. Recent research published by the Department for Education (DfE) reinforces many of the findings detailed in by the Union in this consultation. *The Use of Supply Teachers in Schools*³² 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.

53. For example, the demise of local authority supply pools has meant that schools are increasingly reliant on supply agencies operating for profit when procuring a supply teacher for an assignment.³³

54. In addition, the high costs to schools when procuring a supply teacher through an employment agency is not reflected in the rates of pay received by the supply teacher, with the average charge to a school reported at £232 per day, yet supply teachers report receiving on average only £142 per day.

55. Indeed, many schools and supply teachers are aware of the differential fees and rates of pay offered and would welcome greater parity and consistency, including through greater regulation of agencies to address the inequalities in the system.³⁴

56. 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

³² https://assets.publishing.service.gov.uk/media/66f2b45966439d663cf12bb0/Use_of_supply_teachers_in_schools_research_report.pdf

³³ Ibid.

³⁴ Ibid.

upon groups who already suffer a labour market disadvantage, such as women and Black and minority ethnic (BME) workers.³⁵ The TUC estimates that BME workers are over a third more likely than white workers to be in temporary or zero-hours work.³⁶

57. This 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.³⁷

58. The Conduct of Employment Agencies and Employment Businesses Regulations 2003 (the 'Conduct Regulations') provide a set of legal minimum standards that govern the conduct of employment businesses and protect agency workers, such as supply teachers.

59. 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.

60. 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.

61. For example, 15% 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.³⁸

62. 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

³⁵ <http://www.resolutionfoundation.org/app/uploads/2016/12/Secret-Agents.pdf>

³⁶ <https://www.tuc.org.uk/sites/default/files/the-gig-is-up.pdf>

³⁷ Ibid.

³⁸ <https://www.nasuwt.org.uk/advice/supply-teacher/supply-teacher-annual-survey/supply-teacher-annual-survey-england.html>

to signing up for an assignment, including in relation to how they were paid if an intermediary or umbrella company is involved.³⁹

63. Provided that the KID is completed correctly, an agency worker, such as a supply teacher, should be in a position to better understand and track the situation in respect to their pay and any associated deductions.

64. However, it appears that there is still a lack of transparency over the deduction, fees and contractor pay/payments, with some agencies ignoring the legal requirement to provide all workers with a KID.⁴⁰ This is a particular problem when the only source of work is via recruitment agencies, which can often be the case for lower paid workers.

65. Despite it being a legal requirement since April 2020, only 34% of supply teachers who obtained work through a new supply agency reported that they had been provided with a KID detailing how they would be paid and associated deductions, as well as other key details.⁴¹

66. In addition, NASUWT is concerned about the extent to which supply teachers, as agency workers, are provided with a KID by their respective agencies at the appropriate time.

67. It is also unclear as to whether a KID is being given out multiple times in the event of multiple potential pay routes, so as to allow workers to compare and contrast accordingly.

68. The KID is supposed to be one of the first things that an agency provides to a worker in order for them to make an informed choice. Whilst the Government has not tested with workers whether this has helped them better understand their situation,⁴² the evidence presented above suggests that this is not the case.

³⁹ <https://www.gov.uk/government/publications/providing-a-key-information-document-for-agency-workers-guidance-for-employment-businesses>

⁴⁰ <http://www.loanchargeappg.co.uk/wp-content/uploads/2021/04/How-Contracting-Should-Work-Inquiry-Report-April-2021-min.pdf>

⁴¹ <https://www.nasuwt.org.uk/static/e183d19a-bbd0-425e-ae2a7c910e7dc2c4/Supply-Teachers-Annual-Survey-2022-England.pdf>

⁴² https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1037093/Umbrella_Company_CfE_Final.pdf

69. Despite the suggestion that agency workers have a choice of whether or not they opt in to using an umbrella company, NASUWT believes that the reality is that they have very little choice. If they do not sign up, then they will not get work.

70. Despite guidance from the Employment Agency Standards (EAS) Inspectorate which suggests that agencies cannot force people into using an umbrella company, by not offering any other option, supply teachers are effectively forced into such arrangements if they want to engage and work with the supply agency.⁴³

71. This is ever more prescient, given the fact that many workers are unaware of their employment rights and are unsure how to report unfair practices, particularly as there is currently no specific regulatory framework for umbrella companies in the same way as there is for employment businesses and agencies.⁴⁴

72. These are just a few examples of breaches of the *Conduct Regulations*, which set out quite clearly what an agency worker should expect to receive and what can or cannot be asked of workers by an agency.⁴⁵

Right to guaranteed hours, including the offer of guaranteed hours and any impact on transfer fees

73. Given the evidence outlined above documenting the situation for supply teachers as agency workers, 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.⁴⁶

⁴³ https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/936515/eas-brief-guide-for-agencies.pdf

⁴⁴ https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1037093/Umbrella_Company_CfE_Final.pdf

⁴⁵ http://www.legislation.gov.uk/ukxi/2003/3319/pdfs/ukxi_20033319_en.pdf

⁴⁶ https://assets.publishing.service.gov.uk/media/671787dbd29a0f082ac9c14f/Consultation_application_zero_hours_contra_cts_measures_agency_workers.pdf

74. To not apply the rights in regards to zero-hours contracts to 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.

75. However, the Union recognises and appreciates that any measures will need to account for the tripartite employment relationship that exists between an agency worker, the employment agency and the client or end user (i.e. school/college). As such, careful consideration must be given to ensure that any such measures are fit for purpose and provide robust protections for agency workers.

- **Should guaranteed hours be offered by the employment agency or the end hirer?**

76. The right to guaranteed hours needs to carefully consider where the responsibilities would fall due to the numerous parties involved, including the role played by umbrella companies.

77. The two options presented in the consultation suggest that an agency worker would have the right to request the hours they 'regularly work' with either the agency or the end user/hirer, based on a 12-week reference period, but not with both.

78. The consultation suggests that the end user/hirer might be better placed to forecast and manage the flow of work and, therefore, determine any guaranteed hours of work that an agency worker might be entitled to.

79. However, this would result in a situation where the end user/hirer becomes the employer of the agency worker and it would not be clear whether it would be practical for the end user/hirer to offer guaranteed hours if it did not directly employ the agency worker.

80. Added to this is the complication over the application of transfer fees payable to the agency if an agency worker moves to the end user/hirer and whether or not this should still apply if the end user/hirer has to offer guaranteed hours to an agency worker.

81. The Union believes that if agency workers are to have adequate protections, it is vital that these issues are given appropriate consideration in order to avoid a situation where unscrupulous employers can 'game the system', particularly if some entitlements have to be secured by an agency worker through an agency and others are secured through the end user/client.
82. If the introduction of guaranteed hours by the end user/client were to be mandated in such a way that the agency worker became the employee of the end user/client, with all the associated benefits, then this could effectively end the exploitative use of agency workers. They would be employed on comparable terms and conditions to that of a permanent employee, and the widespread use of employment agencies, and all its associated problems would be curtailed.
83. However, it is disappointing to note that the consultation does not intend for this to be the case, as it has been noted that bringing 'some' agency workers in scope is not aimed at preventing the use of agency workers, and the benefits to firms of using agency workers to fill short term vacancies.⁴⁷
84. Furthermore, this would be complicated by the fact that an agency worker would still be able to decline an offer and stay on a zero-hours contract, meaning that unscrupulous employers may still be able to circumvent the system and any anti-avoidance measures.
85. It cannot go unnoticed that this recognises the current responsibilities that both the agency and the end user/hirer have in regards to the provision of information to be obtained by the agency from the end user/hirer before an agency worker is placed on an assignment.⁴⁸
86. Both the agency and the end user/hirer are required to establish information that is relevant to the right to guaranteed hours and, as such, it would appear impracticable to place the responsibility on either the agency or end user/hirer

⁴⁷ https://assets.publishing.service.gov.uk/media/67124f0d9cd657734653d7d7/Impact_assessment_zhcss_right_reasonable_notice_shifts_payment_shifts_cancelled_moved_curtailed_short_notice.pdf

⁴⁸ <https://www.gov.uk/employment-agencies-and-businesses/before-placing-a-worker-with-a-hirer>

only, as it would require both parties to work together to ensure that an agency worker is offered a guaranteed hours contract.

87. By making both the agency and the end user/hirer responsible for offering a guaranteed hours contract, it should put the worker in a much stronger position in addressing cases of non-compliance, as neither the agency or end user/client could blame the other for non-compliance and delay recourse.

88. In addition, this would avoid a situation where a worker may be disadvantaged if the agency goes bankrupt and they are unable to make a claim with the end user/hirer.

89. As such, NASUWT welcomes confirmation that further consideration will be needed to determine how to effectively apply this to agency workers,⁴⁹ including how equal liability for both the employment agency and the end user/hirer can be worked into any regulations in order to minimise the risk of a guaranteed hours contract is not being fulfilled.

- **The payment of transfer fees**

90. In regards to transfer fees paid to employment agencies when an end user/client seeks to offer a substantive post to an agency worker, the Union maintains that the use of transfer fees, sometimes in excess of £10,000 for a supply teacher or even more for a senior leader in a school, often restrict or even remove the right to work for many agency workers, especially for women, Black and disabled workers who are disproportionately represented as agency workers.

91. As such, NASUWT believes that the consultation represents an opportune time to outlaw the practice of applying transfer fees, as the Union believes that it acts as a significant barrier to the ability of agency workers to secure permanent employment.

⁴⁹ Ibid.

92. It could also create an incentive for end users/hirers to use more short-term agency placements that last fewer than 12 weeks in order to avoid paying a transfer fee.

- **Other factors specific to agency workers that need to be taken into account when applying the new right to guaranteed hours to them**

93. Currently, the offer of guaranteed hours for ‘qualifying workers’ would be based around an initial reference period of 12 weeks, and that this would be repeated after a subsequent 12-week period, though this has yet to be set out in the regulations.⁵⁰

94. In regards to the application of the 12-week reference period to agency workers, such as supply teachers, it is suggested that any offer of guaranteed hours would reflect the hours they have ‘regularly’ worked during this period.

95. However, the Government has yet to consult on what constitutes ‘regular’ hours and how this would be calculated, and the Union is concerned about the application of this to agency workers, particularly supply teachers who undertake ad hoc or daily assignments.

96. For example, of those supply teachers who reported that they were able to secure work during the academic year 2022/23, well in excess of two-fifths (47%) reported that the majority of their supply teaching was ad hoc or daily work.⁵¹

97. As the Labour Party committed to equal rights for all workers, the NASUWT is concerned that the measures proposed in the Employment Rights Bill and this consultation in respect of agency workers would leave supply teachers unprotected.

98. As such, the Union would welcome clarification on what constitutes ‘regular hours’ and how this would be appropriately calculated in order to adequately

⁵⁰ Ibid.

⁵¹ <https://www.nasuwt.org.uk/advice/supply-teacher/supply-teacher-annual-survey/supply-teacher-annual-survey-england.html>

capture the fact that agency workers can be subject to varying hours and days of work when undertaking assignments.

99. If the 12-week period is in relation to a fixed period in time, then the Union would have 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.
100. For example, in the case of a supply teacher, if the 12-week reference period 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.
101. Alternatively, if the 12-week reference period 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.
102. In addition, unscrupulous employers may be able to '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.
103. Despite assurances that the Employment Rights Bill contains numerous measures so that the system cannot be easily gamed, the Union has yet to be convinced of the scope and applicability of any such measures to agency workers.
104. Consequently, NASUWT believes that the Employment Rights Bill is deficient and requires additional protections for agency workers, such as supply teachers, including consideration being given to the adopting similar provisions to those used for the calculation of holiday pay for those who work irregular hours or are part-year workers. This would include 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 when necessary).

Reasonable notice of shifts and payments for shifts cancelled or curtailed at short notice

- **Should reasonable notice of shifts rest with both the agency and the end user/hirer?**

105. It is currently the situation that employers can offer work at a moment's notice to workers or agency workers, specifically those on zero-hours contracts. Alternatively, employers can cancel shifts at a moment's notice or when a shift is part way through. 'One-sided flexibility'⁵² therefore transfers all of the risk to the worker without any benefit, especially if future work is dependent on accepting such treatment.

106. 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.

107. 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.⁵³

108. 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 for is fundamental for them to plan their lives and their finances more effectively.

109. Those with child-caring responsibilities already face considerable expense, so 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.

⁵² <https://assets.publishing.service.gov.uk/media/5a82dcdce5274a2e87dc35a4/good-work-taylor-review-modern-working-practices-rg.pdf>

⁵³ https://assets.publishing.service.gov.uk/media/67124f0d9cd657734653d7d7/Impact_assessment_zhcss_right_reasonable_notice_shifts_payment_shifts_cancelled_moved_curtailed_short_notice.pdf

110. 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.

111. 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.⁵⁴

112. 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'.

113. 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.

114. 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'.

- **Should legislation prescribe how the end user/hirer should notify the agency of an assignment being available and when notification is deemed to have been received?**

115. The Union believes that this should be done by a standardised process for how 'reasonable notice' is provided by the end user/client in order to have a transparent and consistent approach which is easily understood by all agency workers, irrespective of the sector they work in. This could be recorded as part

⁵⁴ <https://www.tuc.org.uk/news/two-thirds-zero-hours-workers-want-jobs-guaranteed-hours-tuc-polling-reveals>

of the KID or on a template assignment sheet which has been agreed following further consultation with relevant stakeholders, including trade unions.

116. However, this may warrant further discussion so that any implications are mapped out to ensure that they are fit for purpose and do not place workers in some sectors at a disadvantage (i.e. supply teachers as agency workers).

- **Other factors specific to agency workers that need to be taken into account when applying the new right to reasonable notice of shifts to them**

117. It is essential that the Government sets out what is meant by 'reasonable notice' and how this expectation will be translated into a right for agency workers that will be enforceable in practice.

118. For example, many supply teachers 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, perhaps with a view towards increased levels of recompense when shifts are cancelled at short notice.

119. As such, the Union believes that consideration should be given to the role played by collective agreements that provide for shorter notice periods than seven days to exist between workers and employers in specific sectors.

120. Reputational penalties should also 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.

121. NASUWT has concerns over the suggestion that workers who have not been provided with 'reasonable notice' could take the matter to an employment tribunal, where a determination can be made as to who should be liable to pay the agency worker, unless this is accompanied by a simpler enforcement process which enables workers to access their rights and entitlements without the need for additional bureaucracy.

122. 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.

123. NASUWT believes that the enforcement process could be further simplified if greater onus was placed upon the Government and the employment tribunal service to enforce awards, as recommended in the *Taylor Review of Modern Working Practices*.⁵⁵

- **Should the agency be responsible for paying any short notice cancellation or curtailment payments to an agency worker?**

124. NASUWT believes that the key concern is that a worker is paid as soon as possible for any short notice cancellation or curtailment, thereby ensuring they are not out of pocket.

125. The Union maintains that the current process that operates under the provisions of the *Conduct Regulations* for payment should apply, which would see the obligation on an employment agency to pay a worker for a short notice cancellation or curtailed shift, irrespective of whether or not the money has been received by the end user/client.

- **Should the agency be able to recoup this cost from the end user/client?**

126. As mentioned above, NASUWT believes that the key concern is that a worker is paid as soon as possible for any short notice cancellation or curtailment, thereby ensuring they are not out of pocket.

- **Should the Government legislate to ensure that the agency can recoup the costs?**

⁵⁵ <https://assets.publishing.service.gov.uk/media/5a82dcdce5274a2e87dc35a4/good-work-taylor-review-modern-working-practices-rg.pdf>

127. As mentioned above, NASUWT believes that the key concern is that a worker is paid as soon as possible for any short notice cancellation or curtailment, thereby ensuring they are not out of pocket.

- **Should it be possible to override any legislative provisions allowing agencies to recoup cancellation/curtailment costs through contracts signed after implementation?**

128. The key issue is that a worker is paid as soon as possible for any short notice cancellation or curtailment, thereby ensuring they are not out of pocket.

129. As these measures have the potential to cloud the situation and create more protracted tribunal proceedings, including making it harder for a determination to be made as to where any fault lies, the Union would be against this because it could increase the risk that the worker is not awarded any compensation.

- **Other factors specific to agency workers that need to be taken into account when applying the new right to payment for short notice cancellation or curtailment to them**

130. Supply teachers are particularly vulnerable to such practice as they often receive notification that an assignment has been cancelled whilst en route to a school or once they have arrived, which leaves them out of pocket and with little option of sourcing other work.

131. In addition, the amount of any cancellation payment must serve a two-fold purpose: ensuring that workers receive an appropriate level of recompense so that they are not out of pocket, and acting as an appropriate deterrent to unscrupulous employers.

132. Supply teachers would be less subjected to the vagaries of precarious and insecure work if they are paid in full if an assignment is cancelled, particularly as they have often lost out on an assignment elsewhere.

133. In addition to this, any compensation should factor in other costs incurred, such as childcare and travel costs. This would force employers to think carefully and moderate their practice, whilst ensuring the worker is not out of pocket as a consequence of something that was not their fault.
134. In respect of compensation for the cancellation of shifts, NASUWT recognises that the situation of atypical workers is complicated by the tripartite relationship between the supply teacher, the agency and the client (i.e. the school), meaning that a situation could arise where the agency supplies the teacher to the school, only for the school to cancel the assignment after the teacher arrives.
135. 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.
136. This would mirror the system which 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.⁵⁶

3. ADDITIONAL COMMENTS

Work that is ‘inherently temporary’

137. As stated earlier, NASUWT notes that the consultation and associated impact assessments references bringing ‘some’ agency workers in scope, as well as stating that contracts should be permanent unless the work is ‘inherently temporary’,⁵⁷ without clarifying what this means and who it applies to.
138. In addition, the impact assessment in relation to zero-hours contracts and the right to guaranteed work states that *‘the direct cost to business of the legislation*

⁵⁶ <https://www.legislation.govt.nz/act/public/2000/0024/latest/DLM6803008.html>

⁵⁷ https://assets.publishing.service.gov.uk/media/671787dbd29a0f082ac9c14f/Consultation_application_zero_hours_contracts_measures_agency_workers.pdf

*will depend on how many workers are in scope (both in terms of the types of contracts covered and any exemptions'),*⁵⁸ without clarifying which zero-hours contracts and/or agency workers would be 'exempted'.

139. 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.

140. Unless this is remedied, this could have a significant impact on who is defined as being a 'qualifying worker', and has the potential to impact issues of continuity for the purposes of the 12-week reference period identified earlier in this consultation.

141. The Union notes that contracts for service tend to dominate when engaging agency workers and, as such, a contractual arrangement deprives them of any continuity for the purpose of accessing a range of employment rights.

142. As such, it could be argued that a supply teacher who works as an agency worker during the reference period is not a 'qualifying worker' for the purpose of guaranteed hours (section 27BA(2)(e)), has no right to 'reasonable notice' of shifts of shifts (section 27BK(2)), and is excluded from the entitlements to payments for cancelled, moved or curtailed shifts (section 27BQ(1)).

143. The Employment Bill does contain provisions by which the Secretary of State can extend corresponding or similar provisions to agency workers, and NASUWT would urge the Government to ensure adequate protections are put in place to address this, including any possible impact this may have on supply teachers as agency workers, particularly as they are just as likely to suffer the same level of insecure, intermittent and precarious employment as other agency workers.

⁵⁸https://assets.publishing.service.gov.uk/media/67124fc99cd657734653d7d9/Impact_assessment_zhcs_right_to_guaranteed_hours.pdf

Amending the AWR

144. 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.
145. Furthermore, the AWR could be amended 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 TPS.
146. 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 European Union’s *Agency Workers Directive*, is now no longer fit for purpose and should be addressed as a matter of priority.
147. 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 losing out on access to wages that better reflect the work undertaking when on an assignment in a school or college.
148. For example, 15% of supply teachers reported that work had been cancelled on specific longer terms assignments at, or approaching, the 12 weeks’ qualification period for the AWR.⁵⁹
149. If supply teachers working through an agency were able to realise equal treatment in regards to pay as a day-one right, then this would equate to a difference of between £13.31 to £102.72 per day, and an increase of between £2,595.45 and £20,030.40 per academic year.⁶⁰

⁵⁹ <https://www.nasuwt.org.uk/advice/supply-teacher/supply-teacher-annual-survey/supply-teacher-annual-survey-england.html>

⁶⁰ Based on an average daily rate of £149 as reported in NASUWT’s Annual Supply Survey and depending on where the supply teacher would be on the pay range (e.g. Main Pay Range 1 to the Upper Pay Range 3).

150. Such a change would clearly address a key pillar 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.

151. 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.

Effective enforcement

152. Any changes made as a result of this consultation must be supported with an effective and fit for purpose enforcement mechanism that acts as a deterrent for unscrupulous employers whilst not penalising the worker.

153. Unfortunately, the evidence suggests that there are a number of workers who do not have the confidence that their cases are being dealt with proactively, and that the current balance of benefits between workers (i.e. supply teachers) and the employer suggests it is skewed significantly in favour of the employer (i.e. the client/end client and/or agency/umbrella company).

154. In part, this is a consequence of the fact that the chances of being investigated for non-compliant employers is too low,⁶¹ together with the woefully inadequate levels of funding and resources available to regulatory and enforcement bodies to deliver their remits.

155. 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.

156. Furthermore, the International Labour Organization (ILO), Article 10, Labour Inspection Convention No. 81, recommends adequate resourcing for labour market inspectorates.⁶²

⁶¹ https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/705495/labour-market-enforcement-strategy-2018-2019-executive-summary.pdf

⁶² https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C081

157. As such, NASUWT welcomes the intent of the Government to address this through the creation of the Fair Work Agency⁶³ and looks forward to engaging with the Government, other trade unions and key stakeholders on this moving forwards.

Introducing a licensing scheme

158. In addition, the NASUWT reiterates previous calls for serious consideration to be given to a licensing scheme which monitors and reviews compliance of employment businesses and umbrella companies operating in education.⁶⁴

159. Employment businesses/agencies and umbrella companies operating in the state-funded education sector would be an ideal area to extend licensing schemes, particularly given the growing concern over the way they operate and the levels of fees they charge, which is, in essence, money being diverted away from the public purse and the education of children and young people.

160. Licensing would be the most effective way to tackle non-compliance in education when there is evidence of repeated breaches of employment rights, as it requires the licence holder to demonstrate compliance before they are legally permitted to operate in the sector. They are also subject to continuing checks.

161. In order to secure public confidence, any licensing scheme should be backed up by an independent regulator that has the ability to hold employers to account and apply appropriate sanctions for those who do not comply with the provisions of any such scheme.

162. NASUWT believes that this should be comprised of relevant stakeholders, including trade unions, in order to ensure that there is a requisite level of veracity about the scheme, as there is currently very little to dissuade an agency if they want to push workers into arrangements with unscrupulous or non-compliant umbrella companies.

⁶³ https://assets.publishing.service.gov.uk/media/6707a5eb92bb81fcdbe7b62b/next_steps_to_make_work_pay.pdf

⁶⁴ <https://www.nasuwt.org.uk/static/f4b934af-eea4-405b-8ab101fc1a77e994/Consultation-Response-HMRC-Tougher-Consequences-for-Promoters-of-Tax-Avoidance.pdf>

Amending public procurement

163. Public procurement rules should be strengthened to ensure that public sector bodies are prohibited from using those employment agencies and umbrella companies which fail to adhere to minimum standards.
164. In the case of schools and colleges, as public bodies, they have a great deal of purchasing power and, as a consequence, leverage over their suppliers. This provides them with the opportunity to bring about change in the behaviour of those employed in the supply chain. Suppliers wishing to enter a contract with such public bodies should be expected to evidence a robust approach to both employment and tax law obligations.
165. 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.⁶⁵

The vital role of trade unions

166. 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.
167. NASUWT believes that measures should be introduced to promote and support collective bargaining/collective agreements and the right of trade unions to access workplaces and represent agency workers, such as supply teachers.
168. Evidence suggests that the involvement of trade unions is crucial in negotiating improved terms and conditions and putting in place mechanisms to remedy breaches of these terms and conditions.

⁶⁵ <https://www.hrprocurementlab.org/wp-content/uploads/2016/06/Public-Procurement-and-Human-Rights-A-Survey-of-Twenty-Jurisdictions-Final.pdf>

169. The Union therefore welcomes provisions in the Employment Rights Bill to address this and looks forward to engaging on this with the Government.

Single employment status of ‘worker’

170. 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.⁶⁶

171. 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.

172. 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.

173. This is a view confirmed by the Low Incomes Tax Reform Group, who argue that the nature of the rules and the complexity involved results in many individuals often being unaware of their employment status.⁶⁷

174. 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.

175. 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 that they may not be able to be sure that they qualify for the rights they wish to assert.

⁶⁶ <http://researchbriefings.files.parliament.uk/documents/CBP-8045/CBP-8045.pdf>

⁶⁷ <https://www.litrq.org.uk/sites/default/files/files/170517-LITRG-response-Independent-review-employment-practices-modern-economy-FINAL.pdf>

176. Furthermore, the ability of the employer to restrict work opportunities for atypical workers (i.e. agency workers or those on zero-hours contracts) who challenge the employer means that individuals are unable to assert their rights for fear of retribution and loss of earnings. This is in addition to the insecurity of income that atypical working brings.
177. It was right that the *Taylor Review of Modern Working Practices*, conducted by Matthew Taylor investigated and made recommendations about employment status, including that the burden of proof should be reversed so that it falls on the employer to prove that someone is not entitled to employment rights.⁶⁸ The *Taylor Review* went so far as to state: '*Ultimately, if it looks and feels like employment, it should have the status and protection of employment.*'⁶⁹
178. Indeed, the *Taylor Review* recommended that clearer tests for employment status should be developed by the Government to replace the minimalistic approach to legislation.⁷⁰ This would provide clarity and greater certainty to individuals.
179. Given the complexities around employment status, it can be difficult for workers to understand which rights attach to which employment status.
180. NASUWT believes that the current definitions used in respect of employment status are far from clear and promote a system which is weighted in favour of the employer and open to manipulation and abuse by unscrupulous employers.
181. Given the evidence presented above, the Union is clear that all those employed, irrespective of their employment status, should be able to access the same basic rights, entitlements and protections as those currently accessed by employees. There should therefore be a single 'worker' status to determine access to all statutory employment rights.

⁶⁸ https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/627671/good-work-taylor-review-modern-working-practices-rg.pdf

⁶⁹ Ibid.

⁷⁰ Ibid.

182. In doing so, this will provide the transparency which individuals desire regarding their employment status, as they will all benefit from the same level of statutory protections.

183. A single coherent definition of ‘worker’, which is understood by both worker and employer, will overcome the confusing, and often conflicting, definitions which have created inconsistencies and uncertainties.

184. As such, the Government’s plan to consolidate various employment contracts into a ‘single status’ is to be welcomed and should remain a key pillar of its plans for reform.

A fair pay agreement for supply teachers

185. It cannot go unnoticed that supply teachers were specifically referenced in the *United Kingdom Labour Market Enforcement Strategy 2019/20*, published in July 2019:⁷¹

‘Other sectors I anticipate requiring further enforcement attention in the 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.’

186. As such, and given the detailed evidence provided throughout this consultation, NASUWT believes that the Government should give serious consideration to something akin to the Adult Social Care Negotiating Body which will look to establish a fair pay agreement for adult social care as proposed in the Employment Rights Bill.⁷²

⁷¹https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/819014/UK_Labour_Market_Enforcement_Strategy_2019_to_2020-full_report.pdf

⁷²<https://publications.parliament.uk/pa/bills/cbill/59-01/0011/240011.pdf>

187. 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 through an employment agency.
188. In addition, NASUWT believes that full restoration of the organisation and administration of supply pools must now be established on a regional, or even an all-England, basis as a matter of the utmost urgency.
189. It is right that action is taken by the Government to upgrade workers' rights to ensure that they are fit for modern life and the UK's modern economy, irrespective of any additional burdens on businesses.
190. Indeed, the economic analysis of the Employment Rights Bill indicates that, if all costs fall on relevant sectors, the equivalent wage bill for that part of the economy will only be 1.5%.⁷³
191. NASUWT appreciates that any changes, such as those put forward in this consultation, will have a cost implication. However, given the current situation and the ambition to address the state of the UK labour market, the Union believes it is a question of whether the Government can afford *not* to make these changes, including for supply teachers as agency workers.
192. 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, instead of 'some'.
193. It is evident cannot go unnoticed that the changes proposed in the flagship Employment Rights Bill⁷⁴ represents a once-in-a-generation opportunity to strengthen the working conditions for the lowest paid and most vulnerable in the

⁷³https://assets.publishing.service.gov.uk/media/67162540d100972c0f4c9abd/Employment_rights_bill_economic_analysis.pdf

⁷⁴ <https://publications.parliament.uk/pa/bills/cbill/59-01/0011/240011.pdf>

labour market. The Government should not, therefore, shy away from its vision to make work pay for *all* those in the UK.

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