



## **NATIONAL EDUCATION UNION RESPONSE TO THE CONSULTATION ON MEASURES TO INCREASE TRANSPARENCY IN THE UK LABOUR MARKET**

### **Introduction**

The National Education Union (NEU) is the largest education sector in the UK. We represent more than more than 450,000 teachers, lecturers, support staff and leaders working in maintained and independent schools and colleges across the UK.

### **Question 1:**

**Has the employer provided a written statement of employment in the last 12 months to:**

#### **a) Your permanent employees**

Employers are more likely to provide written statements or contracts to permanent staff than to those in non-permanent employment.

For most teachers, the prescribed information is provided in a letter of appointment. For other staff, the information is provided in a written contract of employment which is provided before they start employment or on the first day of employment.

#### **b) Your non-permanent staff**

Many education professionals employed in insecure, non-permanent jobs do not receive any written information about their pay, hours and other working conditions. This exacerbates the imbalance of power for precarious workers. It makes it more difficult for workers to enforce their rights, including to the National Minimum Wage and holiday pay and to have notice of and have the opportunity to challenge any unfair deductions from wages.

### **Question 2**

**In general, when do individuals starting paid work at your organisation receive a written statement or contract of employment:**

In most cases in the education sector, employers issue permanent staff with a full written contract either before a person starts work or on the first day of their employment.

### **Question 3**

**How long, on average, would it take a member of staff to produce a written statement for a new starter?**

We would estimate that this would take less than 30 minutes.

We would expect employers in the education sector have template written statements for different jobs and to adjust a few details before issuing it to a new starter.

The preparation time for written statements for teachers and educational professionals would be shorter where the National Education Union has negotiated collective terms and conditions.

Where employers have not agreed to collective terms and conditions, but instead use individualised terms and conditions, the process may take more time.

#### **Question 4**

##### **How often do you seek legal advice when producing a written statement?**

We would advise against the use of public money to seek legal advice before completing a written statement. We would recommend that the government develops and promotes an online tool which assists employers to prepare written statements.

#### **Question 5**

##### **Are there other business costs associated with producing a written statement, in addition to personnel and legal costs that we should be aware of?**

No, we don't believe that there are any other business costs associated with producing a written statement.

On the contrary, we believe that an extension to the right to a written statement is likely to benefit businesses. An extension to the right should:

- Improve transparency and openness in the workplace
- Make employers more aware of their responsibilities and improve compliance with employment law standards
- Reduce disputes over employment conditions, thereby reducing the risks and costs of litigation
- Help to create a level playing field, ensuring that good practice employers are not undercut by the employers who mistreat their staff

In the education sector, employers use standardised terms and conditions which have been negotiated with the education unions. The preparation of a written statement should be a relatively straightforward process for most employers.

#### **Written Statements – Questions for individuals**

##### **Question 6:**

**If you are employed, have you received a written statement or a contract of employment from your employer. If yes, when did you receive it in relation to starting paid work with your employer:**

Permanent employees in the education sector are most likely to receive a written contract of employment which sets out their pay and conditions where the employer recognises the education union.

Many employers choose to provide information to workers electronically, including through staff intranets. Employers in the education sector rarely send individuals a written statement notifying them of changes and without securing the agreement of a recognised union or the individuals affected in advance.

The National Education Union believes that the Employment Rights Act 1996 and accompanying guidance should be amended to confirm that if an employer decides to:

- inform a worker of their pay and conditions electronically, the worker must be able to download, store and print the information. Preferably workers should also be provided with a backup paper copy.
- change any electronically held information about pay and conditions, they must inform any affected workers directly in writing and secure their agreement to the proposed changes.

#### **Question 7:**

**If yes, when did you receive the information in relation to starting paid work with your employer:**

The majority of educational professionals in permanent employment are provided with a contract before their paid work starts or on the first day of starting paid work. This is not the case for educational professionals in less secure work, especially agency workers who often begin assignments following an oral assurance of their terms and conditions which turn out to be misleading and inaccurate.

#### **Question 8**

**If yes, was the information presented in a way that was easy to understand?**

The quality and transparency of information provided to educational professionals varies from workplace to workplace.

Key information about pay, hours and other working conditions is often not presented in clear terms. Information is clearer for staff appointed to permanent positions, particularly where the employer has negotiated collective agreements with the recognised education unions.

Our experience as regards agency workers in the education sector is that the contracts are often opaque and complex legal language; unintelligible gibberish to quote Frank Field, Labour MP for Birkenhead. This inevitably disadvantages and can mislead workers.

The development of online tools to assist employers to prepare a written statement could help with these issues.

## Written Statements – Questions for all

### Question 9

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

The National Education Union agrees strongly that the right to a written statement should be extended to cover permanent employees with less than one month's service and non-permanent staff.

We support the Taylor Review recommendation that the right to a written statement should be extended to *all workers*.

The government's proposal to extend the right to a written statement to all workers is welcome. But it is important to note that providing workers with more information at work will not, by itself, reset the balance of power in the workplace or prevent the mistreatment or abuse of working people.

### Question 10

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

#### **a) The business's name**

Yes, this is essential information. Due to the growing fragmentation of the education sector including academisation, academy trusts, free schools and the increasing use of intermediaries such as agencies, umbrella companies and sub-contractors, individuals are often not aware who their employer is. Informing workers of the name of their employer will increase transparency and assist individuals to enforce their rights.

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

Yes, providing individuals with their job title and job description helps to clarify work expectations at work. It also enables people to assess whether they are receiving equal treatment at work. The National Education Union has examples of qualified teachers being duped into assignments at schools only to find that the agency has agreed that they work as a teaching assistant on a lower daily rate.

Start date is essential. This information helps individuals to check whether they have sufficient continuous service to qualify for key employment rights such as maternity and paternity leave, the right to request flexible working, statutory redundancy pay and protection from unfair dismissal.

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

Yes, this is essential in the education sector where many workers will have been subjected to one or more TUPE transfers.

The law should be amended to ensure that transferred workers receive a written statement detailing the pay and other working conditions which will be transferred to a new employment and are therefore protected by the TUPE regulations. This would increase transparency and avoid disputes.

Also, many public sector staff can count their service with a previous employer for the purposes of calculating redundancy pay under the Redundancy Payments (Continuity of Employment in Local Government etc) (Modification) Order 1999. We believe that these provisions should be extended to other statutory employment rights.

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

Yes

It is very important for workers to be informed how much they will be paid and how their pay will be calculated.

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

Yes, it is very important that individuals are informed about their hours of work, including whether they will be required to do overtime and/or work at weekends or at night.

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

Yes, it is also vital that workers are informed about holiday pay and how it is calculated. Such information is particularly important for agency workers and those on zero hours contract workers, who often miss out on paid holidays or receive rolled-up holiday pay.

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

Yes, the current requirement for employers to inform workers of their place or work and if they will be expected to relocate should be retained. It is important that any guidance on the right to a written statement makes clear that any requirement to relocate is reasonable. This would protect workers, including agency workers, from being asked to travel long distances for work, without being paid for their travel time or reimbursed for their travel costs or accommodation.

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

Yes

**Question 11**

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

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

Agree strongly. This will provide increased transparency and predictability especially for those in insecure work. It will also encourage employers to plan their work needs in advance.

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

Agree strongly. The National Education Union agrees that all workers – not just employees - should be entitled to notice before the contract can be terminated. Details of the relevant notice period should be included in the written statement. These provisions would go some way towards ending the hire and fire culture of zero hours and agency working.

All workers should also be notified of the disciplinary procedure which employers will follow before deciding to terminate their contract.

**c) Sick leave and pay entitlement?**

Agree strongly

All workers should be informed about sick pay and sick leave entitlements as part of a principal written statement. In too many workplaces, enhanced sick pay and leave arrangements only apply to permanent staff, whilst zero hours workers and agency workers are expected to rely on statutory sick pay when they are too ill to work.

**d) The duration and conditions of any probationary period?**

Agree strongly

Probationary periods are not used for all new appointees across the education sector. It is important this is reflected in any amendments to the Employment Rights Act 1996 and in any accompanying guidance.

Where an employer decides to use probationary periods, it is important that workers are informed about the length of the probation, any limits to contractual rights during that period and of any conditions which the worker will need to meet.

The National Education Union is concerned that employers may use probationary periods to dismiss staff without following a full disciplinary procedure. Where this happens, workers may be deprived of their rights to natural justice and to be accompanied by a trade union rep. This is a clear breach of section 10 of the Employment Relations Act 1999 which provides that workers have a right to be accompanied in any meeting which may result in their dismissal.

It is important that any guidance on the right to a written statement emphasises that employers should not use probationary procedures to circumvent disciplinary procedures or trade union rights. The statutory right to be accompanied should also be extended to apply to probationary hearings.

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

Agree

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

Agree strongly

It is important that the right to a written statement should be updated to take account of new statutory rights to leave. Employers should be required inform all workers about workplace policies, including pay arrangements, for the different forms of leave, including:

- maternity, paternity and adoptive leave and pay,
- parental leave,
- time off for dependents
- time to attend ante-natal appointments, GP, dental or other medical appointments
- time off for jury service etc

Too often those on temporary or insecure contracts miss out on key family friendly rights and entitlements. This requirement may encourage employers not to discriminate against zero hours contract workers and agency workers. Any accompanying guidance should encourage employers to extend workplace policies to all workers, not just permanent employees.

## **Questions 12 & 13**

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

Agree strongly

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

The National Education Union believes that the right to a written statement should be a day one right. Currently, the right to a written statement is limited to employees and must be provided during the first two months of their employment. Employees with contracts which last for less than one month are also not entitled to a written statement. This means that many employed in insecure or short-term work do not receive any written information about their pay and conditions.

Preferably workers should receive full information about their pay and conditions before they start work – and certainly no later than the first day of employment.

We do not agree that employers should have up to two months to provide certain information. This approach would mean that many workers, especially those in insecure and temporary work, may never receive the information.

Where possible, information should be included in a single document. Workers are more likely to keep this in a safe place, whilst supplementary documents are more likely to be misplaced.

Workers must retain the right to be informed in writing of any changes to their terms and conditions.



## Questions 14

**Have you ever worked for an organisation that has not provided you with a written statement of employment particulars within 2 months of starting your job?**

Agency workers in the education sector are less likely to receive a written statement of terms and conditions.

## Question 17

**If we introduced a standalone right for individuals to bring a claim for compensation where an employer has failed to provide a written statement, what impact do you think this would have?**

Extending the right to a written statement to all workers could prove meaningless in practice unless it is accompanied by effective enforcement. The National Education Union therefore believes that:

- The government should introduce a standalone right for individuals to claim compensation where their employer has failed to provide a written statement. Non-statutory measures alone will not suffice to change employer practice.
- Employers who fail to comply with their duties should face substantial penalties and the worker should be fully compensated. Workers should also be protected from victimisation for pursuing such a claim.
- In all other Employment Tribunal cases, tribunals should be required check if a worker has received an accurate written statement. If not, the worker should be entitled to a minimum award or a 25 per cent uplift in compensation, whichever is the greater.
- Statutory enforcement agencies should also be responsible for checking if employers provide all workers with written statements or a contract of employment.
- The government should develop an online tool, to assist employers to prepare written statements.

**Please consider the impact on:**

### **a) Individuals**

The introduction of a standalone right for individuals to claim compensation where their employer has failed to provide a written statement is likely to increase compliance with the new rules. It should also mean more workers receive written statements.

However, the National Education Union does not believe that a standalone right by itself will be sufficient to change employers. The government should take a proactive approach to enforcing new rights to written statements. The onus should not be placed on workers alone to enforce their rights. Employment tribunals should be tasked with checking whether employers have issued written statements in all cases.



Where there is no evidence that employers have complied, workers should receive either a fixed award or an uplift in compensation.

### **b) Employers**

Requiring all employers to provide a written statement to all workers would help to create a level playing field. Employers, who already adopt such practices, would no longer be undercut by the employers who mistreat their staff.

In the absence of such a right for workers to take a standalone claim to an employment tribunal would mean unscrupulous employers are likely to ignore the law and vulnerable workers will lose out on the rights.

### **c) The Tribunal Service**

Most workers are unlikely to take a standalone claim to a tribunal for fear that they will be victimised at work. This is particularly true for zero hours contract workers and agency workers who are likely to be deterred from taking a claim for fear they would not be offered future work.

## **Questions 18 & 19**

### **Which of the following best describes your awareness of the Acas guidance on Written Statements?**

The National Education Union has a good knowledge of the Acas guidance on written statements. It is unlikely however that most employers and employment businesses in the education sector are aware of the guidance.

### **If you have some knowledge of the Acas guidance on written statements, how helpful did you find it?**

Quite helpful

However, the text suggests that the written statement is a legally binding agreement between the employer and the employee; it would be clearer to say that a statement can be taken as evidence of a contract of employment – (which will be legally binding).

It would be helpful if the guidance provided more detailed, good practice guidance on the use of written statements. Throughout this response we have highlighted points for inclusion in the guidance.

We would support the development of an online tool to assist employers to prepare written statements.

### **Continuous service**

The National Education Union believes the rules on continuity of employment need to be modernised to reflect the reality of the world of work.

Too often those employed on temporary contracts or in intermittent work miss out on key employment protections because they experience gaps in their employment. The

current system makes it all too easy for employers to avoid their employment law obligations.

Home tutors, who work on intermittent contracts with identified students are particularly susceptible in this regard.

All workers should have day one rights to maternity leave, and the right to request flexible working, statutory redundancy pay, and protection from unfair dismissal.

Failing this, it is proposed the rules on continuity of employment should be reformed so that:

- Workers should accrue service on a month by month basis.
- Any periods of statutory leave, including holiday and any form of parental leave, should count towards a worker's continuous service.
- Where a worker has a gap in work of more than a month, their continuous service will not be broken and the clock will not return to zero. Instead it will pause and restart whenever they do future for the same employer.

## **Question 20**

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

Currently, it is too easy for employers to play the system and circumvent employment law obligations.

Employers can make significant cost savings by employing workers on short term or intermittent contracts. For example, they can avoid statutory redundancy payments, making it far cheaper to lay off staff. They can also dismiss staff at will, without the need to provide workers with notice or follow a fair disciplinary and dismissal procedure.

As a result, they can gain significant competitive advantage over more reputable employers.

## **Question 21**

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

The current system is heavily weighted against employees. Employers can easily manipulate the rules to deprive employees of their rights.

The rules also mean that those most in need of protection in the workplace - including zero hours contract workers, agency workers and those employed on fixed term contracts - are the ones most likely to lose out key protections because they experience gaps in employment.

As a result:

- Working parents in insecure work are not guaranteed the right to return to work after have a baby

- Those who opt for so-called 'flexible forms of work' to balance their work and family lives do not have a right to request flexible working
- Zero hours contracts can be dismissed at will, without any notice
- Agency workers, zero hours contract workers and independent contractors are not entitled to statutory redundancy pay when the work dries up, even though they may have worked for the same employer for many years.

## **Question 22**

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

Yes, in the case of CORNWALL COUNTY COUNCIL (appellants) v. PRATER (respondent) - [2006] IRLR 362, the claimant, a member of the National Union of Teachers, had to enforce her rights at the Court of Appeal.

The claimant had a number of contracts with the local authority under which she was engaged and was paid to teach individual pupils unable to attend school. In respect of each engagement, the claimant was under an obligation to teach the pupil and the local authority was under an obligation to pay her for doing so. That was sufficient mutuality of obligation to render each engagement a contract of service. It made no difference that after the end of each engagement, the local authority was under no obligation to offer the claimant another teaching engagement or that she was under no obligation to accept one. The court held that gaps between the individual contracts were on account of temporary cessations of work and were therefore bridged by the provisions of s.212(3)(b) of the Employment Rights Act.

## **Question 23**

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

Yes

Problems with the current rules on continuous employment can be found in the education sector where staff are employed on term-time only contracts. And, as we have said, we have found that home tutors have been denied their entitlements due to the intermittent nature of their work.

## **Question 24**

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

The government's commitment to revise the rules on continuous employment is welcome. However, the proposal to extend the period counted as a break in employment from one week to one month does not go far enough. It will not prevent unscrupulous employers from playing the system to deprive working people of their statutory rights.

We would call on the government to take a more comprehensive approach when reforming rules on continuous service to ensure that workers benefit from full employment rights and employers are not able to play the system.

Our preferred option would be for the government to introduce day one rights for all workers. This approach would solve all the currently problems relating to continuous employment.

Failing this, we would propose a three-pronged approach to the reform of continuity rules:

- Workers would accrue service on a month by month basis (rather than the current week-by week approach).
- Any calendar month during which an individual does any work for an employer or which is partly, or wholly governed by an employment contract, will count towards a workers' continuous service. The test should also be amended to confirm that mutuality of obligation should not be taken into consideration when determining whether an individual has continuous employment.
- The reasons for absence from work which do not break but rather count continuity should be extended to include all forms of statutory leave (including family related leave and statutory holidays)
- Where a worker has a gap in work of more than a month, their continuous service will not be broken and stop clock will not return to zero. Instead it will pause and restart whenever they do future for the same employer.

If the government decides not to adopt this more comprehensive approach, it important that any legal reforms reflect the reality of working practice and that employers are not able to play the system. In our opinion extending the period which does not break continuity from one week to one month would be insufficient. For example, it would not be effective in the education sector where summer vacations can last for more than one month.

## **Question 25**

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

No

**If no, do you have views on additional circumstances that should be added?**

The existing exemptions to the break in continuous service should be updated to include all forms of statutory leave including statutory holidays, maternity, paternity and adoption leave, shared parental leave, parental leave, and time off for dependants.

It is particularly important that statutory holiday is included, as it is not always clear whether zero hours workers' contracts continue to exist during any periods of statutory leave.

## Question 26

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

We agree that the government should update the guidance on continuous service. It would be helpful for the guidance to include:

- Real examples of how the continuity rules should work in practice, including examples
  - based on existing case law
  - illustrating how the rules apply to zero hours contract workers and agency workers
- Signposts to further information
- Information on what workers should do if they feel their employer has not complied with the legislation

## Holiday pay

## Question 27

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

No

We do not agree that the reference period for calculating holiday pay for those who work variable hours should be extended from 12 to 52 weeks, as a matter of default.

We would recommend that employers and unions should have the ability to negotiate longer reference periods through collective agreements. Requiring agreement on a longer reference period would ensure that the interests of workers are protected alongside the needs of the business.

## Question 28

**Should the government:**

**a) increase the reference period from the current 12 weeks to the 52 weeks recommended in the review?**

**b) Set a 52 week default position but allow employees and workers to agree a shorter reference period?**

**c) Set a different reference period**

We believe that the current 12-week default period should be retained. But employers and recognised unions should be able to agree a longer reference period of up to 12 months where it is in the interests of both the business and the workforce.

### **Question 29**

**What is your understanding of atypical workers' arrangements in relation to annual leave and holiday pay?**

**a) Are they receiving and taking annual leave?**

No

**b) Are they receiving holiday pay but not taking annual leave?**

Yes

**d) Do you know of any other arrangements that are used? Please explain your answer.**

Agency workers and zero hours contract workers, regularly do not receive any pay whilst taking leave because of the practice of "rolled-up" holiday pay. Such workers often find it difficult to budget and afford to take time off from work. Many are deterred from requesting time off for fear that if they once turn down work, they will miss out on future employment.

### **Question 30**

**How might atypical workers be offered more choice in how they receive their holiday pay?**

**Please provide examples including how worker's entitlement to annual leave could be safeguarded so they are not deterred from taking leave.**

**Right to request**

### **Question 31**

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

The National Education Union believes that a right to request a more stable hours contract will not amount to a genuine right and will not provide the security required by those on zero-hours and short hours contracts. Such workers will often be reluctant to make a request for fear they will be dismissed or will miss out on future work.

The National Education Union believes that the government should ban zero hours contracts.

- Most individuals on zero hours and short hours contracts work regular hours for their employer, but at any point their employer can reduce or zero down their hours without notice. Workers should have a written contract which guarantees their normal hours of work.
- Financial incentives should be created for employers to reduce their reliance on zero and short-hours business models. Workers employed on zero or short hours

should have a right to be paid a premium of at least 25 per cent, for any non-contractual hours worked. The enhanced hourly pay rate should be linked to the individual's normal pay rather than an enhanced national minimum wage rate. This would ensure individuals are properly remunerated for the flexibility that they provide employers.

- All workers should have a right to reasonable notice of work shifts and of shift cancellations. Working parents often need four weeks to arrange child care.
- Employer who fail to provide reasonable notice of shifts should face substantial financial penalties.
- Where a shift is cancelled without notice, the worker should have a right to full pay for the planned shift and to be reimbursed for any costs they incurred, including transport and childcare costs.

### **Question 32**

#### **Should any group of workers be excluded from this right?**

No

The new rights should not be limited to zero hours contract workers, but should apply to all employees, casual workers, and all workers caught by the limb (b) worker definition, including freelancers and independent contractors.

The government should introduce wide-ranging reforms to protect agency workers. These should include

- The first priority must be to repeal of the Swedish derogation, to ensure all agency workers have the same rights to equal pay.
- After 12 weeks doing the same job for the same hirer, hirers should be required to assess whether the work done by the agency worker is required on an on-going basis. If so, the agency worker should be offered a permanent contract with the hirer.

### **Question 33**

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

No

We don't believe that a right to request will amount to a genuine right. Such workers will often be reluctant to make a request for fear they will be dismissed or will miss out on future work.

If the government decides to press ahead with a right to request, then safeguards must be put in place, including:

- The right to request must be a day one right. A qualifying period would have the effect of excluding ZHC workers, agency workers and those on temporary contracts from the right to ask for a more stable contract



- Workers should be able to request a meeting with the employer at which they have the right to be accompanied by a union rep or full time official. Where a group of workers employed by the same employer want to request stable contracts and asks for their union to represent them, the employer should be required to meet with the union.
- Effective detriment provisions must be introduced, to ensure workers are not sacked, refused future work or suffer other forms of victimisation because they requested a more stable contract.
- Employers should be required to provide written reasons and to justify any decision not to provide the individual a stable contract.

#### **Question 34**

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

Yes

We believe that all workers should have a right to a guaranteed hours contract which reflects their normal hours of work.

If the government introduces a right to request, employers should be required to take the individuals existing working pattern into account when deciding whether to offer a more stable contract.

Employers should be required to provide the individual a stable contract which reflects their existing working patterns unless the worker requests a different working arrangement.

#### **Question 35**

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

No

The right to request should be a day one right. A qualifying period would in practice exclude ZHC workers, agency workers and those on temporary contracts from the right to ask for a more stable contract.

Zero hours contract workers and other employed on casual contracts face significant difficulties accruing sufficient continuous service qualifying for key statutory rights.

#### **Question 36**

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

Less than a month

It is essential that employers are required to respond promptly to requests for stable contracts. Any delay in responses will mean that the right becomes meaningless for those employed on a short-term basis or who work intermittently for the employer.

### **Question 37**

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

No

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

Workers should be able to make unlimited requests to an employer and should have the right to request a meeting with the employer and to be accompanied by a trade union rep on each occasion.

### **Question 38**

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

Yes

All workers should be entitled to the same rights regardless of the size of their employer. Many employers in SMEs recognise the importance of treating staff fairly. This assists employers to retain their commitment and skills of valued staff.

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

No

### **Information and consultation of Employees Regulations (2004) (ICE)**

### **Question 47**

**What steps could be taken to ensure workers' views are heard by employers and taken into account?**

The National Education Union agrees that all workers should have a genuine say over their pay and conditions. Evidence confirms that the most effective way for workers to have a voice at work is where they can collectively organise and are represented by independent trade unions.

The government should support unions to represent working people by

- Creating a right for independent unions to access workplaces so that they can tell workers about the benefits of trade union membership
- Strengthening the right to be accompanied so that all workers have a right to be represented by independent union, including when seeking an improvement in pay and conditions
- Adopting measures which promote and extend collective bargaining

### **Question 48**

**Are there other ways that the government can support businesses on employee/worker engagement?**

The government should encourage employers to engage in constructive employment relations with recognised trade unions such as the National Education Union. One key way of achieving this would be to reinstate Acas' statutory duty to promote collective bargaining